

1 Department of Real Estate
2 320 West Fourth Street, #350
3 Los Angeles, California 90013

FILED
JAN 12 2010
DEPARTMENT OF REAL ESTATE

4 By C.A.

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7
8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of) No. H-35789 LA
12) L-2009040044
13 RONALD CLAUDE QUINTERO,)
14 individually and doing business)
15 as American Mortgage)
16 Modification, Inc., American)
17 Mortgage Modification,)
18 Mortgageleadersedge.com, and)
19 Debt Advisory Alliance,)
20)
21 MICHAEL TUBBIOLA, individually)
22 and doing business as American)
23 Mortgage Modification, Inc.,)
American Mortgage Modification,)
Debt Advisory Alliance,)
Loan Modification Solutions,)
Foreclosure Avoidance)
Network.com, Loanmodpro, Home)
Retention Solutions, and)
Landmark Mortgage Services, Inc.)
Respondent.)

24 It is hereby stipulated by and between RONALD CLAUDE
25 QUINTERO (hereinafter "Respondent") and his attorney, Jeffrey S.
26 Benice, and the Complainant, acting by and through Lissete
27 Garcia, Counsel for the Department of Real Estate, as follows for

1 the purpose of settling and disposing of the First Amended
2 Accusation filed on June 18, 2009, in this matter:

3 1. All issues which were to be contested and all
4 evidence which was to be presented by Complainant and Respondent
5 at a formal hearing on the First Amended Accusation, which
6 hearing was to be held in accordance with the provisions of the
7 Administrative Procedure Act (APA), shall instead and in place
8 thereof be submitted solely on the basis of the provisions of
9 this Stipulation and Agreement.

10 2. Respondent has received, read and understands the
11 Statement to Respondent, the Discovery Provisions of the APA and
12 the First Amended Accusation filed by the Department of Real
13 Estate in this proceeding.

14 3. On March 20, 2009, Respondent filed a Notice of
15 Defense pursuant to Section 11506 of the Government Code for the
16 purpose of requesting a hearing on the allegations in the initial
17 Accusation. Respondent hereby freely and voluntarily withdraws
18 said Notice of Defense. Respondent acknowledges that he
19 understands that by withdrawing said Notice of Defense he will
20 thereby waive his right to require the Commissioner to prove the
21 allegations in the First Amended Accusation at a contested
22 hearing held in accordance with the provisions of the APA and
23 that he will waive other rights afforded to him in connection
24 with the hearing such as the right to present evidence in defense
25 of the allegations in the First Amended Accusation and the right
26 to cross-examine witnesses.

1 4. This Stipulation is based on the factual
2 allegations contained in the First Amended Accusation filed in
3 this proceeding, which Respondent contests. In the interest of
4 expedience and economy, Respondent chooses not to contest these
5 factual allegations at a formal hearing, but to remain silent and
6 understands that, as a result thereof, these factual statements,
7 will serve as a prima facie basis for the disciplinary action
8 stipulated to herein. The Real Estate Commissioner shall not be
9 required to provide further evidence to prove such allegations.

10 5. This Stipulation and Respondent's decision not to
11 contest the First Amended Accusation are made for the purpose of
12 reaching an agreed disposition of this proceeding and are
13 expressly limited to this proceeding and any other proceeding or
14 case in which the Department of Real Estate ("Department"), or
15 another licensing agency of this state, another state or if the
16 federal government is involved, and otherwise shall not be
17 admissible in any other criminal or civil proceedings.

18 6. It is understood by the parties that the Real
19 Estate Commissioner may adopt the Stipulation as his decision in
20 this matter thereby imposing the penalty and sanctions on
21 Respondent's real estate license and license rights as set forth
22 in the below "Order". In the event that the Commissioner in his
23 discretion does not adopt the Stipulation, the Stipulation shall
24 be void and of no effect, and Respondent shall retain the right
25 to a hearing on the First Amended Accusation under all the
26 provisions of the APA and shall not be bound by any stipulation
27 or waiver made herein.

1 7. The Order or any subsequent Order of the Real
2 Estate Commissioner made pursuant to this Stipulation shall not
3 constitute an estoppel, merger or bar to any further
4 administrative or civil proceedings by the Department of Real
5 Estate with respect to any conduct which was not specifically
6 alleged to be causes for accusation in this proceeding.

7 DETERMINATION OF ISSUES

8 By reason of the foregoing stipulations and waivers and
9 solely for the purpose of settlement of the pending First Amended
10 Accusation without a hearing, it is stipulated and agreed that
11 the following determination of issues shall be made:

12 The conduct, acts and/or omissions of Respondent
13 RONALD CLAUDE QUINTERO, as set forth in the First Amended
14 Accusation, constitute cause for the suspension or revocation of
15 all the real estate licenses and license rights of Respondent
16 RONALD CLAUDE QUINTERO under the provisions of Sections 10177(d),
17 and 10177(g) of the Business and Professions Code ("Code") for
18 violations of Code Sections 10085 and 10159.5.

19 ORDER

20 WHEREFORE, THE FOLLOWING ORDER is hereby made:

21 I. All licenses and licensing rights of Respondent
22 RONALD CLAUDE QUINTERO under the Real Estate Law are suspended
23 for a period of ninety (90) days from the effective date of this
24 Decision; provided, however, said suspension shall be stayed for
25 two (2) years upon the following terms and conditions:

1 1. Respondent shall obey all laws, rules and
2 regulations governing the rights, duties and responsibilities of
3 a real estate licensee in the State of California; and

4 2. That no final subsequent determination be made
5 after hearing or upon stipulation that cause for disciplinary
6 action occurred within two (2) years of the effective date of
7 this Decision. Should such a determination be made, the
8 Commissioner may, in his discretion vacate and set aside the stay
9 order and reimpose all or a portion of the stayed suspension.
10 Should no such determination be made, the stay imposed herein
11 shall become permanent.

12 3. Respondent shall, within six months from the
13 effective date of this Decision, take and pass the Professional
14 Responsibility Examination administered by the Department
15 including the payment of the appropriate examination fee. If
16 Respondent fails to satisfy this condition, the Commissioner may
17 order suspension of Respondent's license until Respondent passes
18 the examination; and

19 4. Respondent shall, within six months from the
20 effective date of this Decision, provide proof of payment in the
21 specified amount to the following individuals: Sandra Mendoza
22 (\$2,000), Delia Santos (\$1,600), Jaime Velasco (\$2,400), Kathy
23 Nunes (\$3,500), and Robert Rodriguez (\$2,600). If Respondent
24 fails to satisfy this condition, the Commissioner may order
25 suspension of Respondent's license until Respondent provides

26 ///

1 proof of payment of said amounts.

2
3 DATED:

11/18/09

Lisette Garcia
LISSETE GARCIA, Counsel for Complainant

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5 * * *

6 I have read the Stipulation and Agreement, have
7 discussed it with my counsel, and its terms are understood by me
8 and are agreeable and acceptable to me. I understand that I am
9 waiving rights given to me by the California Administrative
10 Procedure Act (including but not limited to Sections 11506,
11 11508, 11509 and 11513 of the Government Code), and I willingly,
12 intelligently and voluntarily waive those rights, including the
13 right of requiring the Commissioner to prove the allegations in
14 the First Amended Accusation at a hearing at which I would have
15 the right to cross-examine witnesses against me and to present
16 evidence in defense and mitigation of the charges.

17 Respondent can signify acceptance and approval of the
18 terms and conditions of this Stipulation and Agreement by faxing
19 a copy of the signature page, as actually signed by Respondent,
20 to the Department at fax number (213) 576-6917. Respondent
21 agrees, acknowledges and understands that by electronically
22 sending to the Department a fax copy of his actual signature as
23 it appears on the Stipulation and Agreement, that receipt of the
24 faxed copy by the Department shall be as binding on Respondent as
25 if the Department had received the original signed Stipulation
26
27

1 and Agreement.

2
3 DATED: 11/11/2009


RONALD CLAUDE QUINTERO, Respondent

4 I have reviewed the Stipulation and Agreement as to
5 form and content and have advised my client accordingly.

6
7 DATED: 11/11/2009


JEFFREY S. BENICE
Attorney for Respondent

8
9
10 * * *

11 The foregoing Stipulation and Agreement is hereby
12 adopted as my Decision in this matter and shall become effective
13 at 12 o'clock noon on February 1, 2010.

14 IT IS SO ORDERED 12/16/09.

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16 JEFF DAVI
Real Estate Commissioner
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BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

FILED
AUG 20 2009
DEPARTMENT OF REAL ESTATE

* * * *

By C.B.

In the Matter of the Accusation of) No. H-35789 LA
)
RONALD CLAUDE QUINTERO,)
individually and doing business)
as American Mortgage)
Modification, Inc., American)
Mortgage Modification,)
Mortgageleadersedge.com, and)
Debt Advisory Alliance,)
)
MICHAEL TUBBIOLA, individually)
and doing business as American)
Mortgage Modification, Inc.,)
American Mortgage Modification,)
Debt Advisory Alliance,)
Loan Modification Solutions,)
Foreclosure Avoidance)
Network.com, Loanmodpro, Home)
Retention Solutions, and)
Landmark Mortgage 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 July 30, 2009, and the findings of fact set forth herein are based on one or more of the following: (1) Respondent MICHAEL TUBBIOLA's express admissions; (2) affidavits; and (3) other evidence.

FINDINGS OF FACT

1.

On June 11, 2009, Maria Suarez made the First Amended Accusation in her official capacity as a Deputy Real Estate Commissioner of the State of California. On June 18, 2009, the First Amended Accusation, Statement to Respondent MICHAEL TUBBIOLA ("Respondent"), and Notice of Defense were mailed by certified mail, return receipt requested, to Respondent's last known main office address on file with the Department of Real Estate ("Department") at 18350 Mount Langley Street, #210,

Fountain Valley, California 92708. The certified mailing receipt was returned by the post office marked, "Return to Sender Attempted Not Known."

On June 23, 2009, the First Amended Accusation, Statement to Respondent, and Notice of Defense were mailed by certified mail, return receipt requested, and by regular mail to the Respondent's last known mailing address at 18981 Crimson Circle, Huntington Beach, California 92646. The certified mailing receipt and the regular mailing were not returned by the post office.

On July 30, 2009, no Notice of Defense having been filed herein within the time prescribed by Section 11506 of the Government Code, Respondent's default was entered herein.

2.

Respondent is presently licensed and/or has license rights under the Real Estate Law, Part 1 of Division 4 of the California Business and Professions Code ("Code"), as a real estate broker. Respondent was first issued a real estate broker license by the Department on or about January 16, 2007. Respondent was licensed as a real estate salesperson from approximately March 24, 2003, through January 15, 2007.

3.

From an unknown period of time beginning no later than April 1, 2008, and continuing through the present time, Respondent engaged in the business of, acted in the capacity of, advertised or assumed to act as a real estate broker in the State of California, within the meaning of Code Sections 10131(d) and 10131.2, for or in expectation of compensation. Respondent, doing business as American Mortgage Modification, Inc. (sometimes referred to as "AMMI"), American Mortgage Modification (sometimes referred to as "AMM"), Mortgageleadersedge.com, Debt Advisory Alliance, Loan Modification Solutions, Foreclosure Avoidance Network.com, Loanmodpro, Home Retention Solutions and/or Landmark Mortgage Services, Inc., advertised, solicited, and offered to represent borrowers in negotiating, modifying terms and obtaining mortgage loans, and collected advance fees within the meaning of Code Sections 10026 and 10131.2, pursuant to written agreements which constituted advance fee agreements within the meaning of Code Section 10085. Respondent failed to submit these advance fee agreements to the Commissioner before using them.

A. On or about April 1, 2008, American Mortgage Modification, Inc. and/or American Mortgage Modification, contracted to collect and/or collected an advance fee of \$2,000.00 from Sandra Mendoza pursuant to the provisions of a written agreement for performance of loan modification services

with respect to a loan secured by the real property located at 1119 Cimmarron Court, Vallejo, California 94589. Respondent doing business as AMM and/or AMMI, failed to perform the services promised or to obtain a loan for Ms. Mendoza on more favorable terms.

B. On or about June 12, 2008, American Mortgage Modification, Inc. and/or American Mortgage Modification, contracted to collect and/or collected an advance fee of \$1,600.00 from Delia Santos pursuant to the provisions of a written agreement for performance of loan modification services with respect to a loan secured by the real property located at 15776 Gilbert Court, Victorville, California 92394. Respondent doing business as AMM and/or AMMI, failed to perform the services promised or to obtain a loan for Ms. Santos on more favorable terms.

C. On or about July 11, 2008, American Mortgage Modification, Inc. and/or American Mortgage Modification, contracted to collect and/or collected an advance fee of \$2,400.00 from Jaime Velasco pursuant to the provisions of a written agreement for performance of loan modification services with respect to a loan secured by the real property located at 715 S. Riverside Avenue, Rialto, California 92376. Respondent doing business as AMM and/or AMMI, failed to perform the services promised or to obtain a loan for Mr. Velasco on more favorable terms.

D. On or about September 10, 2008, American Mortgage Modification, Inc. and/or American Mortgage Modification, contracted to collect and/or collected an advance fee of \$3,500.00 from Kathy M. Nunes pursuant to the provisions of a written agreement for performance of loan modification services with respect to a loan secured by the real property located at 3463 Joanne Avenue, San Jose, California 95127. Respondent doing business as AMM and/or AMMI, failed to perform the services promised or to obtain a loan for Ms. Nunes on more favorable terms.

E. On or about November 12, 2008, American Mortgage Modification, Inc., American Mortgage Modification and/or Debt Advisory Alliance contracted to collect and/or collected an advance fee of \$2,600.00 from Robert Rodriguez pursuant to the provisions of a written agreement for performance of loan modification services with respect to a loan secured by the real property located at 16545 Deodar Street, Hesperia, California 92345. Respondent doing business as AMM, AMMI and/or Debt Advisory Alliance, failed to perform the services promised or to obtain a loan for Mr. Rodriguez on more favorable terms.

4.

The written agreements described in Paragraph 3, above, constitute an advance fee agreement within the meaning of Code Section 10085.

5.

Respondent ordered, caused, authorized or participated in the conduct of AMMI, AMM, Mortgageleadersedge.com, and/or Debt Advisory Alliance. Respondent also ordered, caused, authorized or participated in the conduct of Loan Modification Solutions, Foreclosure Avoidance Network.com, Loanmodpro, Home Retention Solutions and/or Landmark Mortgage Services, Inc.

6.

In the course of activities described in Findings 3 through 5 above, Respondent acted in violation of the Code and the Regulations.

DETERMINATION OF ISSUES

1.

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

2.

The conduct of Respondent described in Findings 3 through 5, above, violated the Code and Title 10, California Code of Regulations ("Regulations") as set forth below:

A. Code Section 10176(a) for substantial misrepresentation to homeowners Sandra Mendoza, Delia Santos, Jaime Velasco, Kathy M. Nuñez and Robert Rodriguez, to induce them to enter into AMMI, AMM and/or Debt Advisory Alliance's loan modification agreement.

B. Code Section 10176(b) for making false promises of a character likely to influence, persuade or induce the aforesaid homeowners, to enter into AMMI, AMM and/or Debt Advisory Alliance's loan modification agreement.

C. Code Section 10085.5 and Regulation 2970 for charging, claiming, demanding, receiving or collecting an advance fee for soliciting lenders on behalf of borrowers or performing services in connection with loan modification services without complying with the provisions of Code Section 10085 and Regulation 2970.

D. Code Section 10176(i) for conversion of trust funds, to wit, the advance fees of the aforesaid homeowners, in the amount of \$12,100, received by Respondent doing business as AMMI, AMM, and/or Debt Advisory Alliance's, in connection with loan modification services.

E. Code Section 10177(d) for willful disregard or violation of the Real Estate Law, in connection with AMMI, AMM and/or Debt Advisory Alliance's loan modification scheme.

F. Code Section 10177(g) for negligence in connection with AMMI, AMM and/or Debt Advisory Alliance's loan modification scheme.

G. Code Section 10176(c) for making a continued and flagrant course of misrepresentations and/or false promises through real estate agents or salespersons, including Respondent and through unlicensed individuals, with respect to AMM, AMMI and/or Debt Advisory Alliance's loan modification scheme.

H. Code Sections 10176(a), 10176(i) and 10177(g) for intentionally engaging in the conduct above set forth in Finding 3. Alternatively, said Respondent engaged in negligent misrepresentation, fraud or dishonest dealing, negligence and/or negligent misrepresentation to the aforesaid homeowners, for AMMI, AMM and/or Debt Advisory Alliance's loan modification service transactions for which real estate licenses are required.

I. Code Section 10176(i) for systematically employing unlicensed persons as loan modification and foreclosure rescue agents to solicit advance fees without an advance fee agreement, in connection with loan modification services provided to distressed homeowners, including but not limited to, Sandra Mendoza, Delia Santos, Jaime Velasco, Kathy M. Nuñez and Robert Rodriguez, which constitutes fraud and/or dishonest dealing.

J. Code Section 10137 for employing or compensating unlicensed persons as loan modification or foreclosure rescue consultants to solicit advance fees without an advance fee agreement, in connection with loan modification services provided to distressed homeowners, including but not limited to, Sandra Mendoza, Delia Santos, Jaime Velasco, Kathy M. Nuñez and Robert Rodriguez.

K. Code Section 10159.5 and Regulation 2731, during a period of time from approximately April 1, 2008, and continuing through the present, for using, causing or permitting the use of the fictitious names "American Mortgage Modification, Inc.", "American Mortgage Modification", "Debt Advisory Alliance", "Mortgageleadersedge.com", "Loan Modification Solutions", "Foreclosure Avoidance Network.com", "Loanmodpro.com", and/or "Home Retention Solutions" in the conduct of activities for which a license is required, to wit, loan modification and

foreclosure rescue under the Real Estate Law without holding a license bearing said fictitious business names.

3.

The conduct, acts and/or omissions of Respondent MICHAEL TUBBIOLA, as set forth in Findings 3 through 5 above, violated Code Sections 10085.5, 10137, 10159.5 and Regulations 2970 and 2731, and therefore grounds exist to discipline Respondent's license and/or license rights pursuant to Business and Professions Code Sections 10176(a), 10176(b), 10176(c), 10176(i), 10177(d) and 10177(g).

ORDER

The license and license rights of Respondent, MICHAEL TUBBIOLA, 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 September 9, 2009.

DATED: 8/17/09.

JEFF DAVI
Real Estate Commissioner

A handwritten signature in black ink, appearing to read 'Barbara J. Bigby', written over a horizontal line.

BY: Barbara J. Bigby
Chief Deputy Commissioner

FILED
JUL 30 2009
DEPARTMENT OF REAL ESTATE

Respondent, MICHAEL TUBBIOLA, individually and doing business as American Mortgage Modification, Inc., American Mortgage Modification, Debt Advisory Alliance, Loan Modification Solutions, Foreclosure Avoidance Network.com, Loanmodpro, Home Retention Solutions, and Landmark Mortgage Services, Inc., having

1 failed to file a Notice of Defense within the time required by
2 Section 11506 of the Government Code, is now in default. It is,
3 therefore, ordered that a default be entered on the record in
4 this matter.

5 IT IS SO ORDERED

July 30, 2009.

6 JEFF DAVI
7 Real Estate Commissioner

8 Dolores Weeks
9 By: DOLORES WEEKS
10 Regional Manager
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SAC

LISSETE GARCIA, Counsel (SBN 211552)
Department of Real Estate
320 West Fourth St., Ste. #350
Los Angeles, CA 90013

FILED
JUNE 18, 2009
DEPARTMENT OF REAL ESTATE

(213) 576-6982
(213) 576-6914

By C.R.

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

* * * *

In the Matter of the Accusation of)	No. H-35789 LA
)	L-2009040044
RONALD CLAUDE QUINTERO,)	
individually and doing business)	
as American Mortgage)	<u>FIRST AMENDED</u>
Modification, Inc., American)	<u>ACCUSATION</u>
Mortgage Modification,)	
Mortgageleadersedge.com, and)	
Debt Advisory Alliance,)	
)	
MICHAEL TUBBIOLA, individually)	
and doing business as American)	
Mortgage Modification, Inc.,)	
American Mortgage Modification,)	
Debt Advisory Alliance,)	
Loan Modification Solutions,)	
Foreclosure Avoidance)	
Network.com, Loanmodpro, Home)	
Retention Solutions, and)	
Landmark Mortgage Services, Inc.)	
)	
Respondents.)	
)	

This First Amended Accusation amends the Accusation
filed on March 18, 2009 in its entirety. The Complainant, Maria
Suarez, a Deputy Real Estate Commissioner, for cause of

1 Accusation against RONALD CLAUDE QUINTERO, doing business as
2 American Mortgage Modification, Inc., American Mortgage
3 Modification, Mortgageleadersedge.com, and Debt Advisory
4 Alliance; and MICHAEL TUBBIOLA, doing business as American
5 Mortgage Modification, Inc., American Mortgage Modification, Debt
6 Advisory Alliance, Loan Modification Solutions, Foreclosure
7 Avoidance Network.com, Loanmodpro, Home Retention Solutions and
8 Landmark Mortgage Services, Inc., is informed and alleges as
9 follows:

10 1.

11 The Complainant, Maria Suarez, a Deputy Real Estate
12 Commissioner of the State of California, makes this First Amended
13 Accusation in her official capacity.

14 2.

15 A. At all times herein mentioned, Respondent RONALD
16 CLAUDE QUINTERO (sometimes referred to as Respondent "QUINTERO")
17 and Respondent MICHAEL TUBBIOLA (sometimes referred to as
18 Respondent "TUBBIOLA") were licensed and/or have license rights
19 under the Business and Professions Code ("Code") as real estate
20 brokers.

21 B. Respondent QUINTERO was first licensed as a real
22 estate broker on or about February 13, 1990. Respondent QUINTERO
23 was licensed as a salesperson prior to that time, from
24 approximately June 1, 1984 through February 12, 1990.

25 C. Respondent TUBBIOLA was first licensed as a real
26 estate broker on or about January 16, 2007. Respondent TUBBIOLA
27 was licensed as a salesperson prior to that time, from

1 approximately March 24, 2003 through January 15, 2007.

2 3.

3 At all times mentioned herein, American Mortgage
4 Modification, Inc. (hereinafter "AMMI") is and was a California
5 corporation. On or about July 7, 2008, Respondent QUINTERO was
6 listed as the Agent for Service of Process on the Articles of
7 Incorporation for AMMI. A SI-200 Statement of Information dated
8 July 28, 2008, listing Respondent QUINTERO as the CEO and CFO of
9 AMMI and Respondent TUBBIOLA as the Secretary, was filed with the
10 Secretary of State of California on November 12, 2008. At all
11 times relevant, Respondents QUINTERO and TUBBIOLA owned or
12 controlled more than 10% of American Mortgage Modification,
13 Inc.'s stock. American Mortgage Modification (hereinafter "AMM")
14 and Mortgageleadersedge.com were fictitious business names of
15 Respondent QUINTERO. AMM is also a fictitious business name of
16 Respondent TUBBIOLA.

17 4.

18 All further references to "Respondents" includes the
19 parties listed in the preamble, Paragraphs 2 and 3, as well as
20 all the officers, directors, employees, agents and real estate
21 licensees employed by or associated with Respondents QUINTERO and
22 TUBBIOLA and who at all times herein mentioned were engaged in
23 the furtherance of the business or operations of Respondents
24 QUINTERO and TUBBIOLA, and who were acting within the course and
25 scope of their authority and employment.
26
27

1 5.

2 From an unknown period of time beginning no later than
3 April 1, 2008, and continuing through the present time,
4 Respondents engaged in the business of, acted in the capacity of,
5 advertised or assumed to act as real estate brokers in the State
6 of California, within the meaning of Code Sections 10131(d) and
7 10131.2, for or in expectation of compensation. Respondents,
8 individually and/or jointly doing business as AMMI, AMM,
9 Mortgageleadersedge.com, Debt Advisory Alliance, Loan
10 Modification Solutions, Foreclosure Avoidance Network.com,
11 Loanmodpro, Home Retention Solutions and/or Landmark Mortgage
12 Services, Inc. advertised, solicited, and offered to represent
13 borrowers in negotiating, modifying terms and obtaining mortgage
14 loans, and collected advance fees within the meaning of Code
15 Sections 10026 and 10131.2, pursuant to written agreements which
16 constituted advance fee agreements within the meaning of Code
17 Section 10085. Respondents QUINTERO and TUBBIOLA failed to
18 submit these advance fee agreements to the Commissioner before
19 using them.

20 A. On or about April 1, 2008, American Mortgage
21 Modification, Inc. and/or American Mortgage Modification,
22 contracted to collect and/or collected an advance fee of
23 \$2,000.00 from Sandra Mendoza pursuant to the provisions of a
24 written agreement for performance of loan modification services
25 with respect to a loan secured by the real property located at
26 1119 Cimmaron Court, Vallejo, California 94589. Respondents
27 doing business as AMM and/or AMMI, failed to perform the services

1 promised or to obtain a loan for Ms. Mendoza on more favorable
2 terms.

3 B. On or about June 12, 2008, American Mortgage
4 Modification, Inc. and/or American Mortgage Modification,
5 contracted to collect and/or collected an advance fee of
6 \$1,600.00 from Delia Santos pursuant to the provisions of a
7 written agreement for performance of loan modification services
8 with respect to a loan secured by the real property located at
9 15776 Gilbert Court, Victorville, California 92394. Respondents
10 doing business as AMM and/or AMMI, failed to perform the services
11 promised or to obtain a loan for Ms. Santos on more favorable
12 terms.

13 C. On or about July 11, 2008, American Mortgage
14 Modification, Inc. and/or American Mortgage Modification,
15 contracted to collect and/or collected an advance fee of
16 \$2,400.00 from Jaime Velasco pursuant to the provisions of a
17 written agreement for performance of loan modification services
18 with respect to a loan secured by the real property located at
19 715 S. Riverside Avenue, Rialto, California 92376. Respondents
20 doing business as AMM and/or AMMI, failed to perform the services
21 promised or to obtain a loan for Mr. Velasco on more favorable
22 terms.

23 D. On or about September 10, 2008, American Mortgage
24 Modification, Inc. and/or American Mortgage Modification,
25 contracted to collect and/or collected an advance fee of
26 \$3,500.00 from Kathy M. Nunes pursuant to the provisions of a
27 written agreement for performance of loan modification services

1 with respect to a loan secured by the real property located at
2 3463 Joanne Avenue, San Jose, California 95127. Respondents
3 doing business as AMM and/or AMMI, failed to perform the services
4 promised or to obtain a loan for Ms. Nunes on more favorable
5 terms.

6 E. On or about November 12, 2008, American Mortgage
7 Modification, Inc., American Mortgage Modification and/or Debt
8 Advisory Alliance contracted to collect and/or collected an
9 advance fee of \$2,600.00 from Robert Rodriguez pursuant to the
10 provisions of a written agreement for performance of loan
11 modification services with respect to a loan secured by the real
12 property located at 16545 Deodar Street, Hesperia, California
13 92345. Respondents doing business as AMM, AMMI and/or Debt
14 Advisory Alliance, failed to perform the services promised or to
15 obtain a loan for Mr. Rodriguez on more favorable terms.

16 6.

17 The written agreements described in Paragraph 5, above,
18 constitute an advance fee agreement within the meaning of Code
19 Section 10085.

20 7.

21 Respondents QUINTERO and TUBBIOLA ordered, caused,
22 authorized or participated in the conduct of AMMI, AMM,
23 Mortgageleadersedge.com, and/or Debt Advisory Alliance as is
24 alleged in this First Amended Accusation. Respondent TUBBIOLA
25 also ordered, caused, authorized or participated in the conduct
26 of Loan Modification Solutions, Foreclosure Avoidance
27 Network.com, Loanmodpro, Home Retention Solutions and/or Landmark

1 Mortgage Services, Inc., as is alleged in this First Amended
2 Accusation.

3 DISCIPLINE STATUTES AND REGULATIONS

4 8.

5 The conduct of Respondents QUINTERO and TUBBIOLA
6 described in Paragraph 5, above, violated the Code and the
7 Regulations as set forth below:

8 A. Code Section 10176(a) for substantial
9 misrepresentation to homeowners Sandra Mendoza, Delia Santos,
10 Jaime Velasco, Kathy M. Nuñez and Robert Rodriguez, to induce
11 them to enter into AMMI, AMM and/or Debt Advisory Alliance's loan
12 modification agreement.

13 B. Code Section 10176(b) for making false promises of
14 a character likely to influence, persuade or induce the aforesaid
15 homeowners, to enter into AMMI, AMM and/or Debt Advisory
16 Alliance's loan modification agreement.

17 C. Code Section 10085.5 and Regulation 2970 for
18 charging, claiming, demanding, receiving or collecting an advance
19 fee for soliciting lenders on behalf of borrowers or performing
20 services in connection with loan modification services without
21 complying with the provisions of Code Section 10085 and
22 Regulation 2970.

23 D. Code Section 10176(i) for conversion of trust
24 funds, to wit, the advance fees of the aforesaid homeowners, in
25 the amount of \$12,100, received by Respondents doing business as
26 AMMI, AMM, and/or Debt Advisory Alliance's, in connection with
27 loan modification services.

1 E. Code Section 10177(d) for willful disregard or
2 violation of the Real Estate Law, in connection with AMMI, AMM
3 and/or Debt Advisory Alliance's loan modification scheme.

4 F. Code Section 10177(g) for negligence in connection
5 with AMMI, AMM and/or Debt Advisory Alliance's loan modification
6 scheme.

7 G. Code Section 10176(c) for making a continued and
8 flagrant course of misrepresentations and/or false promises
9 through real estate agents or salespersons, including Respondents
10 QUINTERO and TUBBIOLA and through unlicensed individuals, with
11 respect to AMM, AMMI and/or Debt Advisory Alliance's loan
12 modification scheme.

13 H. Code Sections 10176(a), 10176(i) and/or 10177(g)
14 for intentionally engaging in the conduct above set forth in
15 Paragraph 5. Alternatively, said Respondents engaged in
16 negligent misrepresentation, fraud or dishonest dealing,
17 negligence and/or negligent misrepresentation to the aforesaid
18 homeowners, for AMMI, AMM and/or Debt Advisory Alliance's loan
19 modification Service transactions for which real estate licenses
20 are required.

21 I. Code Section 10176(i) for systematically employing
22 unlicensed persons as loan modification and foreclosure rescue
23 agents to solicit advance fees without an advance fee agreement,
24 in connection with loan modification services provided to
25 distressed homeowners, including but not limited to, Sandra
26 Mendoza, Delia Santos, Jaime Velasco, Kathy M. Nuñez and Robert
27 Rodriguez, which constitutes fraud or dishonest dealing.

1 J. Code Section 10137 for employing or compensating
2 unlicensed persons as loan modification or foreclosure rescue
3 consultants to solicit advance fees without an advance fee
4 agreement, in connection with loan modification services provided
5 to distressed homeowners, including but not limited to, Sandra
6 Mendoza, Delia Santos, Jaime Velasco, Kathy M. Nuñez and Robert
7 Rodriguez.

8 K. Code Section 10159.5 and Regulation 2731, during a
9 period of time from approximately April 1, 2008, and continuing
10 through the present, for using, causing or permitting the use of
11 the fictitious names "American Mortgage Modification, Inc.",
12 "American Mortgage Modification", "Debt Advisory Alliance",
13 "Mortgageleadersedge.com", "Loan Modification Solutions",
14 "Foreclosure Avoidance Network.com", "Loanmodpro.com", and/or
15 "Home Retention Solutions" in the conduct of activities for which
16 a license is required, to wit, loan modification and foreclosure
17 rescue under the Real Estate Law without holding a license
18 bearing said fictitious business names.

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1 WHEREFORE, Complainant prays that a hearing be
2 conducted on the allegations of this First Amended Accusation and
3 that upon proof thereof, a decision be rendered imposing
4 disciplinary action against all licenses and/or license rights of
5 Respondents, RONALD CLAUDE QUINTERO and MICHAEL TUBBIOLA, under
6 the Real Estate Law, and for such other and further relief as may
7 be proper under other applicable provisions of law.

8 Dated at Los Angeles, California

9 this 11th day of June, 2009.

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13 MARIA SUAREZ
14 Deputy Real Estate Commissioner
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24 cc: Ronald Claude Quintero
25 Michael Tubbiola
26 Jeffrey S. Benice, Esq.
27 Maria Suarez
Phillip Ihde
Sacto
OAH

LISSETE GARCIA, Counsel (SBN 211552)
Department of Real Estate
320 West Fourth St., Ste. #350
Los Angeles, CA 90013

FILED
MARCH 18, 2009
DEPARTMENT OF REAL ESTATE

(213) 576-6982
(213) 576-6914

By C.2

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

* * * *

In the Matter of the Accusation of)	No. H-35789 LA
RONALD CLAUDE QUINTERO,)	<u>A C C U S A T I O N</u>
doing business as American)	
Mortgage Modification, Inc.;)	
American Mortgage Modification;)	
and Mortgageleadersedge.com,)	
Respondent.)	

The Complainant, Robin Trujillo, a Deputy Real Estate Commissioner, for cause of Accusation against RONALD CLAUDE QUINTERO, doing business as American Mortgage Modification, Inc., American Mortgage Modification, and Mortgageleadersedge.com, is informed and alleges as follows:

1.

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

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1 2.

2 At all times herein mentioned, Respondent RONALD CLAUDE
3 QUINTERO (sometimes referred to as Respondent "QUINTERO") was
4 licensed and/or has license rights under the Business and
5 Professions Code as a real estate broker. Respondent QUINTERO
6 was first licensed as a real estate broker on or about February
7 13, 1990. Respondent QUINTERO was licensed as a salesperson
8 prior to that time, from approximately June 1, 1984 through
9 February 12, 1990.

10 3.

11 At all times herein mentioned, American Mortgage
12 Modification, Inc., is and was a California corporation.
13 Respondent QUINTERO is the CEO and CFO of American Mortgage
14 Modification, Inc. At all times relevant herein, Respondent
15 QUINTERO has owned or controlled more than 10% of American
16 Mortgage Modification, Inc.'s stock. American Mortgage
17 Modification and Mortgageleadersedge.com are fictitious business
18 names of American Mortgage Modification, Inc.

19 4.

20 All further references to "Respondent" includes the
21 parties listed in Paragraphs 2 and 3, as well as all the
22 officers, directors, employees, agents and real estate licensees
23 employed by or associated with Respondent QUINTERO and who at all
24 times herein mentioned were engaged in the furtherance of the
25 business or operations of Respondent QUINTERO, and who were
26 acting within the course and scope of their authority and
27 employment.

1 5.

2 During a period of time from approximately April 1,
3 2008, and continuing through November 12, 2008, American Mortgage
4 Modification, Inc. and American Mortgage Modification engaged in
5 the business of, acted in the capacity of, advertised or assumed
6 to act as real estate brokers in the State of California, within
7 the meaning of Code Sections 10131(d) and 10131.2, for or in
8 expectation of compensation. American Mortgage Modification,
9 Inc. and American Mortgage Modification represented borrowers in
10 negotiating and modifying terms and obtaining mortgage loans, and
11 collected advance fees within the meaning of Code Sections 10026
12 and 10131.2, pursuant to written agreements which constituted
13 advance fee agreements within the meaning of Code Section 10085.
14 Respondent QUINTERO failed to submit these advance fee agreements
15 to the Commissioner before using them.

16 a. On or about April 1, 2008, American Mortgage
17 Modification, Inc., contracted to collect and/or collected an
18 advance fee of \$2,000.00 from Sandra Mendoza pursuant to the
19 provisions of a written agreement for performance of loan
20 modification services with respect to a loan secured by the real
21 property located at 1119 Cimmaron Court, Vallejo, California
22 94589. Respondent QUINTERO failed to perform the services
23 promised or to obtain a loan for Ms. Mendoza on more favorable
24 terms.

25 b. On or about June 12, 2008, American Mortgage
26 Modification, Inc., contracted to collect and/or collected an
27 advance fee of \$1,600.00 from Delia Santos pursuant to the

1 provisions of a written agreement for performance of loan
2 modification services with respect to a loan secured by the real
3 property located at 15776 Gilbert Court, Victorville, California
4 92394. Respondent QUINTERO failed to perform the services
5 promised or to obtain a loan for Ms. Santos on more favorable
6 terms.

7 c. On or about July 11, 2008, American Mortgage
8 Modification, Inc., contracted to collect and/or collected an
9 advance fee of \$2,400.00 from Jaime Velasco pursuant to the
10 provisions of a written agreement for performance of loan
11 modification services with respect to a loan secured by the real
12 property located at 715 S. Riverside Avenue, Rialto, California
13 92376. Respondent QUINTERO failed to perform the services
14 promised or to obtain a loan for Mr. Velasco on more favorable
15 terms.

16 d. On or about September 10, 2008, American Mortgage
17 Modification, Inc., contracted to collect and/or collected an
18 advance fee of \$3,500.00 from Kathy M. Nunes pursuant to the
19 provisions of a written agreement for performance of loan
20 modification services with respect to a loan secured by the real
21 property located at 3463 Joanne Avenue, San Jose, California
22 95127. Respondent QUINTERO failed to perform the services
23 promised or to obtain a loan for Ms. Nunes on more favorable
24 terms.

25 e. On or about November 12, 2008, American Mortgage
26 Modification, Inc., contracted to collect and/or collected an
27 advance fee of \$2,600.00 from Robert Rodriguez pursuant to the

1 provisions of a written agreement for performance of loan
2 modification services with respect to a loan secured by the real
3 property located at 16545 Deodar Street, Hesperia, California
4 92345. Respondent QUINTERO failed to perform the services
5 promised or to obtain a loan for Mr. Rodriguez on more favorable
6 terms.

7 6.

8 The written agreements described in Paragraph 5, above,
9 constitute an advance fee agreement within the meaning of Code
10 Section 10085.

11 7.

12 Respondent QUINTERO ordered, caused, authorized or
13 participated in the conduct of American Mortgage Modification,
14 Inc., American Mortgage Modification, and
15 Mortgageleadersedge.com, as is alleged in this Accusation.

16 8.

17 Respondent QUINTERO failed to submit the written
18 agreements referred to in Paragraph 5, above, to the Commissioner
19 ten days before using them, in violation of Code Section 10085
20 and Regulation 2970.

21 9.

22 The conduct, acts and/or omissions of Respondent
23 QUINTERO, as set forth in Paragraphs 5 through 8 above, in
24 collecting advance fees from prospective borrowers pursuant to a
25 written fee agreement, which agreement was not submitted to the
26 Department for review prior to use, was in violation of Code
27 Section 10085 and Regulation 2970, and constitutes grounds for

1 discipline of the licenses and license rights of Respondent
2 RONALD CLAUDE QUINTERO pursuant to Code Sections 10177(d) and/or
3 10177(g).

4 10.

5 During a period of time from approximately April 1,
6 2008, and continuing through November 12, 2008, Respondent
7 QUINTERO used, caused or permitted the use of the fictitious
8 names "American Mortgage Modification, Inc.", "American Mortgage
9 Modification" and/or "Mortgageleadersedge.com" in the conduct of
10 activities for which a license is required under the Real Estate
11 Law without holding a license bearing the fictitious business
12 names.

13 11.

14 Respondent QUINTERO's conduct, as alleged in Paragraph
15 10, above, is in violation of Section 2731 of Chapter 6, Title
16 10, California Code of Regulations, and constitutes grounds for
17 discipline of the licenses and license rights of Respondent
18 RONALD CLAUDE QUINTERO pursuant to Code Sections 10177(d) and/or
19 10177(g).

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1 WHEREFORE, Complainant prays that a hearing be
2 conducted on the allegations of this Accusation and that upon
3 proof thereof, a decision be rendered imposing disciplinary
4 action against all licenses and/or license rights of Respondent,
5 RONALD CLAUDE QUINTERO, under the Real Estate Law, and for such
6 other and further relief as may be proper under other applicable
7 provisions of law.

8 Dated at Los Angeles, California
9 this 12 day of March, 2009.

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13 Robin Trujillo
14 Deputy Real Estate Commissioner
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24 cc: Ronald Claude Quintero
25 26072 Red Corral
26 Laguna Hills, CA 92653
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