

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

4 Telephone: (213) 576-6982



K. Niederholtz

8 BEFORE THE DEPARTMENT OF REAL ESTATE

9 STATE OF CALIFORNIA

10 * * * * *

11 To: REFISOUP.COM, INC., dba) No. H-36357 LA
12 Greenleaf; UNITED STATES)
13 HOMEOWNERS RELIEF, dba Greenleaf) ORDER TO DESIST
14 Modify, Greenleaf; GREENLEAF) AND REFRAIN
15 LEGAL SERVICES, LLC.; PAUL BAIN;)
16 AMIN SARPAS; SIMON YARANDI;) (B & P Code Section 10086)
17 DAMON CARRIGER; SUE MEHTA;)
18 MAY CHOURY; CHRISTINE ORMOND;)
19 DAVID SARPASS.)
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19 The Commissioner ("Commissioner") of the California Department of Real Estate
20 ("Department") caused an investigation to be made of the activities of REFISOUP.COM, INC.
21 ("REFISOUP"), UNITED STATES HOMEOWNERS RELIEF ("USHR"), GREENLEAF
22 LEGAL SERVICES, LLC., ("GLS"), PAUL BAIN ("BAIN"), AMIN SARPAS ("SARPAS"),
23 SIMON YARANDI ("YARANDI"), DAMON CARRIGER ("CARRIGER"), SUE MEHTA
24 ("MEHTA"), MAY CHOURY ("CHOURY"), CHRISTINE ORMOND ("ORMOND") and
25 DAVID SARPASS ("SARPASS"). Based on that investigation, the Commissioner has
26 determined that REFISOUP, USHR, GREENLEAF, BAIN, SARPAS, YARANDI, CARRIGER,
27 MEHTA, CHOURY, ORMOND and SARPASS have engaged in or are engaging in acts or are
attempting to engage in the business of, acting in the capacity of, and/or advertising or assuming

1 to act as real estate brokers in the State of California within the meaning of Code Section
2 10131(d) (soliciting, negotiating and performing services for borrowers in connection with loans
3 secured by real property) and 10131.2 (advance fee handling).

4 In addition, based on that investigation, the Commissioner has determined that
5 REFISOUP, USHR, GLS, BAIN, SARPAS, YARANDI, CARRIGER, MEHTA, CHOURY,
6 ORMOND and SARPASS have engaged in or are engaging in acts or are attempting to engage
7 practices constituting violations of the California Business and Professions Code (“Code”) and/or
8 Title 10, California Code of Regulations (“Regulations”). Based on the findings of that
9 investigation, set forth below, the Commissioner hereby issues the following Findings of Fact,
10 Conclusions of Law, and Desist and Refrain Order under the authority of Section 10086 of the
11 Code.

12 FINDINGS OF FACT

13 1. REFISOUP.COM, INC. is presently licensed and/or has license rights under
14 the Real Estate Law, Part 1 of Division 4 of the California Business and Professions Code
15 (“Code”), as a real estate corporation.

16 2. UNITED STATES HOMEOWNERS RELIEF is not now, and has never
17 been, licensed by the Department in any capacity.

18 3. GREENLEAF LEGAL SERVICES, LLC is not now, and has never been,
19 licensed by the Department in any capacity.

20 4. PAUL BAIN is not now, and has never been, licensed by the Department in
21 any capacity.

22 5. AMIN SARPAS is not now, and has never been, licensed by the Department
23 in any capacity.

24 6. SIMON YARANDI is not now, and has never been, licensed by the
25 Department in any capacity.

26 7. DAMON CARRIGER is not now, and has never been, licensed by the
27 Department in any capacity.

1 8. SUE MEHTA is not now, and has never been, licensed by the Department in
2 any capacity.

3 9. MAY CHOURY is not now, and has never been, licensed by the Department
4 in any capacity.

5 10. CHRISTINE ORMOND is not now, and has never been, licensed by the
6 Department in any capacity.

7 11. DAVID SARPASS is not now, and has never been, licensed by the
8 Department in any capacity.

9 12. At the time set forth below each and every respondent solicited borrowers
10 and negotiated to do one or more of the following acts for another or others, for or in
11 expectation of compensation: engaged in the business of, acted in the capacity of, or advertised
12 a loan modification service and advance fee brokerage under one or more business names
13 including, but not limited to, "Greenleaf Legal Services, LLC", "Greenleaf" or "Greenleaf
14 Modify" soliciting, offering to negotiate or perform loan modification services with respect to
15 loans which were secured by liens on real property for compensation or in expectation of
16 compensation and for fees collected in advance of the transaction.

17 Andrei Costea's transaction

18 13. In approximately June 2008, GLS solicited Andrei Costea (Costea) in order
19 to provide loan modification services to save Costea's home from being lost in foreclosure.

20 14. In furtherance of GLS' plan and scheme to provide loan modification
21 services to Costea, GLS requested an advance fee of \$2,250 from Costea. In reliance on GLS'
22 representations, Costa paid GLS \$2,250 by credit card on or about June 12, 2008.

23 15. After Costea paid the \$2,250 by credit card mentioned above to GLS, he
24 received no further communications or services of any type from GLS, or from anyone connected
25 in any way with Greenleaf Legal Services, LLC, Greenleaf or Greenleaf Modify.

26 Kathryn Eaton's transaction

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1 16. In approximately July 2008, GLS solicited Kathryn Eaton (Eaton) in order
2 to provide loan modification services to save Eaton's home from being lost in foreclosure.

3 17. In furtherance of GLS' plan and scheme to provide loan modification
4 services to Eaton, GLS requested an advance fee of \$4,425 from Eaton. In reliance on GLS'
5 representations, Costa paid GLS \$4,425 on or about July 21, 2008.

6 18. After Eaton paid the \$4,425 mentioned above to GLS, she received no
7 further communications or services of any type from GLS, or from anyone connected in any way
8 with Greenleaf Legal Services, LLC, Greenleaf or Greenleaf Modify.

9 Vicki Van Dreel's transaction

10 19. In approximately December 2008, GLS solicited Vicki Van Dreel (Van
11 Dreel) in order to provide loan modification services to save Van Dreel's home from being lost in
12 foreclosure.

13 20. In furtherance of GLS' plan and scheme to provide loan modification
14 services to Van Dreel, GLS requested an advance fee of \$2,400 from Van Dreel. In reliance on
15 GLS' representations, Van Dreel delivered two (2) checks to GSL, one for \$1,200.00 on or about
16 December 29, 2008; and another for \$1,200.00 on or about January 12, 2009.

17 21. After Van Dreel paid the \$2,400 mentioned above to GLS, she received no
18 further communications or services of any type from GLS, or from anyone connected in any way
19 with Greenleaf Legal Services, LLC, Greenleaf or Greenleaf Modify.

20 Alfredo Libunao's transaction

21 22. In approximately July 2008, GLS solicited Alfredo Libunao (Libunao) in
22 order to provide loan modification services to save Libunao's home from being lost in
23 foreclosure.

24 23. In furtherance of GLS' plan and scheme to provide loan modification
25 services to Libunao, GLS requested an advance fee of \$3495 from Libunao. In reliance on GLS'
26 representations, Libunao paid GLS \$3,495 on or about August 1, 2008.

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1 24. After Libunao paid the \$3,495 mentioned above to GLS, he received no
2 further communications or services of any type from GLS, or from anyone connected in any way
3 with Greenleaf Legal Services, LLC, Greenleaf or Greenleaf Modify.

4 Ramiro Garcia's transaction

5 25. In approximately October 2008, GLS solicited Ramiro Garcia (Garcia) in
6 order to provide loan modification services to save Garcia's homes from being lost in foreclosure.

7 26. In furtherance of GLS' plan and scheme to provide loan modification
8 services to Garcia, GLS requested an advance fee of \$10,500 from Garcia. In reliance on GLS'
9 representations, Garcia paid GLS \$10,500 on or about December 4, 2008.

10 27. After Garcia paid the \$10,500 mentioned above to GLS, he received no
11 further communications or services of any type from GLS, or from anyone connected in any way
12 with Greenleaf Legal Services, LLC, Greenleaf or Greenleaf Modify.

13 Randall Craig's transaction

14 28. In approximately July 2008, GLS solicited Randall Craig (Craig) in order to
15 provide loan modification services to save Craig's home from being lost in foreclosure.

16 29. In furtherance of GLS' plan and scheme to provide loan modification
17 services to Craig, GLS requested an advance fee of \$1,200 from Craig. In reliance on GLS'
18 representations, Craig paid GLS \$1,200 on or about July 9, 2008.

19 30. After Craig paid the \$1,200 mentioned above to GLS, he received no
20 further communications or services of any type from GLS, or from anyone connected in any way
21 with Greenleaf Legal Services, LLC, Greenleaf or Greenleaf Modify.

22 Forrest and Diane Turner's transaction

23 31. In approximately December 2008, GLS solicited Forrest and Dian Turner
24 (Turner) in order to provide loan modification services to save Turner's home from being lost in
25 foreclosure.

1 32. In furtherance of GLS' plan and scheme to provide loan modification
2 services to Turner, GLS requested an advance fee of \$3,500 from Turner. In reliance on GLS'
3 representations, Turner paid GLS \$3,500 on or about December 18, 2008.

4 33. After Turner paid the \$3,500 mentioned above to GLS, they received no
5 further communications or services of any type from GLS, or from anyone connected in any way
6 with Greenleaf Legal Services, LLC, Greenleaf or Greenleaf Modify.

7 Alton Marshall's transaction

8 34. In approximately February 2009, GLS solicited Alton Marshall (Marshall)
9 in order to provide loan modification services to save Marshall's home from being lost in
10 foreclosure.

11 35. In furtherance of GLS' plan and scheme to provide loan modification
12 services to Marshall, GLS requested an advance fee of \$2,950 from Marshall. In reliance on
13 GLS' representations, Marshall paid GLS \$2,950 on or about February 23, 2009.

14 36. After Marshall paid the \$2,950 mentioned above to GLS, he received no
15 further communications or services of any type from GLS, or from anyone connected in any way
16 with Greenleaf Legal Services, LLC, Greenleaf or Greenleaf Modify.

17 Lee Valvis' transaction

18 37. In approximately July 2008, GLS solicited Lee Valvis (Valvis) in order to
19 provide loan modification services to save Valvis' home from being lost in foreclosure.

20 38. In furtherance of GLS' plan and scheme to provide loan modification
21 services to Valvis, GLS requested an advance fee of \$2,500 from Valvis. In reliance on GLS'
22 representations, Valvis paid GLS \$2,500 on or about August 19, 2008.

23 39. After Valvis paid the \$2,500 mentioned above to GLS, he received no
24 further communications or services of any type from GLS, or from anyone connected in any way
25 with Greenleaf Legal Services, LLC, Greenleaf or Greenleaf Modify.

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1 CONCLUSIONS OF LAW

2 40. Based on the information contained in Paragraphs 1 through 39, above,
3 REFISOUP violated Section 10085 of the Code and Regulation 2970, by not having an
4 approved advance fee agreement on file with the Department.

5 41. Based on the information contained in Paragraphs 1 through 39, above,
6 REFISOUP violated Code Section 10137 of the Code by employing and/or compensating
7 individuals who were not licensed as a real estate salesperson or as a broker to perform activities
8 requiring a real estate license.

9 42. Based on the information contained in Paragraphs 1 through 39, above,
10 USHR, GLS, BAIN, SARPAS, YARANDI, CARRIGER, MEHTA, CHOURY, ORMOND and
11 SARPASS violated Section 10130 of the Code by engaging in the activities without first
12 obtaining a broker license from the Department.

13 DESIST AND REFRAIN ORDER

14 Based upon the FINDINGS OF FACT and CONCLUSIONS OF LAW stated
15 herein, IT IS ORDERED THAT:

16 A. REFISOUP.COM, INC., UNITED STATES HOMEOWNERS RELIEF,
17 GREENLEAF LEGAL SERVICES, LLC., PAUL BAIN, AMIN SARPAS, SIMON YARANDI,
18 DAMON CARRIGER, SUE MEHTA, MAY CHOURY, CHRISTINE ORMOND and DAVID
19 SARPASS, immediately desist and refrain from performing any acts within the State of
20 California for which a real estate broker license is required, unless or until you are so licensed;

21 B. REFISOUP, INC., immediately desist and refrain from employing and/or
22 compensating individuals who are not licensed as a real estate salesperson or as a broker to
23 perform activities requiring a real estate license;

24 IT IS FURTHER ORDERED THAT REFISOUP.COM, INC. :

25 1. Immediately desist and refrain from charging, demanding, claiming, collecting and/or
26 receiving advance fees, as that term is defined in Section 10026 of the Code, in any form, and
27 under any conditions, with respect to the performance of loan modification or any other form of

1 mortgage loan forbearance services in connection with loans on residential property containing
2 four or fewer dwelling units (Code Section 10085.6).

3 2. Immediately desist and refrain from charging, demanding, claiming, collecting and/or
4 receiving advance fees, as that term is defined in Section 10026 of the Code, for any of the other
5 real estate related services you offer to others, unless and until you demonstrate and provide
6 evidence satisfactory to the Commissioner that you are properly licensed by the Department as a
7 real estate broker, and that:

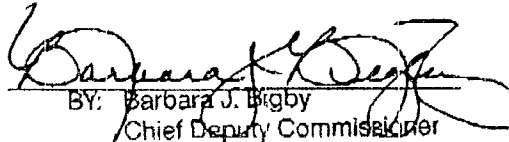
8 (1) you have an advance fee agreement which has been submitted to the
9 Department and which is in compliance with Section 10085 of the Code and Section 2970 of the
10 Regulations;

11 (2) you have placed all previously collected advance fees into a trust account
12 for that purpose and are in compliance with Section 10146 of the Code; and

13 (3) you have provided an accounting to trust fund owner-beneficiaries
14 pursuant to Section 2972 of the Regulations.

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18 DATED: 11/16, 2009.

19 JEFF DAVI
20 Real Estate Commissioner

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22 BY: Barbara J. Bigby
23 Chief Deputy Commissioner

24 **Notice:** Business and Professions Code Section 10139 provides that "Any person acting as a
25 real estate broker or real estate salesperson without a license or who advertises using words
26 indicating that he or she is a real estate broker without being so licensed shall be guilty of a
27 public offense punishable by a fine not exceeding twenty thousand dollars (\$20,000), or by
imprisonment in the county jail for a term not to exceed six months, or by both fine and
imprisonment; or if a corporation, be punished by a fine not exceeding sixty thousand dollars
(\$60,000)."

1 cc: REFISOUP.COM, INC.
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3 Aliso Viejo, CA 92656

4 UNITED STATES HOMEOWNERS RELIEF
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7 Santa Ana, CA 92705

8 GREENLEAF LEGAL SERVICES, LLC
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10 Mission Viejo, CA 92691

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