

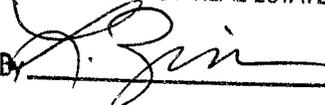
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FILED

OCT - 7 2010

DEPARTMENT OF REAL ESTATE

By 

9 STATE OF CALIFORNIA

10 DEPARTMENT OF REAL ESTATE

11 To:)
12 EXECUTIVE CAPITALS, INC.,) NO. H-2538 FRESNO
13 GUSTAVO ANAYA,)
14 JUAN RAMIREZ,) ORDER TO DESIST AND REFRAIN
15 JEREMIAH ANGEL GARCIA,) (B&P Code Section 10086)
16 FERNANDO G. FLORES,)
YURI CAMACHO, and)
FRANK BACKUS,)

17 The Commissioner (hereinafter "Commissioner") of the California Department
18 of Real Estate (hereinafter "Department") caused an investigation to be made of the activities of
19 EXECUTIVE CAPITALS, INC. (hereinafter "ECI"), GUSTAVO ANAYA (hereinafter
20 "ANAYA"), JUAN RAMIREZ (hereinafter "RAMIREZ"), JEREMIAH ANGEL GARCIA
21 (hereinafter "GARCIA"), FERNANDO G. FLORES (hereinafter "FLORES"), YURI
22 CAMACHO (hereinafter "CAMACHO") and FRANK BACKUS (hereinafter "BACKUS").
23 Based on that investigation, the Commissioner has determined that ECI, ANAYA, RAMIREZ,
24 GARCIA, FLORES, CAMACHO, and BACKUS have engaged in, are engaging in, or are
25 attempting to engage in, acts or practices constituting violations of the California Business and
26 Professions Code (hereinafter "the Code") and/or Title 10, Chapter 6, California Code of
27 Regulations (hereinafter "the Regulations"), including the business of, acting in the capacity of,

1 and/or advertising or assuming to act as, a real estate broker in the State of California within the
2 meaning of Sections 10131(d) (performing services for borrowers and/or lenders in connection
3 with loans secured by real property) and 10131.2 (real estate broker license required to charge
4 and collect an advance fee) of the Code. Furthermore, based on the investigation, the
5 Commissioner hereby issues the following Findings of Fact, Conclusions of Law, and Desist
6 and Refrain Order under the authority of Section 10086 of the Code.

7 FINDINGS OF FACT

8 1. ECI is a corporation registered with the Nevada Secretary of State's
9 Office. At no time mentioned has ECI been licensed by the Department in any capacity.

10 2. At no time mentioned has ANAYA been licensed by the Department in
11 any capacity. ANAYA is the President of ECI, and is responsible for the acts and omissions of
12 ECI.

13 3. At no time mentioned has RAMIREZ been licensed by the Department
14 in any capacity.

15 4. At no time mentioned has GARCIA been licensed by the Department in
16 any capacity.

17 5. At no time mentioned has FLORES been licensed by the Department in
18 any capacity.

19 6. At no time mentioned has CAMACHO been licensed by the Department
20 in any capacity.

21 7. At no time mentioned has BACKUS been licensed by the Department in
22 any capacity.

23 8. During the period of time set forth below, ECI, ANAYA, RAMIREZ,
24 GARCIA, FLORES, CAMACHO, and BACKUS, solicited borrowers and negotiated to do one
25 or more of the following acts for another or others, for or in expectation of compensation;
26 negotiate one or more loans for, or perform services for, borrowers and/or lenders in connection

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1 with loans secured directly or collaterally by one or more liens on real property; and charge,
2 demand or collect an advance fee for any of the services offered.

3 9. Beginning or about August 2009 ECI and ANAYA employed RAMIREZ,
4 GARCIA, FLORES, CAMACHO, and BACKUS to obtain clients for ECI's loan modification
5 and negotiation services.

6 10. Beginning September 6, 2009, RAMIREZ, as a representative of ECI,
7 solicited Joel P. (hereinafter "Joel") in order to provide loan modification and negotiation
8 services on behalf of Joel in connection with a loan secured by real property located at 4508 E.
9 Huntington Avenue, Fresno, California.

10 11. On or about September 6, 2009, RAMIREZ, as a representative of ECI,
11 demanded an advance fee of \$2890 and received an initial payment of \$1000 from Joel for the
12 activities described in Paragraph 10.

13 12. Beginning August 16, 2009, ANAYA and/or other agents or employees of
14 ECI, solicited Rafael N. (hereinafter "Rafael") in order to provide loan modification and
15 negotiation services on behalf of Rafael in connection with a loan secured by real property
16 located at 4629 E. Lowe Avenue, Fresno, California.

17 13. On or about September 22, 2009 and October 25, 2009, ANAYA and/or
18 other agents or employees of ECI, demanded an advance fee of \$1980 and received initial
19 payment(s) of \$1000 from Rafael for the activities described in Paragraph 12.

20 14. Beginning November 21, 2009, ANAYA and GARCIA, as a
21 representative of ECI, solicited Socorro G. (hereinafter "Socorro") in order to provide loan
22 modification and negotiation services on behalf of Socorro in connection with a loan secured by
23 real property located at 404 N. Brundage Avenue, Farmersville, California.

24 15. On or about November 21, 2009, ANAYA and GARCIA, as a
25 representative of ECI, demanded an advance fee of \$2480 from Socorro for the activities
26 described in Paragraph 14.

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1 16. On or about November 21, 2009, ANAYA and FLORES, as a
2 representative of ECI, solicited Saul M. (hereinafter "Saul") in order to provide loan
3 modification and negotiation services on behalf of Saul in connection with a loan secured by
4 real property located at 1293 Thesta Street, Fresno, California.

5 17. On or about November 21, 2009, ANAYA and FLORES, as a
6 representative of ECI, demanded an advance fee of \$2980 and received an initial payment of
7 \$200 from Saul for the activities described in Paragraph 16.

8 18. On or about November 21, 2009, ANAYA and CAMACHO, as a
9 representative of ECI, solicited Brenda L. (hereinafter "Brenda") in order to provide loan
10 modification and negotiation services on behalf of Brenda in connection with a loan secured by
11 real property located at 1337 F Street, Reedley, California.

12 19. On or about November 21, 2009, ANAYA and CAMACHO, as a
13 representative of ECI, demanded an advance fee of \$2500 from Brenda for the activities
14 described in Paragraph 18.

15 20. On or about November 21, 2009, ANAYA and BACKUS, as a
16 representative of ECI, solicited Carlos R. (hereinafter "Carlos") in order to provide loan
17 modification and negotiation services on behalf of Carlos in connection with a loan secured by
18 real property located at 4771 E. Lane Avenue, Fresno, California.

19 21. On or about November 21, 2009, ANAYA and BACKUS, as a
20 representative of ECI, demanded an advance fee of \$2980 and received an initial payment of
21 \$200 from Carlos for the activities described in Paragraph 20.

22 22. On or about November 14, 2009 and November 21, 2009, ANAYA and
23 BACKUS, as a representative of ECI, solicited Fortino Z. (hereinafter "Fortino") in order to
24 provide loan modification and negotiation services on behalf of Fortino in connection with a loan
25 secured by real property located at 9591 Hillside Road, Delhi, California.

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1 23. On or about November 21, 2009, ANAYA and BACKUS, as a
2 representative of ECI, demanded an advance fee of \$2180 and received an initial payment of
3 \$800 from Fortino for the activities described in Paragraph 22.

4 24. On or about November 21, 2009, ANAYA and BACKUS, as a
5 representative of ECI, solicited Francisco C. (hereinafter "Francisco") in order to provide loan
6 modification and negotiation services on behalf of Francisco in connection with a loan secured
7 by real property located at 1814 Ottawa Avenue, Corcoran, California.

8 25. On or about November 21, 2009, ANAYA and BACKUS, as a
9 representative of ECI, demanded an advance fee of \$2980 and received an initial payment of
10 \$1000 from Francisco for the activities described in Paragraph 24.

11 26. On or about November 22, 2009, ANAYA and CAMACHO, as a
12 representative of ECI, solicited Luz Maria C. (hereinafter "Luz Maria") in order to provide loan
13 modification and negotiation services on behalf of Luz Maria in connection with a loan secured
14 by real property located at 2385 S. Lewis Lane, Sanger, California.

15 27. On or about November 22, 2009, ANAYA and CAMACHO, as a
16 representative of ECI, demanded an advance fee of \$2500 from Luz Maria for the activities
17 described in Paragraph 26.

18 28. On or about November 22, 2009, ANAYA and FLORES, as a
19 representative of ECI, solicited Teresa G. (hereinafter "Teresa") in order to provide loan
20 modification and negotiation services on behalf of Teresa in connection with a loan secured by
21 real property located at 2441 Berry Street, Selma, California.

22 29. On or about November 22, 2009, ANAYA and FLORES, as a
23 representative of ECI, demanded an advance fee of \$2980 and received an initial payment of
24 \$1000 from Teresa for the activities described in Paragraph 28.

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1 1. Immediately desist and refrain from performing any acts within the State
2 of California for which a real estate broker license is required. In particular, you are ordered to
3 desist and refrain from soliciting borrowers and/or performing services for borrowers or lenders
4 in connection with loans secured directly or collaterally by one or more liens on real property,
5 unless and until you obtain a real estate broker license issued by the Department.

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

11 (A) Have an advance fee agreement which has been submitted to the
12 Department and which is in compliance with Sections 2970 and 2972 of the Regulations;

13 (B) Have placed all previously collected advance fees into a trust account
14 for that purpose and are in compliance with Section 10146 of the Code;

15 (C) Have provided an accounting to trust fund owner-beneficiaries
16 pursuant to Section 2972 of the Regulations; and

17 (D) Are in compliance with California law, as amended effective as of
18 October 11, 2009, with respect to loan modification and/or forbearance services. Under the
19 amended law, you can only collect advance fees for loan modification or other mortgage loan
20 forbearance services related to commercial loans and loans for residential properties
21 containing five or more dwelling units.

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