

FILED

JAN 24 2013

DEPARTMENT OF REAL ESTATE

BY: Jane B. Lion

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of)	No. H-37522 LA
)	
<u>PREMIERE LOAN SERVICES INC, NATHANIEL</u>)	
<u>GENIS and ABRAHAM PRATELLA,</u>)	
individually, and as former designated)	
officers of Premiere Loan Services Inc,)	
)	
Respondents.)	
)	

DECISION

This Decision is being issued in accordance with the provisions of Section 11520 of the Government Code, on evidence of compliance with Section 11505 of the Government Code and pursuant to the Order of Default filed on December 3, 2012 and the findings of fact set forth herein are based on one or more of the following: (1) Respondent's express admissions; (2) affidavits; and (3) other evidence.

FINDINGS OF FACT

1.

On September 8, 2011, Robin Trujillo made the Accusation in her official capacity as a Deputy Real Estate Commissioner of the State of California. The Accusation, Statement to Respondent, and Notice of Defense were mailed by certified mail, return receipt requested, and by regular mail to PREMIERE LOAN SERVICES INC's ("PREMIERE") last known mailing address on file with the California Department of Real Estate ("Department") on September 13, 2011. Both mailings were returned to sender with no forwarding address.

On December 3 , 2012, no Notice of Defense having been filed herein within the time prescribed by Section 11506 of the Government Code, PREMIERE's default was entered herein.

2.

PREMIERE is presently licensed and/or has license rights under the Real Estate Law, as a corporate real estate broker. PREMIERE was initially licensed by the California Department of Real Estate ("Department") on January 15, 2009.

3.

Macias Transaction

On October 15, 2008, Roman Macias("Macias") entered into an agreement with PREMIERE in which PREMIERE agreed to negotiate a modification of a loan secured by Macias's property located at 702 Phillips Boulevard, Pomona, CA. As part of this agreement, Macias agreed to pay advance fees to PREMIERE. On October 17, 2008, Macias paid an advance fee of \$1,000 to PREMIERE.

4.

Crosswhite Transaction

On September 23, 2009, Jerry and Trenise Crosswhite ("the Crosswhites") entered into an agreement with PREMIERE in which PREMIERE agreed to negotiate a modification of a loan secured by the Crosswhites's property located at 49259 Cochran Drive, Indio, CA. As part of this agreement, Macias agreed to pay in advance fees to PREMIERE. PREMIERE received advance fees of \$1,000 from the Crosswhites on September 23, 2009, October 23, 2009 and November 23, 2009.

5.

Leonard Transaction

On July 3, 2009, Raymond and Hendrika Leonard ("the Leonards") entered into an agreement with PREMIERE in which PREMIERE agreed to negotiate a modification of a loan secured by the Leonard's property located at 31263 Sherwood Street, Lucerne Valley, CA. Among the terms and conditions of this agreement was a statement that:

"Either the Principal or the Company may terminate this agreement at any time for any reason upon written notice to the other party. At the time of the termination, all earned but unpaid fees for completed services (as set forth and described in provision number 3 of this agreement) become due and payable."

Provision number 3 of the agreement stated that the company shall be entitled to 40% of the advance fee only for a "successful loan modification performance". The agreement said nothing about the repercussions of a bankruptcy by the principal.

Between July 6, 2009 and August 5, 2009, the Leonards paid \$1,750 to PREMIERE, as advance fees for loan modification services. On December 1, 2010, PREMIERE sent a letter to the Leonards, stating that PREMIERE cancelled its contract with the Leonards. The letter further stated that, by filing for bankruptcy, the Leonards had breached the contract and were not entitled to any refund of their advance fees.

6.

Torrez Transaction

On September 8, 2010, PREMIERE sent a letter to Luisa Torrez("Torrez"), indicating that PREMIERE was closing Torrez's file because she was approved for a loan modification on August 25, 2010. TORREZ had not received a modification of the loan from her lender and requested that PREMIERE refund the \$7,500 in advance fees TORREZ had paid to PREMIERE. PREMIERE refused to refund these fees.

DETERMINATION OF ISSUES

1.

The advance fee agreement described in Finding 3 above occurred before PREMIERE was licensed as a real estate broker. Therefore, the advance fee agreement described in Finding 3 violated Code Sections 10131.2 and 10130, providing cause for the suspension or revocation of the license and license rights of PREMIERE, pursuant to Code Sections 10177(d) and 10177(g).

2.

Effective on October 11, 2009, Code Section 10085.6 made it unlawful to collect any compensation for mortgage loan modification services until after the licensee has fully performed each and every service the licensee contracted to perform. Therefore, the advance fees collected on October 23, 2009 and November 23, 2009, as described in Finding 4 above, constitute violations of Code Section 10085.5 and 10085.6 and provide cause for the suspension or revocation of the license and license rights of PREMIERE and GENIS, pursuant to Code Sections 10177(d) and 10177(g).

3.

The conduct, act or omissions of PREMIERE, as described in Findings 5 and 6 above, constitute substantial misrepresentations and/or negligence and incompetence, providing cause for the suspension or revocation of the license and license rights of PREMIERE and PRATTELLA, pursuant to Code Sections 10176(a) and 10177(g).

4.

The standard of proof applied was clear and convincing proof to a reasonable certainty.

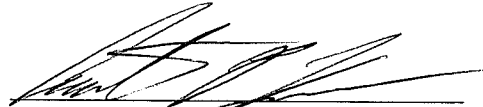
ORDER

All licenses and license rights of PERMIER LOAN SERVICES INC under the provisions of Part I of Division 4 of the Business and Professions Code are revoked.

This Decision shall become effective at 12 o'clock noon on FEB 13 2013.

DATED: 1/17/13

Real Estate Commissioner



By: Awet P. Kidane
Chief Deputy Commissioner

FILED

Department of Real Estate
320 West Fourth Street, Suite 350
Los Angeles, CA 90013

DEC 3 2012

(213) 576-6982

DEPARTMENT OF REAL ESTATE
BY: Laura B. Clon

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of) NO. H-37522 LA
)
PREMIERE LOAN SERVICES INC,) DEFAULT ORDER
NATHANIEL GENIS and ABRAHAM)
PRATELLA, individually, and as)
former designated officers of)
Premiere Loan Services Inc.,)
)
Respondents.)

Respondent PREMIERE LOAN SERVICES INC, having
failed to file a Notice of Defense within the time required
by Section 11506 of the Government Code, is now in default.
It is, therefore, ordered that a default be entered on the
record in this matter.

IT IS SO ORDERED DECEMBER 3, 2012.

Real Estate Commissioner

By:

Phillip Ihde
PHILLIP IHDE
Regional Manager