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2 **STATE OF OREGON**
3 **DEPARTMENT OF CONSUMER AND BUSINESS SERVICES**
4 **DIVISION OF FINANCIAL REGULATION**

4 In the Matter of:

Case No. DM-25-0060

5 United Advocacy Counseling,
6 Respondent.

**FINAL ORDER TO CEASE AND
DESIST AND ASSESSING CIVIL
PENALTY, ENTERED BY
DEFAULT**

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8 On February 5, 2026, the Division of Financial Regulation (“Division”), acting on
9 behalf of the Director of the Department of Consumer and Business Services for the State
10 of Oregon (“Director”), served an Order to Cease and Desist, Proposed Order Assessing
11 Civil Penalties, and Notice of Right to an Administrative Hearing (“Notice”) on United
12 Advocacy Counseling (“United Advocacy”) via regular and certified United States mail
13 at its business address and via email to unitedbookingservices@gmail.com.

14 The Notice offered United Advocacy an opportunity for a hearing if requested
15 within 20 days of the Notice. The Notice further informed United Advocacy that if a
16 hearing were not conducted because United Advocacy did not timely request a hearing or
17 otherwise defaulted, then the designated portion of the Division’s file and all materials
18 submitted by United Advocacy in this case would automatically become part of the
19 contested case record for the purpose of proving a prima facie case.

20 The Director did not receive a request for a hearing from United Advocacy and did
21 not conduct a hearing.

22 The Director finds that the record of this proceeding proves a prima facie case.

23 Now, therefore, after considering the relevant portions of the Division’s file
24 relating to this matter, the Director finds and orders as follows:

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Division of Financial Regulation
Labor and Industries Building
350 Winter Street NE, Suite 410
Salem, OR 97301-3881
Telephone: (503) 378-4387



1 **FINDINGS OF FACT**

2 The Director FINDS that:

3 1. At all times material, United Advocacy is an assumed business name for a
4 business that operated the website www.united-advocacy.com and www.united-
5 advocacy.org.

6 2. As of the date of this order, the websites are no longer active. According to the
7 website, United Advocacy’s office and mailing address was 2520 Cherry Ave. Ste #344,
8 Signal Hill, CA 90755 (“Signal Hill address”), however, United Advocacy is not
9 registered with the California Secretary of State.

10 3. United Advocacy advertised on its website that they “work directly with your
11 lender to amend your loan terms” and that they were “mortgage restructuring experts.”

12 4. United Advocacy has never been registered with the Oregon Secretary of State
13 to conduct business in Oregon and has never been registered with the Director through
14 the Division as a debt management service provider (“DMSP”).

15 5. United Advocacy Counseling has not obtained a surety bond that is required for
16 licensed DMSPs in Oregon.

17 6. On or about November 14, 2024, Oregon consumer MP¹ filed a complaint with
18 the Division concerning United Advocacy. According to the complaint, MP was solicited
19 by United Advocacy which offered to modify MP’s home mortgage at a 2% interest rate.
20 Although MP did not enter into a written agreement, MP paid United Advocacy a total of
21 \$1,875 to try to obtain the modification and received no loan modification.

22 7. On November 15, 2024, after receiving MP’s complaint, the Division sent a
23 letter to United Advocacy requesting information (“Request for Information”) concerning
24 all Oregon consumers that had entered into debt management service agreements with
25 _____

26 ¹ Complainant’s initials are used to protect their privacy.

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1 United Advocacy from January 1, 2021, through the date of the letter, and required that
2 United Advocacy provide a written response by December 2, 2024. The Request for
3 Information also advised United Advocacy that it “must immediately stop such activity in
4 Oregon until they are correctly registered and/or licensed.”

5 8. The Request for Information was sent via email to the email address identified
6 on its website, info@united-advocacy.com, and by first class and certified mail to the
7 Signal Hill Address.

8 9. During its investigation, the Division discovered that the Signal Hill Address
9 was a UPS Store and so, on November 15, 2024, the Division issued a Subpoena Duces
10 Tecum to UPS Store #7198 seeking “[c]opies of tenant/box holder information relating to
11 a current and/or prior tenant named United Advocacy Counseling located at 2520 Cherry
12 Ave., PMB 344, Signal Hill, CA 90755.”

13 10. On November 19, 2024, the UPS Store provided documents responsive to the
14 Subpoena Duces Tecum, including a copy of the USPS Form 1583 “Application of
15 Delivery for Mail Through Agent” and a Mailbox Service Agreement. The name of the
16 applicant for mailbox 344 was Susan Bustamante (“Bustamante”) for a business called
17 United Booking Services.

18 11. Bustamante’s residential information listed on the application was for an
19 address in Huntington Beach, California (“Huntington Beach Address”). The tenant
20 information also included an email address of unitedbookingservices@gmail.com.

21 12. On November 19, 2024, the Division sent the Request for Information to
22 Bustamante at the email address, unitedbookingservices@gmail.com. The email also
23 informed Bustamante that “[i]f you are not the correct person to address this matter onto,
24 please let me know who is responsible” for United Advocacy. The Division did not
25 receive a response to the email from Bustamante.

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1 13. By November 2024, the Division had recently finished an investigation of a
2 business called United Intake Center (“United Intake”), which was located at the same
3 Signal Hill Address and whose website, www.united-intake.org, was virtually identical to
4 United Advocacy’s website.

5 14. According to the investigation of United Intake, the complainant GY had been
6 solicited by United Intake, which offered to modify GY’s home mortgage at a 2% interest
7 rate. In response to the Division’s request for information, United Intake stated that a
8 “mortgage notice was send [sic] by accident” to GY and then they shut down their
9 website and the investigation into United Intake was closed.

10 15. As part of its investigation into United Advocacy, the Division obtained
11 information from the Better Business Bureau concerning consumer complaints it had
12 received against the business. In response, the Better Business Bureau provided
13 complaints and reviews concerning United Advocacy from three additional Oregon
14 consumers – SH, LB, and AM.

15 16. The Division thereafter reached out to SH, LB, and AM to obtain additional
16 information about their complaints involving United Advocacy.

17 17. According to SH, United Advocacy offered to modify SH’s home mortgage at
18 a 2% interest rate with monthly payments that were \$1,000 cheaper each month. SH
19 made two payments to United Advocacy totaling \$1,975 and stopped when SH received a
20 foreclosure notice from the mortgage loan servicer.

21 18. According to LB, United Advocacy offered to modify LB’s home mortgage at
22 a 2% interest rate. LB made one \$985 payment to United Advocacy before realizing that
23 the United Advocacy would not be able to provide the promised modification.

24 19. According to AM, United Advocacy sent a letter stating that AM was qualified
25 for a loan modification under the CARES Act and that they could help AM obtain the
26

1 modification. AM made two payments to United Advocacy totaling \$1,900 and was
2 provided with a financial report and instructed to submit the report to AM’s mortgage
3 lender. The report, however, was full of errors that misstated AM’s income and United
4 Advocacy was not willing to correct.

5 20. On December 2, 2024, the Division received a response to its Request for
6 Information that had been sent to United Advocacy. The response was dated November
7 26, 2024, with United Intake letterhead and states that “[w]e appreciate you bringing to
8 our attention about the regulation requirements and discontinued the website.” The
9 response further states that “with regard to your other request, we have passed this on to
10 the legal department and they will provide a written response in 30 days.”

11 21. To date, the Division has not received any further response(s) from United
12 Advocacy.

13 CONCLUSIONS OF LAW

14 The Director CONCLUDES that:

15 22. By offering to provide to an Oregon consumer the services described in
16 paragraphs 3, 6, 17-19 of this Order, United Advocacy offered to modify the terms and
17 conditions of an existing loan from, or obligation to, a third party. In doing so, United
18 Advocacy performed a debt management service as defined in ORS 697.602(2)(c).

19 23. By offering to perform a debt management service to four Oregon consumers
20 without being registered with the Division, United Advocacy committed four violations
21 of ORS 697.612(1)(a) .

22 24. By offering to perform four debt management services in Oregon without
23 having the surety bond required, United Advocacy committed four violations of ORS
24 697.642.

25 25. By offering to perform a debt management service to four Oregon consumers
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1 before providing all necessary disclosures, United Advocacy committed four violations
2 of ORS 697.707(2).

3 26. By charging fees to four Oregon consumers before providing all of the
4 disclosures required by ORS 697.707(2), United Advocacy committed four violations of
5 ORS 697.707(1) and by charging an initial fee greater than \$50.00, United Advocacy
6 violated ORS 697.692(1)(a).

7 27. ORS 697.832(1) authorizes the Director to assess a civil penalty against United
8 Advocacy of up to \$5,000.00 *per violation* of the Oregon Debt Management Service
9 Provider Law.

10 28. Because the Director has reason to believe that United Advocacy violated ORS
11 697.612(1), the Director is authorized under ORS 697.825(1)(a) to order the company to
12 cease and desist from violating these statutes.

13 ORDERS

14 Now therefore, the Director issues the following ORDERS:

15 *Order to Cease and Desist*

16 29. As authorized by ORS 697.825(1)(a), the Director ORDERS United Advocacy
17 to CEASE AND DESIST from violating ORS 697.612(1), ORS 697.642, and ORS
18 697.692(1)(a), and ORS 697.707.

19 *Order Assessing Civil Penalties*

20 30. As authorized by ORS 697.832(1), the Director ORDERS United Advocacy to
21 pay \$40,000.00 in CIVIL PENALTIES, allocated as follows:

- 22 A. \$10,000.00 for violating ORS 697.612(1)(a);
- 23 B. \$5,000.00 for violating ORS 697.642;
- 24 C. \$20,000.00 for violating ORS 697.692(1); and
- 25 D. \$5,000.00 for violating ORS 697.707.
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FINAL ORDER

31. This Order is a “Final Order” under ORS 183.310(6)(b). Subject to that provision, the entry of this Order does not limit other remedies that are available to the Director under Oregon law.

SO ORDERED this 17th day of March, 2026

SEAN E. O’DAY, Director
Department of Consumer and Business Services

/s/ Dorothy Bean

Dorothy Bean, Chief of Enforcement
Division of Financial Regulation

NOTICE OF RIGHT TO JUDICIAL APPEAL

You may be entitled to judicial review of this Order under ORS 183.482. You may request judicial review by filing a petition with the Court of Appeals in Salem, Oregon, within 60 days from the date of this Order is served.

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