

FILED

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DEPARTMENT OF REAL ESTATE
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BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of

No. H-37522 LA

A C C U S A T I O N

PREMIERE LOAN SERVICES INC,
NATHANIEL GENIS and ABRAHAM
PRATTELLA, individually, and as
former designated officers of
Premiere Loan Services Inc,

Respondents.

The Complainant, Robin Trujillo, a Deputy Real Estate
Commissioner of the State of California, for cause of
Accusation against PREMIERE LOAN SERVICES INC, NATHANIEL GENIS
and ABRAHAM PRATTELLA, individually, and as former designated
officers of Premiere Loan Services Inc, is informed and alleges
as 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.

2. 5

6 PREMIERE LOAN SERVICES INC, (hereinafter "PREMIERE")
7 presently has license rights under the Real Estate Law (Part 1
8 of Division 4 of the Business and Professions Code, hereinafter
9 "Code"), as a corporate real estate broker. PREMIERE was
10 initially licensed by the California Department of Real Estate
11 ("Department") on January 15, 2009.

3. 12

13 NATHANIEL GENIS (hereinafter "GENIS") is presently
14 licensed and/or has license rights under the Real Estate Law,
15 as a real estate broker. He was the designated officer of
16 PREMIERE from January 15, 2009 to February 17, 2010.

4. 17

18 ABRAHAM PRATTELLA (hereinafter "PRATTELLA") is
19 presently licensed and/or has license rights under the Real
20 Estate Law, as a real estate broker. He was the designated
21 officer of PREMIERE from February 17, 2010 to April 7, 2011.

5. 22

23 Pursuant to Code Section 10159.2, Respondents GENIS
24 and PRATTELLA were responsible for the supervision and control
25 of the activities conducted on behalf of Respondent PREMIERE
26 and by its officers and employees as necessary to secure full
27 compliance with the provisions of the Real Estate Law,

1 including the supervision of salespersons licensed to the
2 corporation in the performance of acts for which a real estate
3 license is required.

4 6.

5 FIRST CAUSE FOR ACCUSATION

6 (Unlicensed Activity)

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

14 7.

15 The advance fee agreement described in paragraph 6
16 above occurred before PREMIERE was licensed as a real estate
17 broker. Therefore, the advance fee agreement described in
18 paragraph 6 violated Code Sections 10131.2 and 10130, providing
19 cause for the suspension or revocation of the license and
20 license rights of PREMIERE, pursuant to Code Sections 10177(d)
21 and/or 10177(g).

22 8.

23 SECOND CAUSE FOR ACCUSATION

24 (Unlawful Collection of Advance Fee)

25 On September 23, 2009, Jerry and Trenise Crosswhite
26 ("the Crosswhites") entered into an agreement with PREMIERE in
27 which PREMIERE agreed to negotiate a modification of a loan

1 secured by the Crosswhites's property located at 49259 Cochran
2 Drive, Indio, CA. As part of this agreement, Macias agreed to
3 pay in advance fees to PREMIERE. PREMIERE received advance
4 fees of \$1,000 from the Crosswhites on September 23, 2009,
5 October 23, 2009 and November 23, 2009.

6 9.

7 Effective on October 11, 2009, Code Section 10085.6
8 made it unlawful to collect any compensation for mortgage loan
9 modification services until after the licensee has fully
10 performed each and every service the licensee contracted to
11 perform. Therefore, the advance fees collected on October 23,
12 2009 and November 23, 2009, as described in paragraph 8 above,
13 constitute violations of Code Section 10085.5 and 10085.6 and
14 provide cause for the suspension or revocation of the license
15 and license rights of PREMIERE and GENIS, pursuant to Code
16 Sections 10177(d) and/or 10177(g).

17 10.

18 THIRD CAUSE FOR ACCUSATION

19 (SUBSTANTIAL MISREPRESENTATION)

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

26 "Either the Principal or the Company may terminate
27 this agreement at any time for any reason upon written
notice to the other party. At the time of the

1 termination, all earned but unpaid fees for completed
2 services (as set forth and described in provision
3 number 3 of this agreement) become due and payable."

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

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

16
17 11.

18 Torres Transaction

19 On September 8, 2010, PREMIERE sent a letter to Luisa
20 Torrez("Torrez"), indicating that PREMIERE was closing Torrez's
21 file because she was approved for a loan modification on August
22 25, 2010. TORREZ had not received a modification of the loan
23 from her lender and requested that PREMIERE refund the \$7,500
24 in advance fees TORREZ had paid to PREMIERE. PREMIERE refused
25 to refund these fees.

26 ///

27 ///

The conduct, act or omissions of PREMIERE, as described in Paragraphs 10 and 11 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/or 10177(g).

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 PREMIERE LOAN SERVICES INC, NATHANIEL GENIS and ABRAHAM PRATTELLA, 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: PREMIERE LOAN SERVICES INC
NATHANIEL GENIS
ABRAHAM PRATTELLA
Robin Trujillo
Sacto.