STATE OF NEVADA

DEPARTMENT OF BUSINESS AND INDUSTRY

DIVISION OF MORTGAGE LENDING

* * *

In re:

Pronto Solutions and Angela Gavilan

Respondents.

FINAL ORDER

The State of Nevada, Department of Business and Industry, Division of Mortgage Lending (hereinafter, the "Division"), having served Pronto Solutions and Angela Gavilan (hereinafter, "Respondents") on October 11, 2010, with its Order to Cease and Desist, Order to Pay Restitution, Notice of Intent to Impose Fine and Notice of Right to Request Hearing, attached hereto as Exhibit "1" and incorporated herein by reference, which notified Respondents that a final order would issue in this matter unless, within twenty (20) days of entry and receipt of said Order, Respondents requested a hearing to contest the charges against it, with said request to be made in writing, and;

Said Order having been sent to Respondents via certified mail and regular mail on October 12, 2010, and;

Respondents having failed to request a hearing in this matter, and good cause appearing:

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NOW, THEREFORE, **IT IS HEREBY ORDERED** that, pursuant to NRS 622.080 and NRS Chapter 645F and by permanent regulation R052-09 promulgated pursuant thereto, Respondents shall immediately **CEASE AND DESIST** soliciting for and conducting any and all covered service provider, foreclosure consultant and/or loan modification activity in the State of Nevada. In addition, Respondents will be subject to the administrative fines, fees and/or costs and restitution amounts as set forth in the original Order attached hereto as Exhibit "1".

IT IS FURTHER ORDERED that the sum of said administrative fines, fees and/or costs and restitution amounts be paid in full within **thirty (30) days** of entry of the instant Order;

Dated this 3RD day of November, 2010.

State of Nevada
Department of Business and Industry
Division of Mortgage Lending

By: Joseph L Waltuch
Joseph L. Waltuch, Commissioner

EXHIBIT “1”

STATE OF NEVADA

DEPARTMENT OF BUSINESS AND INDUSTRY

DIVISION OF MORTGAGE LENDING

In re:

Pronto Solutions and Angela Gavilan,

Respondents.

ORDER TO CEASE AND DESIST, ORDER TO PAY RESTITUTION, NOTICE OF INTENT TO IMPOSE FINE, AND NOTICE OF RIGHT TO REQUEST HEARING

The licensing and regulation of loan modification consultants, foreclosure consultants and other persons providing 'covered services,' as defined in Nevada Revised Statutes (hereinafter "NRS") 645F.310, in the State of Nevada is governed by Chapter 645F of NRS and is also governed by the permanent regulation R052-09 promulgated pursuant thereto which was adopted on August 25, 2009 (hereinafter the "Regulation"). Effective July 1, 2009, the State of Nevada, Department of Business and Industry, Division of Mortgage Lending (hereinafter the "Division") has the general duty to exercise supervision and control over covered service providers, foreclosure consultants and loan modification consultants. *See* Chapter 645F of NRS and the Regulation. Pursuant to that authority, the Division makes the following Factual Allegations, Violations of Law, and Order, as follows:

FACTUAL ALLEGATIONS

1. Based upon information and belief, and at all relevant times herein mentioned, Pronto Solutions (hereinafter "Respondent Pronto") was and is an entity of unknown organization with offices located at 4800 E. Bonanza Road, #6, Las Vegas, Nevada 89110.

2. Based upon information and belief, Angela Gavilan (hereinafter "Respondent Gavilan") is an individual who acted and continues to act as an agent or person employed by or associated with, Respondent Pronto.

3. Based upon information and belief, at all relevant times herein mentioned, Respondent Pronto and Respondent Gavilan (hereinafter collectively "Respondents") advertised services as, provided services of, engaged in, carried on or held themselves out as engaging in or carrying on, and continue to advertise services as, provide services of, engage in, carry on or hold themselves out as engaging in or carrying on, the activities of a loan modification consultant, foreclosure consultant or covered service provider.

4. Neither Respondent Pronto nor Respondent Gavilan has ever applied for, or been issued, a license by the Division as a covered service provider, foreclosure consultant or loan modification consultant, whether as an independent licensee or as an associated licensee, pursuant to Chapter 645F of NRS and the Regulation.

5. In April 2010 and May 2010, the Division received three written complaints, from FR and VR, RD, and GCQ, respectively (each individually referred to hereinafter as a "complainant" or collectively as "Complainants"), each alleging, among other things, that Respondents were offering to provide, or providing, for compensation, services to obtain mortgage loan modifications for clients and/or prevent clients' properties from going to foreclosure, or providing other covered services, as defined in NRS 645F.310.

6. Pursuant to the Regulation, "[w]hether or not a complaint has been filed, the Commissioner may investigate a licensee or other person if, for any reason, it appears that...[t]he licensee or other person is offering or providing any of the services of a covered services provider, foreclosure consultant or loan modification consultant or otherwise engaging in, carrying on or holding himself out as engaging in or carrying on the business of a covered services provider, foreclosure consultant or loan modification consultant without being

appropriately licensed or exempt from licensing pursuant to the provisions of this chapter c chapter 645F of NRS...." See Section 105(1)(b) of the Regulation.

7. Pursuant to NRS 645F.310, "covered service" includes, without limitation: 1. Financial counseling, including, without limitation, debt counseling and budget counseling 2. Receiving money for the purpose of distributing it to creditors in payment or partia payment of any obligation secured by a mortgage or other lien on a residence in foreclosure; 3. Contacting a creditor on behalf of a homeowner; 4. Arranging or attempting to arrange for an extension of the period within which a homeowner may cure a default and reinstate an obligation pursuant to a note, mortgage or deed of trust; 5. Arranging or attempting to arrange for any delay or postponement of the time of a foreclosure sale; 6. Advising the filing of any document or assisting in any manner in the preparation of any document for filing with a bankruptcy court; and 7. Giving any advice, explanation or instruction to a homeowner which in any manner relates to the cure of a default in or the reinstatement of an obligation secured by a mortgage or other lien on the residence in foreclosure, the full satisfaction of the obligation, or the postponement or avoidance of a foreclosure sale.

8. Pursuant to the Regulation, "[a] person shall not advertise services as, provide any of the services of, act as or conduct business as a covered service provider, foreclosure consultant or loan modification consultant or otherwise engage in, carry on or hold himself out as engaging in or carrying on the activities of a covered service provider, foreclosure consultant or loan modification consultant unless the person has a license as a covered service provider, foreclosure consultant or loan modification consultant, as applicable, issued pursuant to this chapter and chapter 645F of NRS." See Section 17 of the Regulation.

9. Pursuant to the Regulation, "[i]t is unlawful for any person to provide or offer to provide any of the services of a covered service provider, foreclosure consultant or loan modification consultant or otherwise to engage in, carry on or hold himself out as engaging in

or carrying on the business of a covered service provider, foreclosure consultant or loa modification consultant without first obtaining the applicable license issued pursuant to th chapter and chapter 645F of NRS, unless the person" is exempt from licensing and complie with the requirements for that exemption. *See* Section 102 of the Regulation.

10. Based upon information and belief, and at all relevant times herein mentioned Complainant FR and VR were the owners of certain real property located at 7208 Scenic Desert Ct., Las Vegas, NV 89131 (hereinafter the "Scenic Desert Property").

11. Based upon information and belief, and at all relevant times herein mentioned, Complainant RD was the owner of certain real property located at 3684 Lanai Ave., Las Vegas, NV 89104 (hereinafter the "Lanai Property").

12. Based upon information and belief, and at all relevant times herein mentioned, Complainant GCQ was the owner of certain real property located at 10141 Flagstaff Butte Ave., Las Vegas, NV 89148 (hereinafter the "Flagstaff Butte Property").

13. On approximately April 8, 2010 the Division received a written complaint from Complainant FR and VR (hereinafter "FR and VR Complaint") alleging, among other things, that:

a. On August 17, 2009, Complainant FR and VR paid Respondents a total of One Thousand Nine Hundred Ninety Seven Dollars and No Cents ($1,997.00) to negotiate the modification of their mortgage loan secured by the Scenic Desert Property;

b. From approximately August 2009 to December 2009, Respondent Pronto and/or Respondent Gavilan offered to provide, or provided, for compensation, services to obtain a mortgage loan modification for Complainant FR and VR and/or prevent the Scenic Desert Property from going to foreclosure, or to provide other covered services, as defined in NRS 645F.310; and

c. Respondents failed to provide the loan modification services for which

Complainant FR and VR paid Respondents.

d. When Respondents failed to provide the loan modification services for which Complainant FR and VR paid Respondents, Complainant FR and VR requested a full refund;

e. Respondent's agreed to provide Complainant FR and VR with a partial refund in the amount of One Thousand Two Hundred Ninety Seven Dollars and No Cents ($1,297.00);

f. In November and December 2009, respectively, Respondents gave Complainant FR and VR two post-dated refund checks in the amount of Seven Hundred Dollars and No Cents ($700.00) and Five Hundred Ninety Seven Dollars and No Cents ($597.00) respectively, but when Complainant FR and VR deposited the checks there were insufficient funds;

g. In March 2010, after at least one of the post-dated checks did not clear due to insufficient funds, Complainant FR and VR contacted Respondents and again requested a refund;

h. Respondent Gavilan gave Complainant FR and VR a personal check in the amount of Seven Hundred Dollars and No Cents ($700.00), but when Complainant FR and VR deposited the check there were insufficient funds; and

i. To date, Respondents have not refunded the One Thousand Nine Hundred Ninety Seven Dollars and No Cents ($1,997.00) owed Complainant FR and VR.

14. On approximately April 8, 2010, the Division received a written complaint from Complainant RD (hereinafter "RD Complaint") alleging, among other things, that:

a. On or about November 2009, Complainant RD paid Respondents a total of One Thousand Five Hundred Dollars and No Cents ($1,500.00) to negotiate the modification of her mortgage loan secured by the Lanai Property;

b. From approximately November 2009 to March 2009, Respondent Pronto

and/or Respondent Gavilan offered to provide, or provided, for compensation, services t obtain a mortgage loan modification for Complainant RD and/or prevent the Lanai Propert from going to foreclosure, or to provide other covered services, as defined in NRS 645F.310 and

c. Respondents failed to provide the loan modification services for which Complainant RD paid Respondents.

d. When Respondents failed to provide the loan modification services for which Complainant RD paid Respondents, Complainant RD requested a full refund;

e. To date, Respondents have not refunded the One Thousand Five Hundred Dollars and No Cents ($1,500.00) owed Complainant RD.

15. On approximately May 6, 2010 the Division received a written complaint from Complainant GCQ (hereinafter "GCQ Complaint) alleging, among other things, that:

a. On November 18, 2009, Complainant GCQ paid Respondents a total of One Thousand Nine Hundred Ninety Seven Dollars and No Cents ($1,997.00) to negotiate the modification of her mortgage loan secured by the Flagstaff Butte Property;

b. From approximately November 2009 to March 2010, Respondent Pronto and/or Respondent Gavilan offered to provide, or provided, for compensation, services to obtain a mortgage loan modification for Complainant GCQ and/or prevent the Flagstaff Butte Property from going to foreclosure, or to provide other covered services, as defined in NRS 645F.310; and

c. Respondents failed to provide the loan modification services for which Complainant GCQ paid Respondents.

d. When Respondents failed to provide the loan modification services for which Complainant GCQ paid Respondents, Complainant GCQ requested a full refund by the end of March 2010;

e. Respondents agreed to provide Complainant GCQ with a partial refund in th amount of One Thousand Three Hundred Ninety Seven Dollars and No Cents ($1,397.00), bu kept the remaining Six Hundred Dollars and No Cents ($600.00) for "[Respondent Pronto]' time, faxes preparations, etc.";

f. At the end of March 2010, Respondents gave Complainant GCQ a refunc check in the amount of One Thousand Three Hundred Ninety Seven Dollars and No Cents ($1,397.00), but when Complainant GCQ deposited the check there were insufficient funds;

g. To date, Respondents have not refunded the One Thousand Nine Hundred Ninety Seven Dollars and No Cents ($1,997.00) owed Complainant GCQ.

16. After receiving the written complaints of Complainants FR and VR, RD, and GCQ regarding Respondents, the Division conducted an investigation which revealed, among other things, that:

a. From approximately August 2009 to December 2009, Respondent Pronto and/or Respondent Gavilan offered to provide, or provided, for compensation, services to obtain a mortgage loan modification for Complainant FR and VR and/or prevent the Scenic Desert Property from going to foreclosure, or to provide other covered services, as defined in NRS 645F.310, for Complainant FR and VR, as evidenced by the "Client Fee Agreement," dated August 17, 2009 (a true and correct copy of which is attached hereto as **Exhibit "A"** and incorporated herein by reference as though set forth in full), the "Authorization Form," dated August 17, 2009 (a true and correct copy of which is attached hereto as **Exhibit "B"** and incorporated herein by reference as though set forth in full);

b. Respondents failed to provide the loan modification services for which Complainant FR and VR paid Respondents.

c. When Respondents failed to provide the loan modification services for which Complainant FR and VR paid Respondents, Complainant FR and VR requested a full refund;

d. Respondent's agreed to provide Complainant FR and VR with a partial refun in the amount of One Thousand Two Hundred Ninety Seven Dollars and No Cent ($1,297.00), but even such partial refund was never made;

e. To date, Respondents have not refunded the One Thousand Nine Hundred Ninety Seven Dollars and No Cents ($1,997.00) owed Complainant FR and VR.

f. Both before and after the August 25, 2009 effective date of the Regulation Respondents offered to provide, or provided, for compensation, services to obtain a mortgage loan modification for Complainant RD and/or prevent the Lanai Property from going to foreclosure, or to provide other covered services, as defined in NRS 645F.310, for Complainant RD, as evidenced by the "Check Receipts," dated November and December 2009 (true and correct copies of which are attached hereto as **Exhibit "C"** and incorporated herein by reference as though set forth in full); and

g. Respondents failed to provide the loan modification services for which Complainant RD paid Respondents Five One Thousand Nine Hundred Ninety Seven Dollars and No Cents ($1,997.00);

h. When Respondents failed to provide the loan modification services for which Complainant RD paid Respondents, Complainant RD requested a full refund;

i. To date, Respondents have not refunded Complainant RD;

j. Both before and after the August 25, 2009 effective date of the Regulation Respondents offered to provide, or provided, for compensation, services to obtain a mortgage loan modification for Complainant GCQ and/or prevent the Crested Property from going to foreclosure, or to provide other covered services, as defined in NRS 645F.310, for Complainant GCQ, as evidenced by the "Client Fee Agreement," (a true and correct copy of which is attached hereto as **Exhibit "D"** and incorporated herein by reference as though set forth in full), the "Authorization Form," (a true and correct copy of which is attached hereto as

Exhibit "E" and incorporated herein by reference as though set forth in full), and the "Cashe Check Copies," dated April 2010 (true and correct copies of which are attached hereto a **Exhibit "F"** and incorporated herein by reference as though set forth in full); and

k. Respondents failed to provide the loan modification services for whic Complainant GCQ paid Respondents Five One Thousand Nine Hundred Ninety Seven Dollars and No Cents ($1,997.00);

l. When Respondents failed to provide the loan modification services for which Complainant GCQ paid Respondents, Complainant GCQ requested a full refund;

m. To date, Respondents have not refunded Complainant GCQ;

n. Neither Respondent Pronto nor Respondent Gavilan has ever applied for, or been issued, a license by the Division as a covered service provider, foreclosure consultant or loan modification consultant, whether as an independent licensee or as an associated licensee, pursuant to Chapter 645F of NRS and the Regulation; and

o. At all relevant times herein mentioned, neither Respondent Pronto nor Respondent Gavilan was or is exempt from the licensing requirements of Chapter 645F of NRS and the Regulation.

17. Pursuant to the Regulation, "[f]or each violation committed by a person who engages in an activity for which licensure as a covered service provider, foreclosure consultant or loan modification consultant is required under this chapter and chapter 645F of NRS, without regard to whether the person is licensed under this chapter and chapter 645F of NRS, the Commissioner may impose upon the person an administrative fine of not more than $10,000...if the person...[d]oes not conduct business in accordance with law or has violated any provision of this chapter or chapter 645F of NRS or any order of the Commissioner...[or] [has offered or provided any services prescribed under this chapter or chapter 645F of NRS requiring licensure and the person did not have such a license and was not exempt from

licensing at the time the person engaged in the activities...." *See* Sections 103(3)(c) and (w) of the Regulation.

18. Pursuant to the Regulation, "[i]f a person engages in an activity in violation of the provisions of this chapter or chapter 645F of NRS or an order of the Commissioner, the Commissioner may issue an order directing the person to cease and desist from engaging in the activity." *See* Section 108(1) of the Regulation.

VIOLATIONS OF LAW

After investigation, the Division determined that, at all relevant times herein mentioned, Respondents, and each of them, offered or provided services of a covered services provider, foreclosure consultant or loan modification consultant or otherwise engaged in, carried on or held themselves out as engaging in or carrying on the business of a covered services provider, foreclosure consultant or loan modification consultant without having applied for and/or been issued a license by the Division and without being exempt from licensing pursuant to the provisions of Chapter 645F of NRS or the Regulation, in violation of Chapter 645F of NRS and Sec. 17, 103(3)(c) and 105(1)(b) of the Regulation.

ORDER

NOW, THEREFORE, THE COMMISSIONER OF THE DIVISION HEREBY ORDERS, pursuant to Chapter 645F of NRS and Section 108(1) of the Regulation, after having determined that Respondents offered or provided services of a covered service provider, foreclosure consultant or loan modification consultant or otherwise engaged in, carried on or held themselves out as engaging in or carrying on the business of a covered service provider, foreclosure consultant or loan modification consultant without having applied for and/or been issued a license by the Division and without being exempt from licensing, in violation of Chapter 645F of NRS and the Regulation, that **RESPONDENTS, AND EACH OF THEM, IMMEDIATELY CEASE AND DESIST** from the following activities:

1. Advertising for and/or soliciting covered services, foreclosure consultant and/or loa modification consultant business in the State of Nevada without having first received a licens from the Division to conduct such activities; and

2. Offering or providing any of the services of a covered service provider, foreclosur consultant and/or loan modification consultant, or otherwise engaging in, carrying on o holding themselves out as engaging in or carrying on the business of a covered service provider, foreclosure consultant and/or loan modification consultant in the State of Nevada for which they have not received a license from the Division to conduct such activities.

IT IS FURTHER ORDERED, pursuant to Chapter 645F of NRS and Section 108(4) of the Regulation, that upon filing a verified petition with the Division within **twenty (20) days** of receipt of this Order to Cease and Desist, Respondents, and each of them, shall be entitled to a hearing with regard to the contents of this Order to Cease and Desist. Each Respondent is advised, however, that the provisions of this Order to Cease and Desist are effective immediately upon such Respondent being served therewith, whether or not such Respondent requests a hearing.

NOTICE TO RESPONDENTS: If you request a hearing, you are specifically informed that you have the right to appear and be heard in your defense, either personally or through your counsel of choice at your own expense. At the hearing, if one is timely requested, the Division will call witnesses and present evidence against you. You have the right to respond and to present relevant evidence and argument on all issues involved. You have the right to call and examine witnesses, introduce exhibits and cross-examine opposing witnesses on any matter relevant to the issues involved.

IT IS FURTHER ORDERED, pursuant to NRS 233B.121, Chapter 645F of NRS and Section 113(2) of the Regulation that upon application to the Division within **twenty (20) days** of the date of this Order, Respondents, and each of them, shall be entitled to a hearing with

regards to the contents of this Order referenced hereafter. At that hearing the Division w seek to impose an administrative fine against Respondents, jointly and severally, in th amount of Fifteen Thousand Dollars and No Cents ($15,000.00), payable to the Division o account of Respondents' violations of Chapter 645F of NRS and the Regulation, the Division' investigative costs in the amount of Seven Hundred and Ten Dollars ($710.00) as well as the Division's attorney's fees, if any, incurred herein, to be proven at the hearing or upon the filing of a proper affidavit.

IT IS FURTHER ORDERED, pursuant to Chapter 645F of NRS and Section 103(2) of the Regulation, that Respondents immediately (a) cancel all contracts, if any, with homeowners and refund to such homeowners all moneys collected by Respondents from such homeowners, including, but not limited to, refunding One Thousand Nine Hundred Ninety Seven Dollars and No Cents ($1,997.00) to Complainant FR and VR, One Thousand Five Hundred Dollars and No Cents ($1,500.00) to Complainant RD, and One Thousand Nine Hundred Ninety Seven Dollars and No Cents ($1,997.00) to Complainant GCQ; or (b) obtain the written consent of the homeowners to transfer their files, moneys and contracts to a licensed, bonded independent licensee, HUD-approved counseling service or other entity exempt from Chapter 645F of NRS.

Should Respondents, or either of them, not timely request a hearing within **twenty (20) days** of the date of this Order; the Division will enter a Final Order in this matter against such Respondent, as required by Section 113(2) of the Regulation.

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The Division's Final Order will require payment by Respondents, jointly and severally of the administrative fine, the Division's investigative costs, and the Division's attorney's fees within **thirty (30) days** of the entry of the Final Order.

Dated this 11th day of October, 2010.

State of Nevada
Department of Business and Industry
Division of Mortgage Lending

By: Joseph L. Waltuch
Joseph L. Waltuch, Commissioner

EXHIBIT "A"

Pronto Solutions

4425 E. Stewart Avenue #108,
Las Vegas, NV 89110
Phone (702) 453-3003
Fax (702) 453-4773

CLIENT FEE AGREEMENT

Pronto Solutions and F[redacted] & V[redacted] ("Client") hereby agree(s)that *Pronto Solutions* will provide services to Client based on the terms set forth below.

1. **CONDITONS.** This agreement will not take effect, and *Pronto Solutions* will have no obligation to provide services until Client signs copy of this Agreement and pays upfront fee.

2. **SCOPE OF SERVICES.** Client hires *Pronto Solutions* to provide services in the following matter.

   A. GATHER AND REVIEW CURRENT LOAN DOCUMENTS, RESIDENTIAL MORTGAGE PAYMENT REQUIREMENTS AND FUTURE REQUIREMENTS UNDER EXISTING NOTE(S)
   B. HAVE A FORENSIC AUDIT PERFORMED ON THE LOAN DOCUMENTS TO IN ORDER TO ASCERTAIN WHETHER A RESPA AND/OR TRUTH-IN-LENDING VIOLATION IS PRESENT
   C. REVIEW STATUS OF EXISITNG MORTGAGE ACCOUNT(S) REGARDING SUBJECT PROPERTY

3. **CLIENTS DUTIES.** Client agrees to be truthful, to cooperate, and to keep *Pronto Solutions* informed of any information or developments which may come to Client's attention. Client also agrees to abide by this agreement and to keep *Pronto Solutions* advised of Client's address, telephone number and whereabouts. Client will assist *Pronto Solutions* in providing necessary information and documents and will make him/her available if necessary, to execute documents deemed reasonably necessary to assist *Pronto Solutions* and Client to achieve objectives contemplated by this agreement.

4. **FEE AGREEMENT.** Client agrees to pay *Pronto Solution* the amount of $ 1,997.00 prior to service for the application, gathering of documents, interaction with lender to retrieve appropriate documents for the forensic audit and the forensic audit itself.

5. **DISCHARGE AND WITHDRAWAL.** Client may discharge *Pronto Solutions* at any time. *Pronto Solutions* may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow *Pronto Solutions* advice on a material matter or any fact of circumstance that would render *Pronto Solutions* continuing representation unlawful or unethical. After services conclude, *Pronto Solutions* will, upon Client's request, deliver Client's file and property in *Pronto Solutions* possession, whether or not Client has paid for all services.

6. **DICLAIMER OF GUARANTEE AND ESTIMATES.** Nothing in this Agreement will be construed as a promise or guarantee about the outcome of the matter. *Pronto Solutions*

staff statements to Client will be construed as a promise or guarantee about the outcome of the matter. *Pronto Solutions* staff makes no such promises or guarantees.

7. **ENTIRE AGREEMENT.** This agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the effective date of this Agreement will be binding on the parties.

8. **SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.** If any provision of this Agreement is held in whole or in part to be enforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

9. **MODIFICATION BY SUBSEQUENT AGREEMENT.** This agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both parties.

10. **EFFECTIVE DATE.** This agreement will govern the entire Scope of Services performed by Pronto Solutions on behalf of Client commencing with the date Pronto Solutions first performed services. The date of the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Pronto Solutions the reasonable value of any services they may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOIGN TERMS AND AGREE TO THEM AS OF THE DATE PRONTO SOLUTIONS, LLC FIRST PROVIDED SERVICES. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO LIABLE, JOINTLY AND SEVERALLY, FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

SIGNED: [redacted] **DATE:** 8/17/09

SSN: [redacted] &

Address: 7208 Scenic Desert Ct
Las Vegas NV 89131

PRONTO SOLUTONS

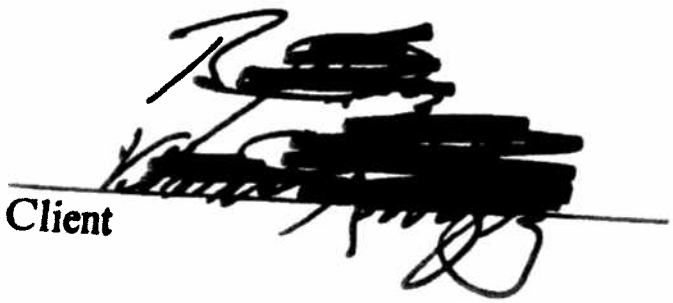
By: _____

OUR GUARANTEE TO THE CUSTOMER

We guarantee a 100% refund of the service fee, if after 150 days you do not receive a resolution from the lender as mentioned in the service agreement. The amount of $600.00 will be withheld for the company's time, faxes emails and preparations.

By signing below all parties have reviewed and agreed to the above contract.

Client name and property address:
F[redacted]
V[redacted]
7208 Scenic Desert Ct
Las Vegas, NV 89131



Client

8/17/09
Date

Pronto Solutions
4425 E. Stewart Avenue #108,
Las Vegas, NV 89110
Phone (702) 453-3003
Fax (702) 453-4773

Dear Homeowner,

Thank you for choosing *Pronto Solutions* to assist you in the evaluation of your current mortgage situation. We are helping many others in the same or even worse situation that you are in right now. Our company specializes in helping people find solutions to their mortgage problems. Our goal is to make you understand that it may still be possible to find a solution to you mortgage problems if you act. Working with us may help you to resolve your issues without having to give up your home.

You are the key to this process. We specialize in loan modification. Our team of loan modification negotiators will try to help you fix your mortgage problems without having to go thru a foreclosure.

Your responsibility is to complete the included paperwork entirely and return it to us "Pronto". This will include all documentation asked for in this list so that we may move forward. It is very important that you answer every question and provide every piece of documentation requested. Failure to provide the necessary information will delay your file and easily affect the outcome of your situation.

After you complete the package and return it to our office we will review your application in detail to assess your situation and determine the best possible solution for your particular situation. Your application will be reviewed and prepared to be sent to your lender(s) for negotiation to modify your loan. We will utilize all of our resources to get your file to the right people within the lender which gives you the best possible opportunity to be successful.

The agreed upon price is $ 1,997.00 Once your application has been accepted, we will move forward according to the solutions proposed to you

ınd that you have agreed upon. The process might take some time and we vill put attention to the utmost detail.

'ou are paying for the processing, forensic audit and your overall financial ituation. *Pronto Solutions* does not and will not guarantee that should any olution be proposed, or submitted by us to your lender, that the solution vill be accepted by your lender. **It is understood and acknowledged by ou the Client that simply presenting your proposed solution or plan or egotiation with your lender(s) by *Pronto Solutions* will not prevent the efault of your loan or foreclosure until a solution has been agreed to in vriting and signed by both you the Client and your lender(s).**

ndemnification:

'ou the Client shall indemnify, defend and hold harmless *Pronto Solutions* and ts officers, directors, employees and agents for, from and against any and all laims, lawsuits, losses, damages, costs and liabilities of any kind arising rom any default of client on any loan or the foreclosure of any deed of trust, xcept claims arising from gross negligence of *Pronto Solutions.*

hank you once again for choosing *Pronto Solutions.* We look forward to elping you achieve a solution to your mortgage problems.

EXHIBIT "B"

ATT : LOAN MODIFICATION DPT.
FAX (303) 728-7648

AUTHORIZATION FORM

This form will serve to acknowledge that the captioned mortgagor has authorized PRONTO SOLUTIONS to act on his/her behalf to resolve his/her mortgage problem(s). This is in accordance Title 24 of the CFR 203-500 (HUD)

Mortgagor / Borrower

Name Primary Borrower: F[redacted]
CO-Borrower Name: V[redacted]
Property Address: 7208 Scenic desert Ct.
Las Vegas, NV 89131

Social Security of Primary Borrower: [redacted]
Social Security of the Co-Borrower: [redacted]

Mortgage / Lender Loan Information

Lien Holder 1: Aurora Loan Servicing
Loan Number: [redacted]

Lien Holder 2:
Loan Number:

Mortgagor's /Borrower(s) Signatures & Dates

Mortgagor/Borrower: [redacted] Date: 8/17/09

EXHIBIT "C"

Pronto Solutions

4425 E. Stewart Avenue #108
Las Vegas, Nevada 89110
Phone (702) 453-3003
Fax (702) 453-4773

Property Address: 3684 lanai Ave
Las Vegas, NV 89104

RECEIPT		NO. 174
PAYEE NAME: R[redacted] D[redacted] ADDRESS: 3684 Lanai ave CITY, ST ZIP CODE: Las Vegas, NV 89104	PAYER NAME: PRONTO SOLUTIONS ADDRESS: 4425 E. STEWART AVE., #108 CITY, ST ZIP CODE: LAS VEGAS, NV 89110	
DATE	DESCRIPTION	AMOUNT
12/12/2009	PROCESSING FEE 1997 (BE ADVISE THIS IS NOT A LOAN MODIFICATION FEE)	~~1997~~ 300.—
	SUBTOTAL	

THIS RECEIPT IS FOR THE PROCESSING FEE OF YOUR PAPERWORK FOR A POSSIBLE LOAN MODIFICATION. SHOULD WE BE SUCCESSFUL IN MODIFYING YOUR MORTGAGE LOAN(S), A CLOSING FEE OF $570 WILL BE DUE IMMEDIATELY FOR THE MODIFICATION.

BY SIGNING BELOW YOU AGREE TO THIS CLOSING FEE.

[redacted]
Applicant Signature

12/12/2009
Date

[redacted]
~~Co-applicant Signature~~

Date

Pronto Solutions

4425 E. Stewart Avenue #108
Las Vegas, Nevada 89110
Phone (702) 453-3003
Fax (702) 453-4773

Property Address: 3684 Lanai Ave
Las Vegas, NV 89104

RECEIPT		NO. 174
PAYEE NAME: [redacted] ADDRESS: 3684 Lanai Ave CITY, ST ZIP CODE: Las Vegas, NV 89104	PAYER NAME: PRONTO SOLUTIONS ADDRESS: 4425 E. STEWART AVE., #108 CITY, ST ZIP CODE: LAS VEGAS, NV 89110	
DATE	DESCRIPTION	AMOUNT
11/17/2009	PROCESSING FEE 1997 (BE ADVISE THIS IS NOT A LOAN MODIFICATION FEE)	1997
	SUBTOTAL	
	Paid [illegible] - 11-21-09	

THIS RECEIPT IS FOR THE PROCESSING FEE OF YOUR PAPERWORK FOR A POSSIBLE LOAN MODIFICATION. SHOULD WE BE SUCCESSFUL IN MODIFYING YOUR MORTGAGE LOAN(S), A CLOSING FEE OF $570 WILL BE DUE IMMEDIATELY FOR THE MODIFICATION.

BY SIGNING BELOW YOU AGREE TO THIS CLOSING FEE.

[redacted]
Applicant Signature

11-12-09
Date

Co-applicant Signature

Date

EXHIBIT "D"

Pronto Solutions
4425 E. Stewart Avenue #108,
Las Vegas, NV 89110
Phone (702) 453-3003
Fax (702) 453-4773

CLIENT FEE AGREEMENT

Pronto Solutions and G[redacted] Q[redacted] ("Client") hereby agree(s)that *Pronto Solutions* will provide services to Client based on the terms set forth below.

1. **CONDITONS.** This agreement will not take effect, and *Pronto Solutions* will have no obligation to provide services until Client signs copy of this Agreement and pays upfront fee.

2. **SCOPE OF SERVICES.** Client hires *Pronto Solutions* to provide services in the following matter.

A. GATHER AND REVIEW CURRENT LOAN DOCUMENTS, RESIDENTIAL MORTGAGE PAYMENT REQUIREMENTS AND FUTURE REQUIREMENTS UNDER EXISTING NOTE(S)

B. REVIEW STATUS OF EXISITNG MORTGAGE ACCOUNT(S) REGARDING SUBJECT PROPERTY

3. **CLIENTS DUTIES.** Client agrees to be truthful, to cooperate, and to keep *Pronto Solutions* informed of any information or developments which may come to Client's attention. Client also agrees to abide by this agreement and to keep *Pronto Solutions* advised of Client's address, telephone number and whereabouts. Client will assist *Pronto Solutions* in providing necessary information and documents and will make him/her available if necessary, to execute documents deemed reasonably necessary to assist *Pronto Solutions* and Client to achieve objectives contemplated by this agreement.

4. **FEE AGREEMENT.** Client agrees to pay *Pronto Solution* the amount of $ 1,997.00 prior to service for the application, gathering of documents, interaction with lender to retrieve appropriate documents for the forensic audit and the forensic audit itself.

5. **DISCHARGE AND WITHDRAWAL.** Client may discharge *Pronto Solutions* at any time. *Pronto Solutions* may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow *Pronto Solutions* advice on a material matter or any fact of circumstance that would render *Pronto Solutions* continuing representation unlawful or unethical. After services conclude, *Pronto Solutions* will, upon Client's request, deliver Client's file and property in *Pronto Solutions* possession, whether or not Client has paid for all services.

6. **DICLAIMER OF GUARANTEE AND ESTIMATES.** Nothing in this Agreement will be construed as a promise or guarantee about the outcome of the matter. *Pronto Solutions* staff statements to Client will be construed as a promise or guarantee about the outcome of the matter. *Pronto Solutions* staff makes no such promises or guarantees.

7. **ENTIRE AGREEMENT.** This agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the effective date of this Agreement will be binding on the parties.

8. **SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.** If any provision of this Agreement is held in whole or in part to be enforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

9. **MODIFICATION BY SUBSEQUENT AGREEMENT.** This agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both parties.

10. **EFFECTIVE DATE.** This agreement will govern the entire Scope of Services performed by Pronto Solutions on behalf of Client commencing with the date Pronto Solutions first performed services. The date of the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Pronto Solutions the reasonable value of any services they may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOIGN TERMS AND AGREE TO THEM AS OF THE DATE PRONTO SOLUTIONS. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO LIABLE, JOINTLY AND SEVERALLY, FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

SIGNED: [redacted] **DATE:** _____

Leido y entendido. Poner iniciales aqui: G. O.

Address: 10141 Flagstaff Butte Ave
Las Vegas NV 89148

PRONTO SOLUTONS

By: _____

Pronto Solutions
4425 E. Stewart Avenue #108,
Las Vegas, NV 89110
Phone (702) 453-3003
Fax (702) 453-4773

Dear Homeowner,

Thank you for choosing *Pronto Solutions* to assist you in the evaluation of your current mortgage situation. We are helping many others in the same or even worse situation that you are in right now. Our company specializes in helping people find solutions to their mortgage problems. Our goal is to make you understand that it may still be possible to find a solution to you mortgage problems if you act. Working with us may help you to resolve your issues without having to give up your home.

You are the key to this process. We specialize in loan modification. Our team of loan modification negotiators will try to help you fix your mortgage problems without having to go thru a foreclosure.

Your responsibility is to complete the included paperwork entirely and return it to us "Pronto". This will include all documentation asked for in this list so that we may move forward. It is very important that you answer every question and provide every piece of documentation requested. Failure to provide the necessary information will delay your file and easily affect the outcome of your situation.

After you complete the package and return it to our office we will review your application in detail to assess your situation and determine the best possible solution for your particular situation. Your application will be reviewed and prepared to be sent to your lender(s) for negotiation to modify your loan. We will utilize all of our resources to get your file to the right people within the lender which gives you the best possible opportunity to be successful.

The agreed upon price is $ 1,997.00 Once your application has been accepted, we will move forward according to the solutions proposed to you and that you have agreed upon. The process might take some time and we will put attention to the utmost detail.

You are paying for the processing, forensic audit and your overall financial situation. *Pronto Solutions* does not and will not guarantee that should any solution be proposed, or submitted by us to your lender, that the solution will be accepted by your lender. **It is understood and acknowledged by you the Client that simply presenting your proposed solution or plan or negotiation with your lender(s) by *Pronto Solutions* will not prevent the default of your loan or foreclosure until a solution has been agreed to in writing and signed by both you the Client and your lender(s).**

Indemnification:

You the Client shall indemnify, defend and hold harmless *Pronto Solutions* and its officers, directors, employees and agents for, from and against any and all claims, lawsuits, losses, damages, costs and liabilities of any kind arising from any default of client on any loan or the foreclosure of any deed of trust, except claims arising from gross negligence of *Pronto Solutions.*

Thank you once again for choosing *Pronto Solutions.* We look forward to helping you achieve a solution to your mortgage problems.

Leido y entendido
Iniciales: S.Q.

OUR GUARANTEE TO THE CUSTOMER

We guarantee a 100% refund of the service fee, if after 150 days you do not receive a resolution from the lender as mentioned in the service agreement. The amount of $600.00 will be withheld for the company's time, faxes emails and preparations.

By signing below all parties have reviewed and agreed to the above contract.

Client name and property address:
[redacted]
10141 Flagstaff Butte Ave.
Las Vegas, NV 89148

Leido y entendido.
Iniciales: G.Q.

Client _____ Date _____

EXHIBIT "E"

ATT : LOAN MODIFICATION DPT.
FAX ( )

AUTHORIZATION FORM

This form will serve to acknowledge that the captioned mortgagor has authorized PRONTO SOLUTIONS to act on his/her behalf to resolve his/her mortgage problem(s). This is in accordance Title 24 of the CFR 203-500 (HUD)

Mortgagor / Borrower

Name Primary Borrower: G[redacted] Q[redacted]
CO-Borrower Name:
Property Address: 10141 Flagstaff Butte Ave Las Vegas NV 89148

Social Security of Primary Borrower: [redacted]
Social Security of the Co-Borrower:

Mortgage / Lender Loan Information

Lien Holder 1: Bank Of America (BAC)
Loan Number: [redacted]

Lien Holder 2: NONE
Loan Number:

Mortgagor's /Borrower(s) Signatures & Dates

Mortgagor/Borrower: [redacted] Date: _____

EXHIBIT "F"

091000019
04/08/2010
3350221877

This is a LEGAL COPY of your check. You can use it the same way you would use the original check.

RETURN REASON-A
NOT SUFFICIENT
FUNDS

NSF

0016000000893300
[0210000893 04/06/2010
10666549

091400046
04/05/2010
000001184342696

This is a LEGAL COPY of your check. You can use it the same way you would use the original check.

000001184342696
[0910000191 04/05/2010

PRONTO SOLUTIONS
4455 STEWART AVE., STE. 105 702-[illegible]
LAS VEGAS, NV 89110

1230

4-5-10

PAY TO THE ORDER OF GABRIELA QUIROGA $ 1,397.-

One thousand three hundred ninety seven [illegible]

citibank

CMP Refund

⑆322271724⑆ [redacted] 1230

⑆322271724⑆ [redacted] ⑈0000139700⑈

⑆322271724⑆ 00[redacted] ⑈0000139700⑈

Protect Your Duplicate Checks Store your duplicate checks in your check box.

☑ Track your expenses...

☐ Clothing ☐ Food ☐ Transportation
☐ Credit Card ☐ Utilities ☐ Mortgage
☐ Entertainment ☐ Insurance ☐ Other:

☐ TAX-DEDUCTIBLE ITEM

188

BALANCE FORWARD	
THIS ITEM	
BALANCE	
DEPOSIT	
OTHER	
BALANCE FORWARD	

[redacted]

For enhanced security, your name and account number do not appear on this copy.

NOT NEGOTIABLE

This is the copy of the check I gave them.

CERTIFICATE OF SERVICE

I certify that I am an employee of the State of Nevada, Department of Business and Industry, Division of Mortgage Lending, and that on, November 4, 2010, I deposited in the U.S. mail, postage prepaid via First Class Mail and Certified Return Receipt Requested, a true and correct copy of the foregoing, FINAL ORDER for PRONTO SOLUTIONS AND ANGELA GAVILAN, addressed as follows:

Angela Gavilan
Pronto Solutions
4800 E. Bonanza Road #6
Las Vegas, NV 89110

Certified Receipt Number: 7008 1830 0002 7959 6779

Angela Gavilan
10720 Sprucedale Avenue
Las Vegas, NV 89144

Certified Receipt Number: 7008 1830 0002 7959 6786

DATED this 3rd day of November, 2010

By: Susan Slack
Employee of the Division