

FILED

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2 Department of Real Estate
3 320 West Fourth St., #350
4 Los Angeles, CA 90013

DEPARTMENT OF REAL ESTATE
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9 BEFORE THE DEPARTMENT OF REAL ESTATE

10 STATE OF CALIFORNIA

11 * * *

12 In the Matter of the Accusation of)

No. H-37521 LA

13)
14 NORTH AMERICAN ACCEPTANCE)
15 CORPORATION, formerly dba North)
16 American Relief and GREGORY SOVEREL)
17 MOORE, individually, and formerly)
18 as designated officer of North)
19 American Acceptance Corporation,)

A C C U S A T I O N

20 Respondents.)

21 The Complainant, Robin Trujillo, a Deputy Real Estate
22 Commissioner of the State of California, for cause of
23 Accusation against NORTH AMERICAN ACCEPTANCE CORPORATION,
24 formerly dba North American Relief and GREGORY SOVEREL MOORE,
25 individually, and formerly as designated officer of North
26 American Acceptance Corporation, is informed and alleges as
27 follows:

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1 1.

2 The Complainant, Robin Trujillo, a Deputy Real Estate
3 Commissioner of the State of California, makes this Accusation
4 in her official capacity.

5 2.

6 NORTH AMERICAN ACCEPTANCE CORPORATION, ("NAAC") is
7 presently licensed and/or has license rights under the Real
8 Estate Law (Part 1 of Division 4 of the Business and
9 Professions Code, hereinafter "Code"), as a corporate real
10 estate broker. From January 27, 2009 to January 11, 2010, NAAC
11 had "North American Relief" ("NAR") registered as a fictitious
12 business name with the Department of Real Estate for the State
13 of California ("Department").

14 3.

15 GREGORY SOVEREL MOORE ("MOORE") is presently licensed
16 and/or has license rights under the Real Estate Law, as a real
17 estate broker. From January 27, 2009, through January 12,
18 2010, NAAC was licensed by the Department as a corporate real
19 estate broker by and through MOORE, as the designated officer
20 and broker responsible, pursuant to Code Section 10159.2 for
21 supervising the activities requiring a real estate license
22 conducted on behalf of NAAC or by NAAC's officers, agents and
23 employees, including MOORE.

24 4.

25 At all times material herein, Respondents NAAC and
26 MOORE were engaged in the business of, acted in the capacity
27 of, advertised or assumed to act as real estate brokers in the

1 State of California, within the meaning of Code Sections
2 10131(d) and 10131.2, including soliciting borrowers,
3 negotiating loans or performing services for borrowers and
4 collecting or contracting for the collection of an advance fee,
5 within the meaning of Code Section 10026.

6 5.

7 De Alcala Transaction

8 In or about December 2008, Angela De Alcala ("De
9 Alcala") received a solicitation from NAR, offering to
10 negotiate a modification of the loan on De Alcala's property
11 located at 37832 Queensboro Ct., Palmdale, CA. On December 29,
12 2008, De Alcala entered into a Consulting Agreement with NAR in
13 which NAR offered to negotiate a loan modification in exchange
14 for an advance fee of \$2,995 from De Alcala. Among the terms
15 of the Consulting Agreement was a "100% Money Back Guarantee"
16 if NAR failed to accomplish a modification of the loan. De
17 Alcala submitted the advance fee to NAR on December 29, 2008.
18 As of November 18, 2009, Angela De Alcala had received neither
19 a loan modification, nor a refund of her advance fees from NAR.

20 6.

21 Valles Transaction

22 In or about January, 2009, Jose Valles ("Valles")
23 received a solicitation from NAR, offering to negotiate a
24 modification of the loan on Valles's property located at 4424
25 Cinderwood Court, North Las Vegas, Nevada. On January 13,
26 2009, Valles entered into a Consulting Agreement with NAR in
27 which NAR offered to negotiate a loan modification in exchange

1 for an advance fee of \$2,995 from Valles. Among the terms of
2 the Consulting Agreement was a "100% Money Back Guarantee" if
3 NAR failed to accomplish a modification of the loan. Valles
4 submitted \$1,500 in advance fees to NAR on January 16, 2009 and
5 \$1,495 on January 30, 2009. As of February 16, 2010, Valles
6 had received neither a loan modification, nor a refund of his
7 advance fees from NAR.

8 7.

9 Nichols Transaction

10 In or about February 2009, Norman Nichols ("Nichols")
11 received a solicitation from NAR, offering loan modification
12 services. On March 2, 2009 Nichols submitted \$1,500 in advance
13 fees and on March 6, 2009, Nichols submitted advance fees of
14 \$1,495 to NAR for a loan modification on his property located
15 at 12091 Highway 503, Newton, Mississippi.

16 8.

17 Sarmiento Transaction

18 On or about March 12, 2009, Arnel Sarmiento
19 ("Sarmiento") entered into a Consulting Agreement with NAR in
20 which NAR offered to negotiate a loan modification for
21 Sarmiento's property located at 1989 Thunder Ridge Circle,
22 Henderson, Nevada, in exchange for an advance fee of \$2,995
23 from Sarmiento. On or about March 12, 2009, Sarmiento entered
24 into another Consulting Agreement with NAR in which NAR offered
25 to negotiate a loan modification for Sarmiento's property
26 located at 2097 Buckeye Reef Street, Henderson, Nevada, in
27 exchange for an advance fee of \$2,995 from Sarmiento. Among the

1 terms of both Consulting Agreements was a "100% Money Back
2 Guarantee" if NAR failed to accomplish a modification of the
3 loan. Sarmiento submitted advance fees of \$5,990 to NAR on
4 March 12, 2009. As of November 18, 2009, Sarmiento had not
5 received a loan modification or a refund of his advance fees
6 from NAR.

7 9.

8 Macfarlane Transaction

9 In or about March 2009, Helen Lee Macfarlane
10 ("Macfarlane") received a solicitation from NAR, offering loan
11 modification services. Between March 30, 2009 and May 1, 2009
12 Macfarlane submitted \$11,980 in advance fees to NAR for
13 modifications on 4 loans secured by real property. As of March
14 8, 2010, Macfarlane had received neither a loan modification,
15 nor a refund of her advance fees from NAR.

16 10.

17 Hawes Transaction

18 In or about April 2009, George Edward Hawes
19 ("Hawes") received a solicitation from NAR, offering loan
20 modification services. On or about April 28, 2009, Hawes
21 entered into a Consulting Agreement with NAR in which NAR
22 offered to negotiate a loan modification for Hawes' property
23 located at 1941 Piperpoint #2035, Gilbert Arizona, in exchange
24 for an advance fee of \$2,995 from Hawes. On or about April 28,
25 2009, Hawes entered into another Consulting Agreement with NAR
26 in which NAR offered to negotiate a loan modification for
27 Hawes' property located at 1941 Piperpoint #2031, Gilbert

1 Arizona, in exchange for an advance fee of \$2,995 from Hawes.
2 Among the terms of both Consulting Agreements was a "100% Money
3 Back Guarantee" if NAR failed to accomplish a modification of
4 the loan. Hawes submitted advance fees of \$2,995 to NAR on
5 April 29, 2009, and again on May 1, 2009. As of November 9,
6 2010, Hawes had not received a loan modification or a refund of
7 his advance fees from NAR.

8 11.

9 Vogler Transaction

10 In or about May 2009, Brian Vogler ("Vogler") entered
11 into an agreement with NAR in which NAR offered to negotiate a
12 loan modification for Vogler's property located at 112 Oak
13 Shores Drive, Niceville, FL, in exchange for an advance fee of
14 \$2,995. Among the terms of the agreement was a "100% Money
15 Back Guarantee" if NAR failed to accomplish a modification of
16 the loan. Vogler submitted advance fees of \$1,500 to NAR on
17 May 15, 2009 and \$1,495 on May 29, 2009. As of January 26,
18 2010, Vogler had not received a loan modification or a refund
19 of his advance fees from NAR.

20 12.

21 Sonco Transaction

22 On or about July 10, 2009, Roberto Carlos Sonca
23 ("Sonca") entered into a Consulting Agreement with NAR in which
24 NAR offered to negotiate a loan modification for Sonca's
25 property located at 621 N. 5th Street, Newark, NJ, in exchange
26 for an advance fee of \$2,995. Among the terms of the
27 Consulting Agreement was a "100% Money Back Guarantee" if NAR

1 failed to accomplish a modification of the loan. Sonca
2 submitted an advance fee of \$2,995 to NAR on July 10, 2009.
3 As of December 8, 2010, Sarmiento had not received a loan
4 modification or a refund of his advance fees from NAR.

5 13.

6 The agreements described in Paragraphs 5 through 12
7 above, constitute advance fee agreements within the meaning of
8 Code Section 10026. On March 23, 2009, NAAC submitted an
9 advance fee agreement for review by the Real Estate
10 Commissioner. However, the advance fee agreements described in
11 paragraphs 5 through 8 predated the agreement submitted to the
12 Real Estate Commissioner. All of the advance fee agreements
13 described in paragraphs 5 through 12 contained substantially
14 different terms than the agreement submitted to the
15 commissioner. Therefore, NAAC failed to submit the advance fee
16 agreements described in paragraphs 5 through 12 above to the
17 Commissioner ten days before using them, in violation of Code
18 Section 10085 and Section 2970 of Title 10, California Code of
19 Regulations ("Regulations").

20 14.

21 Respondents NAAC and MOORE failed to submit the
22 advance fee agreements described above to the Commissioner ten
23 days before using them, in violation of Code Section 10085 and
24 Regulation 2970. Said conduct, acts and/or omissions of
25 Respondents NAAC and MOORE constitutes cause to suspend or
26 revoke the licenses and license rights of NAAC and MOORE
27 pursuant to Code Sections 10177(d) and/or 10177(g).

1 15.

2 The conduct, acts and/or omissions of Respondents
3 NAAC and MOORE, as set forth above, constitutes substantial
4 misrepresentation and false promises of a character likely to
5 induce, thus providing cause for the suspension or revocation
6 of the licenses and license rights of NAAC and MOORE pursuant
7 to Code Sections 10176(a), 10176(b) and 10176(i).

8 16.

9 The loan modification agreements described in
10 paragraphs 5 and 6 above used the fictitious business name of
11 "North American Relief" when NAAC did not have that fictitious
12 business name licensed with the Department, in violation of
13 Code Section 10159.5 and Regulation 2731. This provides cause
14 for the suspension or revocation of the licenses and license
15 rights of NAAC pursuant to Code Sections 10177(d) and/or
16 10177(g).

17 17.

18 The overall conduct of Respondent MOORE constituted a
19 failure on his part, as a former officer designated by a
20 corporate broker licensee, to exercise reasonable supervision
21 and control over the licensed activities of NAAC as required by
22 Code Section 10159.2, and to keep NAAC in compliance with the
23 Real Estate Law, and is cause for the suspension or revocation
24 of the real estate license and license rights of MOORE pursuant
25 to the provisions of Code Sections 10177(d), 10177(g) and
26 10177(h).

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WHEREFORE, Complainant prays that a hearing be conducted on the allegations of this Accusation and that upon proof thereof, a decision be rendered imposing disciplinary action against all the licenses and license rights of Respondents NORTH AMERICAN ACCEPTANCE CORPORATION and GREGORY SOVEREL MOORE under the Real Estate Law, and for such other and further relief as may be proper under other applicable provisions of law.

Dated at Los Angeles, California
this 8 day of September, 2011



Robin Trujillo
Deputy Real Estate Commissioner

cc: NORTH AMERICAN ACCEPTANCE CORPORATION
GREGORY SOVEREL MOORE
Robin Trujillo
Sacto.