Division of Securities
Utah Department of Commerce
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BEFORE THE DIVISION OF SECURITIES
OF THE DEPARTMENT OF COMMERCE
OF THE STATE OF UTAH

IN THE MATTER OF:	**ORDER TO SHOW CAUSE**
AMERICAN MORTGAGE ALLIANCE, INC.;	**Docket No.** SD-07-0040
NATIONAL MORTGAGE ALLIANCE, LLC;	**Docket No.** SD-07-0041
REAL-PRINTS, INC.;	**Docket No.** SD-07-0042
ROBERT MICHAEL FAIN;	**Docket No.** SD-07-0043
DARON WILSON LEBLANC;	**Docket No.** SD-07-0044
ANTONIUS "TONY" MARIA VERSTEEG;	**Docket No.** SD-07-0045
Respondents.	

It appears to the Director of the Utah Division of Securities (Director) that American Mortgage Alliance, Inc., National Mortgage Alliance, LLC, Real-Prints, Inc., Robert Michael Fain, Daron Wilson LeBlanc, and Tony Maria Versteeg (Respondents) may have engaged in acts and practices that violate the Utah Uniform Securities Act, Utah Code Ann. § 61-1-1, et seq. (the Act). Those acts are more fully described herein. Based upon information discovered in the course of the Utah Division of Securities' (Division) investigation of this matter, the Director issues this Order to Show Cause in accordance with the provisions of § 61-1-20(1) of the Act.

STATEMENT OF JURISDICTION

1. Jurisdiction over the Respondents and the subject matter is appropriate because the Division alleges that Respondents violated §§ 61-1-1 (Securities Fraud, Fraudulent Practices), 61-1-3 (Sale by Unlicensed Agent), and 61-1-7 (Sale of Unregistered Security) of the Act, while engaged in the offer and sale of securities in or from Utah.

STATEMENT OF FACTS

THE RESPONDENTS

2. American Mortgage Alliance, Inc. (American Mortgage) was registered as a Utah corporation on December 22, 1997, but its corporate status expired on July 11, 2001. American Mortgage was located at 143 East 4800 South, Murray, Utah. Dianne Versteeg was the director, president, and registered agent of American Mortgage, and Tony Maria Versteeg was its secretary.

3. National Mortgage Alliance, LLC (National Mortgage) was registered as a Utah limited liability company on May 21, 2002, but its corporate status expired on October 1, 2003. National Mortgage was located at 141 East 5600 South, Suite 204, Murray, Utah. Robert Michael Fain, Daron Wilson LeBlanc, and Tony Maria Versteeg, were managers and members of National Mortgage, and Tony Maria Versteeg was also the registered agent.

4. Real-Prints, Inc. (Real-Prints) was registered as a Utah corporation on May 12, 2005, but its corporate status expired on August 29, 2006. Robert Michael Fain was the registered agent and sole director and officer of Real-Prints.

5. Robert Michael Fain (Fain) resides in Salt Lake County, Utah, and was a manager and member of National Mortgage, and the sole director and officer of Real-Prints.

6. Daron Wilson LeBlanc (LeBlanc) resides in Utah County, Utah, and was a manager and member of National Mortgage.

7. Tony Maria Versteeg (Versteeg) resides in Salt Lake County, Utah, and was the secretary for American Mortgage, a manager and member of National Mortgage, as well as its registered agent.

GENERAL ALLEGATIONS

Investor M. S.

8. In May 2002, LeBlanc offered M. S. an investment opportunity in American Mortgage while at their place of employment in Salt Lake County.

9. LeBlanc told M. S. the following about the investment opportunity in American Mortgage:

   a. That American Mortgage generated leads for mortgage loans and refinances from kiosks placed in shopping malls;

   b. That American Mortgage had a great group of people selling the loans and the company would generate a profit;

   c. That American Mortgage was a start-up company;

   d. That American Mortgage's principals were LeBlanc, Fain, and Versteeg, and they had all invested their own money with the company;

e. That American Mortgage needed investor money for operating capital to get things started;

f. That the kiosks placed in malls would generate mortgages, or the leads could be sold to other mortgage brokers; and

g. The investment was 100% guaranteed and there was no risk involved because M. S. would receive his principal plus 20%.

10. LeBlanc failed to tell M. S., among other things, that one of American Mortgage's principals, Fain, had a criminal history involving securities fraud, and that American Mortgage's corporate status had expired in 2001.

11. LeBlanc told M. S. that American Mortgage needed M. S. to invest $14,000.

12. M. S. told LeBlanc he had no money to invest.

13. LeBlanc suggested M. S. take out a second mortgage on his home, and said the investment in American Mortgage would generate a monthly payment large enough to cover M. S.'s second mortgage, with a little extra left over.

14. On May 13, 2002, LeBlanc drove M. S. to a Key Bank in Salt Lake County to arrange the second mortgage on M. S.'s home. LeBlanc remained with M. S. while the loan officer processed the second mortgage.

15. While still at the bank, M. S. was approved for a $14,000 loan.

16. M. S. received a cashier's check from the bank for $14,000 and gave it to LeBlanc while still at the bank.

17. LeBlanc drove M. S. from the bank to American Mortgage's offices in Murray, Utah, and introduced him to Fain and Versteeg.

18. At American Mortgage's offices, M. S. saw the investment contracts for the first time. One contract was entitled "Advance of Dividends Agreement" (Agreement 1), and the second was entitled "Pre-Determined Dividend Agreement" (Agreement 2).

19. Agreement 1 states that American Mortgage will pay M. S. an advance of dividends in the amount of $152.50 per month. It also states that payments made to M. S. pursuant to Agreement 1 will be treated as Pre-Determined Dividend payments under Agreement 2. Agreement 1 was signed by Fain, LeBlanc, Versteeg, and M. S. on May 13, 2002.

20. Agreement 2 states that M. S. will receive a return of his principal plus 20% annual interest, but provides no maturity date. Agreement 2 was signed by Fain, LeBlanc, Versteeg, and M. S. on May 14, 2002, at American Mortgage's offices.

21. During M. S.'s subsequent conversations with LeBlanc, LeBlanc pressured M. S. for names of others who might be interested in investing in American Mortgage. M. S. mentioned that his parents might be interested.

22. M. S. told his parents, L. S. and J. S., about the investment opportunity in American Mortgage.

23. On or about June 11, 2002, M. S. and his parents met with LeBlanc in San Juan County, Utah, where M. S.'s parents made their first investment. M. S.'s parents' investments are discussed in more detail below.

24. Shortly after June 11, 2002, LeBlanc approached M. S. and asked him to invest more money in American Mortgage. LeBlanc said "we gotta have this money so we don't go under."

25. LeBlanc suggested that M. S. increase the amount of his second mortgage at Key Bank and invest the money in American Mortgage.

26. In June 2002, M. S. arranged to have his second mortgage increased by $22,000, and of the $22,000, M. S. invested $16,000 in American Mortgage.

27. The same day, M. S. met with LeBlanc, Fain, and Versteeg at American Mortgage where they all signed a new Advance of Dividends Agreement, with the exact same terms as M. S.'s first investment for $14,000 (return of principal plus 20% annual interest with no maturity date).

28. After investing in May and June 2002, M. S. received only two dividend checks from American Mortgage, which together totaled $230.

29. When American Mortgage continued to miss monthly dividend payments, M. S. contacted LeBlanc and Versteeg. LeBlanc and Versteeg promised to pay M. S. back.

30. On December 19, 2006, M. S. received an e-mail from LeBlanc, acknowledging that he owed M. S. money and promising to pay M. S. one-third of what he invested. In the e-mail, LeBlanc tells M. S. that "by spring of '07 I will start a monthly repayment until my share of the debt is re-paid."

31. M. S. has received no additional return of principal or interest on his investment in American Mortgage, and he is still owed $29,770 in principal alone.

Investors L. S. and J. S., Wife and Husband

32. In June 2002, LeBlanc offered L. S. and J. S. an investment opportunity in National Mortgage while meeting in their home in San Juan County, Utah. L. S. and J. S. met LeBlanc through their son M. S.

33. At the meeting, LeBlanc used his computer to show L. S. and J. S. several spreadsheets for American Mortgage which showed things like estimated gross revenue from "Live Contacts", estimated gross income by "lead rate", and estimated monthly and annual returns based upon the number of malls with an American Mortgage kiosk.

34. LeBlanc told L. S. and J. S. the following about National Mortgage:

a. That National Mortgage planned to put kiosks in malls to gather leads for mortgage loans;

b. That National Mortgage planned to offer a prize drawing to anyone who filled out an interest card for a new mortgage;

c. That National Mortgage would follow up on the leads and process some of the loans, while others would be sold to an existing market;

d. That LeBlanc had no doubt he could sell the leads as "they" had done something similar in the past;

e. That National Mortgage planned to expand its kiosk operation into Las Vegas, Nevada within two months;

f. That L. S. and J. S. would receive 20% annual interest on their investment, and if things went well, it would generate a monthly income;

g. That National Mortgage was a start-up company;

h. That National Mortgage's principals were LeBlanc, Fain, and Versteeg;

i. That National Mortgage had been raising money and had several investors including LeBlanc's parents; and

j. If L. S. and J. S. were unhappy with the investment after a few months, they could get their money back.

35. LeBlanc failed to tell L. S. and J. S., among other things, that one of National Mortgage's principals, Fain, had a criminal history involving securities fraud.

36. LeBlanc asked L. S. and J. S. to invest $10,000 in National Mortgage.

37. L. S. told LeBlanc that she and her husband would not invest unless it was guaranteed and had no risk.

38. LeBlanc told L. S. they would "do it her way" and guarantee their investment.

39. On June 11, 2004, L. S. and J. S. invested $10,000 in National Mortgage using money borrowed on their home equity line of credit.

40. In return for L. S.'s and J. S.'s investment, National Mortgage mailed L. S. and J. S. an investment contract entitled "Pre-Determined Dividend Agreement" (the Agreement)

which stated that L. S. and J. S. would receive a return of their investment plus 20% annual interest, but provided no maturity date.

41. The Agreement was dated June 11, 2002, and appears to have been signed by Fain, LeBlanc, and Versteeg.

42. On or about November 26, 2002, L. S. received a letter from LeBlanc on American Mortgage letterhead. The letter states that American Mortgage completed 13 closings in October and 15 in November.

43. L. S. and J. S. received no return of principal or interest on their investment in National Mortgage.

44. In the Fall of 2003, L. S. met with LeBlanc and Fain at Fain's company called Real-Prints, Inc. in Salt Lake City, and asked for her money back.

45. LeBlanc and Fain told L. S. they would pay her back.

46. Fain told L. S. about his new business which promoted an inkless fingerprint product. Fain said he was going to market it to the scrap-booking industry.

47. In early October 2003, L. S. met with Fain in Salt Lake City, Utah, and complained that she had still not been paid back for her investment in National Mortgage.

48. Fain again told L. S. that they (Fain, LeBlanc, and Versteeg) would pay her back.

49. Fain then showed L. S. his inkless fingerprint product. Fain said the product could be used in child identification kits, but he needed $15,000 to buy the exclusive rights to the product.

50. Fain said his new business would generate enough money to not only pay L. S. back on her prior investment, but to pay profits on a new investment of $15,000 in Real-Prints, Inc.

51. Fain gave L. S. a spreadsheet which stated an estimated profit for Real-Prints, Inc. of over $5 million after just one year of operation.

52. As a guarantee of payment, Fain gave L. S. five post-dated checks from his Resource U.S.A., Inc. business account at Wells Fargo Bank. The checks ranged from $1,000 to $2,500. The final check was for $20,000.

53. In addition, Fain said he would give L. S. a royalty on his product if she invested.

54. On or about October 8, 2003, L. S. and J. S. met with Fain at Fain's office in Salt Lake City, and invested $15,000 in Real-Prints, Inc.

55. Fain gave L. S. and J. S. a promissory note in exchange for their investment. Fain signed the note in the presence of L. S. and J. S. and their daughter A. A.

56. The promissory note was dated October 8, 2003, in the amount of $15,000, included interest of $1,000, and a maturity date of November 1, 2003.

57. L. S. began depositing the post-dated checks into her bank account on the dates indicated on the checks, and was able to successfully deposit checks totaling $15,400.

58. L. S. deposited the last check for $20,000 on or about March 2, 2004. The check bounced on March 10, 2004 leaving L. S. with $9,600 in unpaid principal from the first investment.

59. L. S. telephoned Fain about the bounced check for $20,000. Fain said he was at the bank with an investor closing a deal when the banker asked if he wanted the investor's check to cover the bounced check for $20,000. Fain said his investor backed out.

60. Fain said the reason L. S. didn't get her money back was because she cashed the post-dated check too early. Fain said he would continue to try to pay back L. S.

61. Around the time that Fain's $20,000 check to L. S. bounced, Fain gave L. S. and J. S. two untitled agreements commemorating L. S.'s and J. S.'s investments with Fain and Real-Prints. Both agreements appear to have been signed by Fain, and both are misdated November 1, 2000.

62. The first agreement (Agreement A) acknowledges L. S.'s and J. S.'s two investments of $10,000 and $15,000 and lists payments to be made to L. S. and J. S. in each month beginning in November 2004, continuing through March 2005, totaling $29,000 with interest. Agreement A was signed by L. S. and J. S., and appears to have been signed by Fain.

63. The second agreement (Agreement B) is a revised version of Agreement A and appears to have been signed by Fain alone. Agreement B includes amounts that L. S. charged on her charge card while purchasing supplies for Fain's business.

64. Both agreements state that prior agreements are null and void and the new agreement incorporates all outstanding debt owed to L. S. and J. S. The agreements state that, in

addition to paying back the debt, L. S. and J. S. will receive a royalty payment from Fain, equal to the amount they are owed ($29,000).

65. When L. S. spoke to Versteeg about paying back her principal, he said he was not obligated to L. S. because he sold his interest in National Mortgage to Fain and LeBlanc, and at the same time executed a Hold-Harmless Agreement with Fain and LeBlanc.

66. L. S. asked Versteeg for a copy of the Hold-Harmless Agreement, but he has yet to provide it.

67. L. S. and J. S. are still owed $9,600 in principal alone from their investments in National Mortgage and Real-Prints, Inc.

CAUSES OF ACTION

COUNT I
Securities Fraud under § 61-1-1(2) of the Act

(American Mortgage Alliance, Inc., National Mortgage Alliance, LLC, Robert Michael Fain, Daron Wilson LeBlanc, and Tony Maria Versteeg)

68. The Division incorporates and re-alleges paragraphs 1 through 67.

69. The investment contracts and guarantees offered and sold by American Mortgage Alliance, National Mortgage Alliance, Fain, LeBlanc, and Versteeg are securities under § 61-1-13 of the Act.

70. In connection with the offer and sale of securities to investors, American Mortgage, National Mortgage, Fain, LeBlanc, and Versteeg, directly or indirectly, made false statements, including, but not limited to, the following:

a. LeBlanc told M. S. that American Mortgage used kiosks placed in shopping malls to generate leads for mortgage loans and refinances;

b. That many leads would be generated from the mall kiosks which would generate mortgages or be sold to other mortgage brokers;

c. That the investment was guaranteed and there was no risk;

d. LeBlanc told M. S. that American Mortgage had a great group of people selling the loans and the company would generate a profit;

e. LeBlanc told M. S. that the principals of American Mortgage had all invested their own money in the company;

f. LeBlanc told M. S. that an investment in American Mortgage would generate a monthly payment large enough to cover his second mortgage payment, with a little extra left over;

g. LeBlanc told L. S. and J. S. that he had no doubt he could sell the leads because "they" had done something similar in the past;

h. LeBlanc told L. S. and J. S. that National Mortgage planned to expand its kiosk operation into Las Vegas within two months;

i. LeBlanc told L. S. and J. S. that they would receive 20% annual interest on their investment, and if things went well, their investment would generate an additional monthly income;

j. LeBlanc told L. S. and J. S. that National Mortgage had been raising money and had several investors including LeBlanc's parents; and

k. LeBlanc told L. S. and J. S. that if they were unhappy with the investment after a few months, they could get their money back.

73. In connection with the offer and sale of securities to investors, American Mortgage, National Mortgage, Fain, LeBlanc, and Versteeg, directly or indirectly, failed to disclose material information, including, but not limited to, the following, which was necessary in order to make representations made not misleading:

a. That Fain had $40,692 in outstanding civil judgments against him;

b. That in 1996 Fain was charged with multiple felony violations of the Utah Uniform Securities Act, and pleaded guilty to 5 counts of securities fraud and 14 counts of sale of an unregistered security. In February 1997, Fain was sentenced to 0-5 years in prison and ordered to pay $308,850 in restitution;

c. That in 1992, Fain petitioned for personal bankruptcy;

d. That LeBlanc and Versteeg had been sued several times and had several judgments filed against them;

d. That American Mortgage's corporate status had expired in July 2001, almost one year before M. S. invested in American Mortgage;

e. That the Pre-Determined Divided Agreements and promissory notes were securities that should have been registered with the Division;

f. Some or all of the information typically provided in an offering circular or prospectus regarding American Mortgage Alliance, Inc., and National Mortgage Alliance, LLC (the Companies), such as:

i. The business and operating history for the Companies;

ii. The principals' experience in the mortgage industry;

iii. Financial statements for the Companies;

iv. The market for the Companies' product(s);

v. The nature of the competition for the product(s);

vi. Each Company's current capitalization;

vii. A description of how the investment would be used by the Companies;

viii. The track record of the Companies to investors;

ix. Risk factors for investors;

x. The number of other investors;

xi. The minimum capitalization needed to participate in the investment;

xii. The disposition of any investments received if the minimum capitalization were not achieved;

xiii. The liquidity of the investment;

xiv. Discussion of pertinent suitability factors for the investment;

xv. The proposed use of the investment proceeds;

xvi. Any conflicts of interest the issuer, the principals, or the agents may have with regard to the investment;

xvii. Agent commissions or compensation for selling the investment;

xviii. Whether the investment is a registered security or exempt from registration; and

xix. Whether the person selling the investment is licensed.

74. Based upon the foregoing, American Mortgage Alliance, Inc., National Mortgage Alliance, LLC, Robert Michael Fain, Daron Wilson LeBlanc, and Tony Maria Versteeg wilfully violated § 61-1-1 of the Act.

COUNT II
Securities Fraud under § 61-1-1(2) of the Act
(Real-Prints, Inc., Robert Michael Fain)

75. The Division incorporates and re-alleges paragraphs 1 through 67.

76. The promissory note, investment contracts, and guarantee offered and sold by Real-Prints, Inc. and Robert Michael Fain are securities under § 61-1-13 of the Act.

77. In connection with the offer and sale of securities to L. S. and J. S., Real-Prints and Fain, directly or indirectly, made false statements, including, but not limited to, the following:

a. That Fain needed $15,000 to buy the exclusive rights to the inkless fingerprint product;

b. That Fain's new business would generate enough money to not only pay L. S. back on her prior investment, but to pay profits on a new investment of $15,000 in Real-Prints, Inc.;

c. That Fain would give L. S. a royalty on his product if she invested; and

d. Fain informed L. S. that the estimated profit for Real-Prints, Inc. after just one year of operation was over $5 million. This information was contained in a spreadsheet that Fain gave to L. S.

78. In connection with the offer and sale of securities to L. S. and J. S., Real-Prints and Fain, directly or indirectly, failed to disclose material information, including, but not limited to, the following, which was necessary in order to make representations made not misleading:

a. That Fain had $40,692 in outstanding civil judgments against him;

b. That in 1996 Fain was charged with multiple felony violations of the Utah Uniform Securities Act, and pleaded guilty to 5 counts of securities fraud and 14 counts of sale of an unregistered security. In February 1997, Fain was sentenced to 0-5 years in prison and ordered to pay $308,850 in restitution;

c. That in 1992, Fain petitioned for personal bankruptcy;

d. That the promissory note and investment contracts are securities that should have been registered with the Division;

e. Some or all of the information typically provided in an offering circular or prospectus regarding Real-Prints, Inc., such as:

i. The business and operating history for Real-Prints;

ii. The principals' experience in the area of inkless fingerprints;

iii. Financial statements for Real-Prints;

iv. The market for Real-Prints' product;

v. The nature of the competition for the product;

vi. Real-Prints' current capitalization;

vii. A description of how the investment would be used by Real-Prints;

viii. The track record of Real-Prints to investors;

ix. Risk factors for investors;

x. The number of other investors;

xi. The minimum capitalization needed to participate in the investment;

xii. The disposition of any investments received if the minimum capitalization were not achieved;

xiii. The liquidity of the investment;

xiv. Discussion of pertinent suitability factors for the investment;

xv. The proposed use of the investment proceeds;

xvi. Any conflicts of interest the issuer, the principals, or the agents may have with regard to the investment;

xvii. Agent commissions or compensation for selling the investment;

xviii. Whether the investment is a registered security or exempt from registration; and

xix. Whether the person selling the investment is licensed.

79. Based upon the foregoing, Real-Prints, Inc. and Robert Michael Fain wilfully violated § 61-1-1 of the Act.

COUNT III
Fraudulent Practices under § 61-1-1(3) of the Act
(Daron Wilson LeBlanc and Robert Michael Fain)

80. The Division incorporates and re-alleges paragraphs 1 through 67.

81. Daron Wilson LeBlanc and Robert Michael Fain engaged in acts, practices, or courses of business that operate or would operate as a fraud or deceit on M. S. and L. S. including, but not limited to, the following:

a. LeBlanc suggesting that M. S. take out a second mortgage on his home to obtain investment money, driving M. S. to the bank, and then remaining with M. S. until the loan is processed and M. S. hands LeBlanc the check;

b. LeBlanc pressuring M. S. to find additional investors for American Mortgage;

c. LeBlanc telling M. S., after M. S. and his parents had already invested, that if M. S. cannot invest more money, American Mortgage will "go under;"

d. LeBlanc informing L. S., five months after her initial investment, that American Mortgage completed 13 closings in October and 15 in November, to pacify her

temporarily and improve the likelihood of obtaining more money from L. S. in the future;

e. Fain giving L. S. post-dated checks as an inducement to invest in Real-Prints, Inc. and as a guarantee of payment on her investment in Real-Prints, Inc., and then failing to maintain enough money in the account to cover the post-dated checks;

f. Fain telling L. S. that a new investor backed out after hearing about the $20,000 check Fain bounced, to pacify L. S. temporarily and lead her to believe that new money would be coming in to pay her off; and

g. Fain giving L. S. two written agreements documenting her investments in American Mortgage and Real-Prints, and the amount she was still owed, in order to pacify her temporarily.

82. Based upon the foregoing, Daron Wilson LeBlanc and Robert Michael Fain wilfully violated § 61-1-1 of the Act.

COUNT IV
Sale of Unregistered Securities under § 61-1-7 of the Act
(American Mortgage Alliance, Inc., National Mortgage Alliance, LLC, Real-Prints, Inc., Robert Michael Fain, Daron Wilson LeBlanc, and Tony Maria Versteeg)

83. The Division incorporates and re-alleges paragraphs 1 through 67.

84. The investment contracts and guarantees offered and sold by American Mortgage, National Mortgage, Fain, LeBlanc, and Versteeg, and the promissory note, investment

contracts, and guarantee offered and sold by Real-Prints, Inc. and Fain are all securities under § 61-1-13 of the Act.

85. The securities were offered and sold in or from this state.

86. The securities offered and sold by the Respondents were not registered under the Act, and Respondents did not file any claim of exemption relating to the securities.

87. Based on the above information, American Mortgage Alliance, Inc., National Mortgage Alliance, LLC, Real-Prints, Inc., Robert Michael Fain, Daron Wilson LeBlanc, and Tony Maria Versteeg, wilfully violated § 61-1-7 of the Act.

COUNT V
Sale by Unlicensed Agent under § 61-1-3 of the Act
(Robert Michael Fain, Daron Wilson LeBlanc, and Tony Maria Versteeg)

88. The Division incorporates and re-alleges paragraphs 1 through 67.

89. Fain, LeBlanc, and Versteeg offered or sold securities in or from Utah.

90. When offering and selling these securities on behalf of American Mortgage and National Mortgage, Fain, LeBlanc, and Versteeg were acting as agents of an issuer.

91. When offering and selling these securities on behalf of Real-Prints, Fain was acting as an agent of an issuer.

92. Fain, LeBlanc, and Versteeg have never been licensed to sell securities in Utah as an agent of these issuers, or any other issuer.

93. Based on the above information, Robert Michael Fain, Daron Wilson LeBlanc, and Tony Maria Versteeg wilfully violated § 61-1-3(1) of the Act.

ORDER

The Director, pursuant to § 61-1-20 of the Act, hereby orders the Respondents to appear at a formal hearing to be conducted in accordance with Utah Code Ann. §§ 63-46b-4 and 63-46b-6 through -10, and held before the Utah Division of Securities. The hearing will occur on July 10, 2007, at 11:00 a.m., at the office of the Utah Division of Securities, located in the Heber Wells Building, 160 East 300 South, 2nd Floor, Salt Lake City, Utah. The purpose of the hearing is to establish a scheduling order and address any preliminary matters. If the Respondents fail to file an answer and appear at the hearing, the Division of Securities may hold Respondents in default, and a fine may be imposed in accordance with Utah Code Ann. § 63-46b-11. In lieu of default, the Division may decide to proceed with the hearing under § 63-46b-10. At the hearing, the Respondents may show cause, if any they have:

a. Why American Mortgage Alliance, Inc., National Mortgage Alliance, LLC, Real-Prints, Inc., Robert Michael Fain, Daron Wilson LeBlanc, and Tony Maria Versteeg should not be found to have wilfully engaged in the violations alleged by the Division in this Order to Show Cause;

b. Why American Mortgage Alliance, Inc., National Mortgage Alliance, LLC, Real-Prints, Inc., Robert Michael Fain, Daron Wilson LeBlanc, and Tony Maria Versteeg should not be ordered to cease and desist from engaging in any further conduct in violation of Utah Code Ann. § 61-1-1, or any other section of the Act;

c. Why American Mortgage Alliance, Inc. should not be ordered to pay a fine of seventy five thousand dollars ($75,000) to the Division of Securities;

d. Why National Mortgage Alliance, LLC should not be ordered to pay a fine of seventy five thousand dollars ($75,000) to the Division of Securities;

e. Why Real-Prints, Inc. should not be ordered to pay a fine of ten thousand dollars ($10,000) to the Division of Securities;

f. Why Robert Michael Fain should not be ordered to pay a fine of one hundred thousand dollars ($100,000) to the Division of Securities;

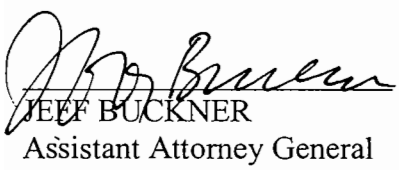
g. Why Daron Wilson LeBlanc should not be ordered to pay a fine of fifty thousand dollars ($50,000) to the Division of Securities; and

h. Why Tony Maria Versteeg should not be ordered to pay a fine of fifty thousand dollars ($50,000) to the Division of Securities.

DATED this 6th day of June, 2007.

WAYNE KLEIN
Director, Utah Division of Securities

Approved:



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BEFORE THE DIVISION OF SECURITIES
OF THE DEPARTMENT OF COMMERCE
OF THE STATE OF UTAH

IN THE MATTER OF:	**NOTICE OF AGENCY ACTION**
AMERICAN MORTGAGE ALLIANCE, INC.;	**Docket No.** SD-07-0040
NATIONAL MORTGAGE ALLIANCE, LLC;	**Docket No.** SD-07-0041
REAL-PRINTS, INC.;	**Docket No.** SD-07-0042
ROBERT MICHAEL FAIN;	**Docket No.** SD-07-0043
DARON WILSON LEBLANC;	**Docket No.** SD-07-0044
ANTONIUS "TONY" MARIA VERSTEEG;	**Docket No.** SD-07-0045
Respondents.	

THE DIVISION OF SECURITIES TO THE ABOVE-NAMED RESPONDENTS:

The purpose of this Notice of Agency Action is to inform you that the Division hereby commences a formal adjudicative proceeding against you as of the date of the mailing of the Order to Show Cause. The authority and procedure by which this proceeding is commenced are provided by Utah Code Ann. §§ 63-46b-3 and 63-46b-6 through 11. The facts on which this action is based are set forth in the foregoing Order to Show Cause.

Within thirty (30) days of the mailing date of this notice, you are required to file an Answer with the Division. The Answer must include the information required by Utah Code § 63-46b-6 (1). In addition, you are required by § 63-46b-6 (3) to state: a) by paragraph, whether you admit or deny each allegation contained in the Order to Show Cause, including a detailed explanation for any response other than an unqualified admission; b) any additional facts or documents which you assert are relevant in light of the allegations made; and c) any affirmative defenses (including exemptions or exceptions contained within the Utah Uniform Securities Act) which you assert are applicable. To the extent that factual allegations or allegations of violations contained in the Order to Show Cause are not disputed in your Answer, they will be deemed admitted.

Your Answer, and any future pleadings or filings that should be part of the official files in this matter, should be sent to the following:

Signed originals to:

Administrative Court Clerk
c/o Pam Radzinski
Division of Securities
160 E. 300 S., Second Floor
Box 146760
Salt Lake City, UT 84114-6760
(801) 530-6600

A copy to:

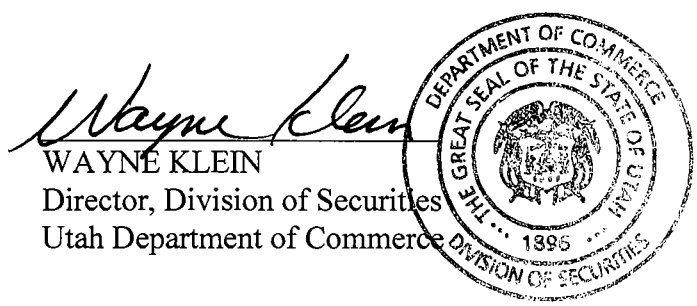
Jeff Buckner
Assistant Attorney General
160 E. 300 S., Fifth Floor
Box 140872
Salt Lake City, UT 84114-0872
(801) 366-0310

A hearing date has been set for Tuesday, July 10th, 2007, at 11:00 a.m., at the office of the Utah Division of Securities, located in the Heber Wells Building, 160 East 300 South, 2nd Floor, Salt Lake City, Utah.

If you fail to file an Answer, as set forth herein, or fail to appear at the hearing, the Division of Securities may hold you in default, and a fine and other sanctions may be imposed against you in accordance with Utah Code Ann. § 63-46b-11, without the necessity of providing you with any further notice. In lieu of default, the Division may decide to proceed with the hearing under § 63-46b-10. At the hearing, you may appear and be heard and present evidence on your behalf. You may be represented by counsel during these proceedings.

The presiding officer in this case is Wayne Klein, Director, Division of Securities. Questions regarding the Order to Show Cause and Notice of Agency Action should be directed to the Division's attorney, Jeff Buckner, at (801) 366-0310.

DATED this 6TH day of June, 2007.



WAYNE KLEIN
Director, Division of Securities
Utah Department of Commerce

Certificate of Mailing

I certify that on the 7TH day of June, 2007, I mailed, by certified mail, a true and correct copy of the Order to Show Cause and Notice of Agency Action to:

American Mortgage Alliance, Inc.
143 E. 4800 S.
Murray, UT 84107

Certified Mail # 7005 1820 0003 7191 2916

National Mortgage Alliance, LLC
141 E. 5600 S., Suite 204
Murray, UT 84107

Certified Mail # 7005 1820 0003 7191 2923

Real-Prints, Inc.
436 White Pine Drive
Salt Lake City, UT 84123

Certified Mail # 7005 1820 0003 7191 2930

Robert Michael Fain
9018 S. Kings Hill Place
Cottonwood Heights, UT 84121-6182

Certified Mail # 7005 1820 0003 7191 2947

Daron Wilson LeBlanc
719 South 590
Orem, UT 84097

Certified Mail #7005 1820 0003 7191 2954

Antonius Maria Versteeg
11105 Londonderry Drive
Sandy, UT 84092

Certified Mail # 7005 1820 0003 7191 2961

Antonius Maria Versteeg
8751 Alta Canyon Road
Sandy, UT 84093

Certified Mail # 7005 1820 0003 7191 2978

Pamela Radzinski
Executive Secretary