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**STATE OF OREGON
DEPARTMENT OF CONSUMER AND BUSINESS SERVICES
DIVISION OF FINANCE AND CORPORATE SECURITIES
BEFORE THE DIRECTOR OF THE DEPARTMENT
OF CONSUMER AND BUSINESS SERVICES**

In the Matter of:

New America Home Solutions, LLC; and
Javier Banuelas-Urueta

Respondents.

Case No. DM-11-0066

**ORDER TO CEASE AND DESIST,
ORDER ASSESSING CIVIL PENALTY
AND
CONSENT TO ENTRY OF ORDER**

WHEREAS the Director of the Department of Consumer and Business Services for the State of Oregon (hereinafter “the Director”) conducted an investigation of New America Home Solutions, LLC and Javier Banuelas-Urueta; (hereinafter collectively “Respondents”) and determined Respondents engaged in activities constituting violations of 86A.100 *et seq.*, formerly 59.840 *et seq.*, Oregon Administrative Rules (“OAR”) 441-850-0005 through 441-885-0010 (hereinafter cited as the “Oregon Mortgage Lender Law”); and ORS 697.602 to 697.842, OAR 441-910-0000 through 441-910-0120 (hereinafter “the Oregon Debt Management Service Provider law”),

WHEREAS Respondents wish to resolve and settle this matter with the Director,

NOW THEREFORE, as evidenced by the authorized signature subscribed on this order, Respondents hereby **CONSENT** to entry of this order upon the Director’s Findings of Fact and Conclusions of Law as stated hereinafter:

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



FINDINGS OF FACT

The Director FINDS that:

A. Respondents

1. Javier Antonio Banuelas-Urueta aka Javier Banuelas (hereinafter Banuelas) uses the addresses: 700 NE Multnomah St. Suite 540, Portland, Oregon, 97232 and 201 NE Park Plaza Dr. Suite #130, Vancouver, Washington, 98684. Banuelas is a convicted felon having been convicted on May 25, 2005, in Clark County Washington case No. 051009390. Banuelas is also the subject of a Final Order to Cease and Desist issued by the State of Washington's Department of Financial Institution's Division of Consumer Services issued on July 7, 2009, Order No. C-09-051-09-FO01.

2. New America Home Solutions, LLC was first registered with the Washington Secretary of State on November 11, 2009. The registration expired on November 30, 2010. Banuelas is listed as the registered agent. New America Home Solutions uses the addresses: 700 NE Multnomah St. Suite 540, Portland, Oregon, 97232 and 201 NE Park Plaza Dr. Suite #130, Vancouver, Washington, 98684. Banuelas exercised total control over New America Home Solutions.

3. Banuelas and New America Home Solutions, shall hereinafter be referred to collectively as "Respondents."

4. Respondents were not at any time relevant herein and are not now licensed as mortgage bankers, brokers, or loan originators in Oregon and are not registered as debt management service provider in Oregon.

5. Respondents have not obtained a unique identifier from the Nationwide Mortgage Licensing System and Registry.

B. A.A. Transaction

6. At all times relevant to this matter, the individual consumer identified herein as "A.A." was an Oregon resident. At all relevant times herein, A.A. was a party to a home





1 mortgage loan secured by real estate located in Oregon.

2 7. A.A. learned that New America Home Solutions offered home loan modification
3 services from an advertisement that aired on a Spanish language radio station.

4 8. On or about November 6, 2009, New America Home Solutions and A.A. entered into
5 a contract whereby New America Home Solutions agreed to negotiate a loan modification for a
6 loan secured by residential real property located in Oregon on behalf of A.A. in exchange for
7 valuable consideration.

8 9. Between November 6, 2009, and March 23, 2010, A.A. paid \$3,000 to New America
9 Home Solutions.

10 10. On or about December 10, 2010, the Division of Finance and Corporate Securities
11 notified New America Home Solutions in writing that they were required to comply with the
12 licensing requirements of the Oregon Mortgage Lender law or the registration requirements of
13 the statutes regarding debt management service providers to collect and retain fees in exchange
14 for offering to assist Oregon consumers in adjusting the terms of their residential real estate
15 loans.

16 11. The Division requested, in writing, that New America Home Solutions refund the fees
17 collected from A.A. within 21 days from December 10, 2010, because it did not perform its
18 promise to obtain a modification of the terms of A.A.'s residential real estate loan.

19 12. As of the date of this order, New America Home Solutions has failed to refund the
20 fees that it collected from A.A.

21 13. On March 13, 2011, the Division received a letter from A.A. The letter stated in
22 summary that A.A., after speaking with Banuelas, now wished to withdraw his complaint.

23 **C. B.B. Transaction**

24 14. At all times relevant to this matter, the individual consumer identified herein as
25 "B.B." was an Oregon resident. At all relevant times herein, B.B. was a party to a home
26 mortgage loan secured by real estate located in Oregon.



1 15. B.B. learned that New America Home Solutions offered home loan modification
2 services from an advertisement that aired on a Spanish language radio station.

3 16. On or about November 6, 2009, New America Home Solutions and B.B. entered into
4 a contract whereby New America Home Solutions agreed to negotiate a loan modification for a
5 loan secured by residential real property located in Oregon on behalf of B.B. in exchange for
6 valuable consideration.

7 17. Between June 10, 2009 and July 24, 2009, B.B. paid \$2,500 to New America Home
8 Solutions for loan modification services.

9 **D. C.C. Transaction**

10 18. At all times relevant to this matter, the individual consumer identified herein as
11 "C.C." was an Oregon resident. At all relevant times herein, C.C. was a party to a home
12 mortgage loan secured by real estate located in Oregon.

13 19. On or about July 22, 2010, New America Home Solutions and C.C. entered into a
14 contract whereby New America Home Solutions agreed to negotiate a loan modification for a
15 loan secured by residential real property located in Oregon on behalf of C.C. in exchange for
16 valuable consideration.

17 20. Between July 22, 2010 and December 1, 2010 C.C. paid \$2,500 to New America
18 Home Solutions for loan modification services.

19 21. On March 4, 2011, the Division mailed a letter to Mr. Banuelas requesting that he
20 provide C.C. with a complete refund.

21 22. On April 21, 2011, the Division received a letter that confirmed Banuelas had
22 refunded \$750 of the \$2,500 he had received from C.C.

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1 **CONCLUSIONS OF LAW**

2 The Director CONCLUDES that:

3 **A. Violations of Oregon’s Mortgage Lender Law**

4 23. Respondents acted as a “mortgage broker” as defined by ORS 86A.100(7)(a)(C)¹
5 when they directly or indirectly offered to make or negotiate a mortgage loan for compensation
6 or with the expectation of compensation.

7 24. Respondents engaged in a “residential mortgage transaction in this state” as defined
8 by ORS 86A.103(2)² when they advertised the services of a mortgage banker or broker in this
9 state and when they offered to negotiate a home mortgage loan secured by real estate located in
10 Oregon.

11 25. Respondents violated ORS 86A.103(1) three times, when they engaged in a
12 residential mortgage transaction with A.A., B.B., and C.C. in Oregon without first being licensed
13 as either a mortgage banker or mortgage broker.

14 **B. Violations of Oregon’s Debt Management Service Provider Law**

15 26. Respondents performed a “debt management service” as defined by ORS
16 697.602(2)(c) when, in exchange for compensation or in expectation of compensation, they
17 offered to modify terms and conditions of an existing loan or obligation.

18 27. Respondents are debt management service providers as defined by ORS 697.602(3)
19 because they reside or do business in this state and represent that they can or will perform a debt
20 management service in return for or in expectation of money or other valuable consideration.

21 28. New America Home Solutions violated ORS 697.612(1)(a) two times, when they
22 offered to perform a debt management service for A.A., B.B., and C.C. without first registering
23 with the Director under ORS 697.632.

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26 ¹ Formerly ORS 59.840.

² Formerly ORS 59.845.

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350 Winter Street NE, Suite 410
Salem, OR 97301-3881
Telephone: (503) 378-4387





1 **ORDERS**

2 **NOW, THEREFORE, THE DIRECTOR ISSUES THE FOLLOWING ORDERS:**

3 *Cease and Desist Order*

4 29. The Director, pursuant to his authority under ORS 86A.127 and ORS 697.825 hereby
5 **ORDERS** Respondents to **CEASE AND DESIST** from violating Oregon’s Mortgage Lender
6 law and Oregon’s Debt Management Service Providers law.

7 *Order Assessing Civil Penalty*

8 30. The Director, pursuant to ORS 86A.992, and ORS 697.832, may assess CIVIL
9 PENALTIES of up to \$5,000 per violation against persons who violate the Oregon Mortgage
10 Lender law and the Debt Management Service Providers law. Further, the Director may assess
11 CIVIL PENALTIES of up to \$20,000 for continuing violations of the Oregon Mortgage Lender
12 law. Pursuant to these provisions, the Director, hereby **ORDERS:**

13 31. Respondents to pay the State of Oregon a CIVIL PENALTY totaling \$25,000. This
14 civil penalty is joint and several among Respondents. The civil penalty is calculated as follows:
15 \$15,000 for unlicensed mortgage activity based on a \$5,000 civil penalty for each of the three
16 violations of ORS 86A.103(1) described herein and \$10,000 for unlicensed debt management
17 activity based on a \$5,000 civil penalty for each of the two violations of ORS 697.612(1)(a)
18 described herein. The Director hereby agrees to suspend \$15,000 of this civil penalty so long as
19 Respondents comply with the terms of this order including the payment of restitution.

20 *Order of Restitution*

21 32. Respondents to pay \$2,500 in restitution to B.B. The payment of this restitution is due
22 immediately upon entry of this order. Payment of this restitution reduces the civil penalty owed
23 by Respondents dollar for dollar.

24 *Order Assessing Costs*

25 33. The Director, pursuant to ORS 86A.124 (formerly ORS 59.880) **ORDERS**
26 Respondents to pay \$1,000 for costs associated with the investigation of this case.

1 34. The entry of this order finally resolves all complaints filed with or known to the
2 Division against Respondents as of the date of this order. The entry of this final order in no way
3 limits the Director's ability to take action against Respondents based on violations of Oregon law
4 discovered by the Division after the entry of this order.

5 35. IT IS SO ORDERED.

6 Dated this 19th day of December, 2011.

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SCOTT L. HARRA, Acting Director
Department of Consumer and Business Services

/S/ David Tatman
David C. Tatman, Administrator
Division of Finance and Corporate Securities

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CORPORATE CONSENT TO ENTRY OF ORDER

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I, Javier Banuelas, state that I am an officer of New America Home Solutions, LLC and I am authorized to act on its behalf; that I have read the foregoing Order and that I know and fully understand the contents hereof; that I and this entity have been advised of the right to a hearing and have been represented by counsel in this matter; that New America Home Solutions, LLC voluntarily and without any force or duress, consents to the entry of this Order, expressly waiving any right to a hearing in this matter; that New America Home Solutions, LLC understands that the Director reserves the right to take further actions to enforce this Order or to take appropriate action upon discovery of other violations of the Oregon Mortgage Lender Law or the Oregon Debt Management Service Providers Law; and that New America Home Solutions, LLC will fully comply with the terms and conditions stated herein.

New America Home Solutions, LLC understands that this Consent Order is a public document.

Dated this 8th day of December 2011

By /S/ Javier Banuelas
Javier Banuelas

Office Held

ENTITY ACKNOWLEDGMENT

There appeared before me this 8th day of December 2011 who was first duly sworn on oath, and stated that he was and is an officer of New America Home Solutions, LLC and that he is authorized and empowered to sign this Consent to Entry of Order on behalf of New America Home Solutions, LLC and to bind New America Home Solutions, LLC to the terms hereof.

/S/ Liv A. Nation

Notary Public for the State of Washington
My commission expires: July 1, 2014

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CONSENT TO ENTRY OF ORDER

I, Javier Banuelas, state that I have read the foregoing Order and that I know and fully understand the contents hereof; that the factual allegations stated herein are true and correct; that I have been advised of my right to a hearing and I have been represented by counsel in this matter; that I voluntarily consent to the entry of this Order without any force or duress, expressly waiving any right to a hearing in this matter; that I understand that the Director reserves the right to take further actions against me to enforce this Order or to take appropriate action upon discovery of other violations of the Oregon Mortgage Lending Law or Oregon Debt Management Service Providers Law; and that I will fully comply with the terms and conditions stated herein.

I understand that this Consent Order is a public document.

Dated this 8th day of December, 2011.

/S/ Javier Banuelas
Javier Banuelas

SUBSCRIBED AND SWORN to before me this 8th day of December, 2011.

/S/ Liv A. Nation
(Printed Name of Notary Public)
Notary Public
for the State of: Washington

My commission expires: July 1, 2014

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