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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:

**DM-11-0036**

US DOC PREP, LLC fka US MORTGAGE  
SOLUTIONS, DAMON GRANT  
CARRIGER, and DARREN SMITH,

RESPONDENTS.

**FINAL ORDER TO CEASE AND DESIST  
AND ORDER ASSESSING CIVIL  
PENALTY BY DEFAULT AS TO  
RESPONDENTS US DOC PREP LLC fka  
US MORTGAGE SOLUTIONS AND  
DAMON GRANT CARRIGER**

10 On April 6, 2015, the Director of the Department of Consumer and Business Services  
11 for the State of Oregon (hereinafter “the Director”), acting pursuant to the authority contained in  
12 the Oregon Mortgage Lender Law, Oregon Revised Statutes (“ORS”) 86A.100 *et seq.*, and  
13 Oregon Administrative Rules (“OAR”) 441-850-0005 through 441-885-0010 (hereinafter “the  
14 Oregon Mortgage Lender Law”) and ORS 697.602 to 697.842 and OAR 441-910-0000 through  
15 441-910-0120 (hereinafter “the Oregon Debt Management Service Provider law”), issued  
16 Administrative Order No. DM-11-0036, Amended Order to Cease and Desist, Proposed Order  
17 Assessing Civil Penalties and Notice of Right to a Hearing (hereinafter “the Order”) to US Doc  
18 Prep, LLC fka US Mortgage Solutions (hereinafter “USDP”), Damon Grant Carriger  
19 (hereinafter “Carriger”) and Darren Smith (hereinafter “Smith”).

20 On April 7, 2015, a true copy of the Order was mailed by regular, first-class mail and by  
21 certified mail postage prepaid addressed to Damon Grant Carriger, 2016 Las Posas Road,  
22 Corona, California, 92882, which is believed based upon public records to be Carriger’s current  
23 address. A signed green card evidencing receipt of the mailing was returned to the Director.

24 Also on April 7, 2015, a true copy of the Order was mailed by regular, first-class mail  
25 and by certified mail postage prepaid addressed to US Doc Prep LLC at every address  
26 associated with the company in public records, including: 895 Dove Street Suite 200, Newport





1 Beach, California 92660, 19800 MacArthur Boulevard, Suite 300, Irvine, California 92612,  
2 17305 Daimler Street, Irvine, California 92614, 1955 Anaheim Avenue #632, Costa Mesa,  
3 California 92627, 205 15<sup>th</sup> Street #18, Huntington Beach, California 92648, 35554 Garden  
4 Court, Chino Hills, California 91709, and 2890 Rancho California Road #207, Temecula,  
5 California 92590, all of which were addresses associated with USDP and/or Carriger  
6 (hereinafter collectively “the Respondents”). Each of these mailings was returned as non-  
7 deliverable or indicating that the company was no longer at that address.

8 Also on April 7, 2015, a true copy of the Order was mailed by regular, first-class mail  
9 and by certified mail postage prepaid addressed to US Doc Prep in care of Damon Grant  
10 Carriger, 2016 Las Posas Road, Corona, California, 92882. A signed green card evidencing  
11 receipt of the mailing was returned to the Director.

12 Neither USDP nor Carriger have made a written request for a hearing and the time to do  
13 so has now passed.

## 14 **FINDINGS OF FACT**

15 The Director FINDS that:

16 1. USDP operates from a principal place of business at 895 Dove Street, Suite 300,  
17 Newport Beach, California. It is believed that USDP formerly was known as US Mortgage  
18 Solutions. USDP is not a licensed mortgage banker or mortgage broker in Oregon and is not  
19 registered as a debt management service provider in Oregon.

20 2. Carriger is the owner of USDP and lists his business address as 895 Dove Street,  
21 Suite 300, Newport Beach, California. Carriger is not a licensed mortgage banker or mortgage  
22 broker or licensed loan originator and is not registered as a debt management service provider in  
23 Oregon.

24 3. Smith is a representative of USDP. Smith is not a licensed mortgage banker or  
25 mortgage broker or licensed loan originator and is not registered as a debt management service  
26



1 provider in Oregon.

2 4. At all times relevant to this matter, the individual consumer identified herein as  
3 “EC” is an Oregon resident. At all relevant times herein, EC was a party to home mortgage  
4 loans secured by residential real estate located in Oregon.

5 5. At all times relevant to this matter, the individual consumers identified herein as  
6 “CR” and “DR” are Oregon residents. At all relevant times herein, CR and DR were a party to  
7 home mortgage loans secured by residential real estate located in Oregon.

8 6. At all times relevant to this matter, Respondents marketed residential real estate  
9 loan modification services through their webpage: <http://www.usdocprep.com>.

10 7. On information and belief, when consumers contact Respondent USDP,  
11 Respondents promise to help the consumers modify their residential real estate loans to make  
12 their payments more affordable including, but not limited to, a reduction in the principal, interest,  
13 fees, or charges associated with consumers’ residential real estate loans.

14 8. As instructed by Respondents, consumers submit their personal nonpublic  
15 financial information, including details about their residential real estate mortgages and income,  
16 together with an advance fee to Respondents in exchange for a promise to receive the mortgage  
17 loan assistance with negotiating a change in the terms of their residential real estate loans.

18 9. CR and DR filed a complaint with the Director alleging that Respondents called the  
19 consumers to offer to negotiate a modification of the consumers’ residential mortgage loan. In  
20 response to this offer, CR and DR assert that they provided Respondents a \$400 advance fee for  
21 services in July 2010.

22 10. After receiving the advance payment from CR and DR, Respondents failed to  
23 negotiate a modification for CR and DR. The consumers, who were not behind on their mortgage  
24 when contacted by the Respondents, are now facing foreclosure.

25 11. Respondents contacted EC to offer loan modification services. EC noted that the  
26 company was formerly known as US Mortgage Solutions.



1           12. Respondents collected and retained fees in the amount of \$395 from EC in the  
2 form of an electronic check endorsed “US Doc Prep” and negotiated on August 12, 2010.

3           13. After receiving the advance payment from EC, Respondents stopped having any  
4 regular or meaningful contact with her. Despite e-mails and telephone calls from EC,  
5 Respondents failed to respond to inquiries concerning the status of negotiations with EC’s  
6 residential real estate mortgage lenders or servicers.

7           14. Respondents have failed and refuse to perform on their promises, made in exchange  
8 for the advance fee paid by EC, CR and DR to Respondents, to assist EC, CR and DR in  
9 negotiating a modification of their residential mortgage loans including, but not limited to,  
10 securing a lower interest rate, principal reductions, and a possible refund.

11           15. The Division of Finance and Corporate Securities (“Division”) on behalf of the  
12 Director notified Respondents, in writing, that they were required to comply with the licensing  
13 requirements of the Oregon Mortgage Lender Law or the registration requirements of the Debt  
14 Management Service Providers Act to collect and retain fees in exchange for offering to assist  
15 Oregon consumers in adjusting the terms of their residential real estate loans.

16           16. The Division requested, in writing, on November 24, 2010, that Respondents  
17 refund the fees collected from EC, because they did not perform their promise to assist EC in  
18 preparing the documents necessary to obtain a modification of the terms of EC’s residential real  
19 loan.

20           17. The Division requested, in writing, on March 22, 2011, that Respondents refund  
21 the fees collected from CR and DR, because they did not perform their promise to assist CR and  
22 DR in preparing the documents necessary to obtain a modification of the terms of EC’s  
23 residential real loan.

24           18. Respondents refused to refund the fees that they collected from EC, CR and DR after  
25 receiving written notice from the Director advising Respondents their loan modification activities  
26 were in violation of Oregon law, and the time for doing so has expired.

1 **CONCLUSIONS OF LAW**

2 The Director CONCLUDES that:

3 19. Respondents acted as a “mortgage broker” as defined by ORS 86A.100(5)(a)(C)  
4 when they offered to negotiate the terms of the mortgage loans of EC, CR and DR in exchange  
5 for receiving compensation without first being licensed as either a mortgage banker or  
6 mortgage broker.

7 20. Respondents engaged in a “residential mortgage transaction in this state” as  
8 defined by ORS 86A.103(2) when they offered to negotiate a home mortgage loan secured by  
9 residential real property securing EC, CR and DR’s residential mortgage loan.

10 21. Respondents violated ORS 86A.103(1) when they engaged in a residential  
11 mortgage transaction in Oregon without first being licensed as either a mortgage banker or  
12 mortgage broker in each of the EC and the CR and DR transactions.

13 22. Respondents violated ORS 86A.203(1) with regard to EC’s transaction when  
14 they acted as a mortgage loan originator in Oregon without first obtaining: (a) a mortgage loan  
15 originator license under ORS 86A.212; and (b) a unique identifier from the Nationwide  
16 Mortgage Licensing System and Registry.

17 23. Respondents violated ORS 86A.236(9) when they: (a) conducted or operated a  
18 business that requires a mortgage loan originators license; or (b) assisted or enabled another  
19 person who does not have a mortgage loan originator’s license to conduct or operate a business  
20 that requires a mortgage loan originator’s license.

21 24. The Director may order Respondents to pay restitution pursuant to ORS  
22 86A.224(2)(c) because EC suffered harm from Respondents acts, omissions, practices or  
23 operations.

24 25. Respondents performed a “debt management service” as defined by ORS  
25 697.602(2)(c) when they offered to modify terms and conditions of an existing loan or  
26 obligation in exchange for payment of an advance fee.





1           26. Respondents violated ORS 697.612(1)(a) when they performed a debt  
2 management service without first registering with the Director under ORS 697.632.

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**ORDERS**

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NOW, THEREFORE, THE DIRECTOR ISSUES THE FOLLOWING ORDERS:

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27. The Director, pursuant to his authority under ORS 86A.127 and ORS 697.825  
7 hereby ORDERS Respondents to CEASE AND DESIST from violating Oregon’s Mortgage  
8 Lender Law and Oregon’s Debt Management Service Providers law.

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28. The Director, pursuant to ORS 86A.224(2)(c) hereby ORDERS Respondents to  
10 pay RESTITUTION in the amount of \$395 to EC and to refund all fees paid by CR and DR.  
11 This Restitution Order is joint and several among Respondents. Payment information with  
12 regard to the Oregon consumer harmed by Respondents will be maintained in the Division’s file  
13 for case no. M-11-DM0036 and will be provided to Respondents upon request.

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29. The Director, pursuant to ORS 86A.992, and ORS 697.832, may assess CIVIL  
15 PENALTIES of up to \$5,000 per violation against persons who violate the Oregon Mortgage  
16 Lender Law and the Debt Management Service Providers law. Pursuant to these provisions, the  
17 Director, hereby proposes to ORDER Respondents to pay the State of Oregon a CIVIL  
18 PENALTY totaling \$15,000. This civil penalty is based on a \$5,000 CIVIL PENALTY for two  
19 violations of ORS 86A.103(1) and ORS 697.612.(1), and one violation of ORS 86A.203(1)  
20 joined with ORS 86A.236(9). This CIVIL PENALTY is joint and several among Respondents.

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30. The entry of this Order in no way further limits remedies which may be available  
22 to the Director under Oregon law.

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IT IS SO ORDERED.

Dated this 5th day of May, 2015.

PATRICK M. ALLEN, Director  
Department of Consumer and Business Services

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

NOTICE: You may be entitled to judicial review of this Order. Judicial review may be obtained by filing a petition with the Court of Appeals in Salem, Oregon within 60 days from the service of this Order. Judicial review is pursuant to the provisions of ORS 183.482 to the Oregon Court of Appeals.

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