

FILED
JUN 20 2011

DEPARTMENT OF REAL ESTATE

By [Signature]

1 Department of Real Estate
2 P. O. Box 187000
3 Sacramento, CA 95818-7000
4 Telephone: (916) 227-0789

8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11	In the Matter of the Accusation of)	
12)	NO. H-3018 SAC
13	MICHELLE CELESTE CSEREP,)	
14	THEODORE EARL STINER,)	
15	METROPOLIS MORTGAGE, INC.,)	
)	
	Respondent.)	

17 ORDER SUSPENDING RESTRICTED REAL ESTATE LICENSE

18 TO: MICHELLE CELESTE PETRUZELLI formerly known as MICHELLE CELESTE
19 CSEREP

20 On July 18, 1995, a restricted real estate salesperson license was issued by the
21 Department of Real Estate to you on the terms, conditions and restrictions set forth in the Real
22 Estate Commissioner's Decision effective June 28, 1995, in Case No. H-3018 SAC. This
23 Decision granted the right to the issuance of a restricted real estate salesperson license subject to
24 the provisions of Section 10156.7 of the Business and Professions Code and to enumerated
25 additional terms, conditions and restrictions imposed under authority of Section 10156.6 of said
26 Code.

1 On December 17, 2009, in Case No. H-5317 SAC, an Accusation (hereinafter
2 "Accusation") by a Deputy Real Estate Commissioner of the State of California was filed
3 alleging cause under Sections 10176(a), 10176(b), 10176(g), 10176(i), 10177(g), 10177(j),
4 10232.5, 10240, and 10177(d) of the California Business and Professions Code (hereinafter "the
5 Code") for the suspension or revocation of all licenses and license rights of Respondent under
6 the Real Estate Law.

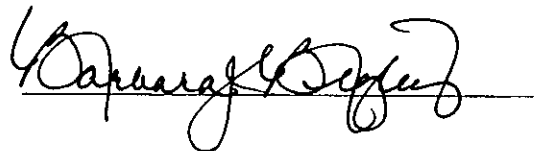
7 NOW, THEREFORE, IT IS ORDERED under authority of Section 10156.7 of
8 the Code that the restricted real estate salesperson license heretofore issued to you and the
9 exercise of any privileges thereunder is hereby suspended until final determination is made after
10 hearing in the aforesaid Accusation. IT IS FURTHER ORDERED that all license certificates
11 and identification cards issued by the Department which are in your possession be immediately
12 surrendered by personal delivery or by mailing in the enclosed, self-addressed envelope to:

13
14 Department of Real Estate
15 Attn: Flag Section
16 P. O. Box 187000
17 Sacramento, CA 95818-7000

18 This Order shall be effective immediately.

19 DATED: 6/16, 2011.

20 BARBARA J. BIGBY
21 Acting Real Estate Commissioner

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25
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27

FILED
JUN - 8 1995

DEPARTMENT OF REAL ESTATE

BEFORE THE
DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

By Kathleen Contreras

* * *

In the Matter of the Accusation of)
MICHELLE CELESTE CSERP,)
METROPOLIS MORTGAGE, INC.,)
Respondents.)

NO. H-3018 SAC
N-9408053

DECISION

The Proposed Decision dated May 9, 1995, of the Administrative Law Judge of the Office of Administrative Hearings is hereby adopted as the Decision of the Real Estate Commissioner in the above-entitled matter.

This Decision shall become effective at 12 o'clock noon on June 28, 1995.

IT IS SO ORDERED 6-8, 1995.

JIM ANTT, JR.
Real Estate Commissioner

J. Antt Jr.

BEFORE THE
DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

In the Matter of the Accusation)
Against:) No. H-3018 SAC
)
MICHELLE CELESTE CSEREP,) OAH No. N-9408053
METROPOLIS MORTGAGE, INC.,)
)
Respondents.)
_____)

PROPOSED DECISION

On March 8, 1995, in Sacramento, California, Leonard L. Scott, Administrative Law Judge, Office of Administrative Hearings, State of California, heard this matter.

David Seals, counsel, represented the complainant.

Respondent Michelle Celeste (Cserep) appeared in her own behalf and on behalf of respondent Metropolis Mortgage, Inc., (Metropolis Mortgage).

Evidence was received, the record was closed and the matter was submitted.

FINDINGS OF FACT

I

Charles W. Koenig, Deputy Real Estate Commissioner, State of California, filed the Accusation against respondents. Koenig acted in his official capacity.

II

During the hearing the attorney for the complainant moved to amend the Accusation at page 5, in paragraph 18, on line 24, to strike the word "provide" and insert the words "retain a copy". Cserep did not object and the amendment was granted.

III

On or about June 11, 1991, the Real Estate Commissioner of the State of California issued Real Estate Salespersons License, number 01111777, to Cserep. On April 21, 1993, her employing broker became Thomas Earl Stiner, 3161 Cameron Park Drive, number 223, Cameron Park, California 95667. (Stiner was originally a named respondent in this matter but he reached a stipulated settlement with the Department regarding the allegations against him.) On October 13, 1993, Cserep's employing broker became Metropolis Mortgage, Inc., 3161 Cameron Park Drive, number 223, Cameron Park, California 95667. Due to the cancellation of the Metropolis Mortgage broker's license, Cserep's employment under it was terminated on May 17, 1994. On May 18, 1994, her license was reinstated in the employment of C & M McGee, Inc., 11290 Point East Drive, number 110, Rancho Cordova, California 95742. Cserep's real estate salespersons license has been in full force and effect at all times relevant to this matter and will expire on June 10, 1995, if not renewed.

Cserep's new residence address is 2811 Cold Springs Road, Unit 29, Placerville, California 95667.

IV

On or about October 7, 1993, the Real Estate Commissioner of the State of California issued Real Estate Corporation Brokers License, number 01166960, to Metropolis Mortgage with Theodore Earl Stiner as the designated officer and an address of 3161 Cameron Park Drive, number 223, Cameron Park, California 95667, with a branch office license for 322 6th Street, San Francisco 94103. On December 14, 1993, the branch office license was canceled. On March 10, 1994, the main office address was changed to 1010 Cameron Drive, number 201B, Cameron Park, California 95682. On May 16, 1994, the Metropolis Mortgage real estate corporation broker license was canceled.

V

In July of 1993, Joann Johnson saw an advertisement placed by Metropolis Mortgage which offered mortgage loan brokerage services. She telephoned Metropolis Mortgage and then went to its office. She wanted to refinance the mortgage on her home and the mortgage on a duplex in order to take out some of the equity and use the money to pay her brother. When Johnson first went to Metropolis Mortgage, she dealt with a loan officer named Linda Estrada. There was some delay in securing a loan on the residence. Johnson became upset, called the offices of Metropolis Mortgage and spoke with Cserep. Cserep corrected the problem and got the refinance mortgage loan approved on Johnson's residence at a lower interest rate and with lower monthly payments than the existing mortgage.

There was an even greater problem in getting a loan on the duplex. Johnson wanted to take at least \$10,000 in equity out of the duplex. As time went on without finding a lender, Cserep told Johnson that the potential amount of cash back from a mortgage loan on the duplex declined to about \$2,000. Johnson needed at least \$5,000 cash back for her brother so he could make a down payment on a house. She told Cserep if she could not get the \$5,000 back, she did not want to refinance the duplex. Cserep suggested that if Johnson paid more points on the loan, possibly she could still get about \$5,000 back. Johnson agreed to pay more points.

The lender on the refinance mortgage loan on the duplex was Cypress Financial Corporation. The loan application originally requested cash back but Cypress Financial Corporation limited loans to 60 per cent of value if any cash was taken out. Here the amount of the loan when compared to the value of the duplex was 66 per cent. Cypress Financial Corporation would not make a 66 per cent loan on the duplex if there was any cash back.

Cserep then resubmitted the Johnson loan application with a 6 point loan origination fee and with the documents stating that there would be no cash to the borrower, although in fact the high fees were so that Johnson could have the cash back. Cypress Financial Corporation refused to make the loan with such a high loan origination fee.

Cserep resubmitted it again, with a 4 point loan origination fee (about \$4,280) and with the documents stating that there would be no cash to the borrower. Cypress Financial Corporation approved the loan. The refinance loan had a lower interest rate than the loan which it replaced. It was closed and funded in January of 1993. Cypress Financial Corporation paid Metropolis Mortgage the loan origination fee of 4 points (4 percentage points), about \$4,280 plus a processing fee of \$600 on the loan.

Cserep, acting for Metropolis Mortgage, paid Johnson a cash back of \$5,230 after the loan was funded by Cypress Financial Corporation. This contradicted the representations that she had made to Cypress Financial Corporation in order to get them to make the refinance mortgage loan to Johnson.

Cypress Financial Corporation policies regarding the maximum amounts of loans and whether the borrower could receive cash back were necessary in order to comply with the requirements of federal loan programs known as Federal Home Loan Mortgage Corporation (Freddie Mac) and Federal National Mortgage Association (Fannie Mae). The Cypress Financial Corporation policies were also designed to reduce the risk on loans. Violation of these policies could make the loans not resalable to the federal programs.

Brooks A. Thiele testified that he was the executive vice president of Cypress Financial Corporation when the Johnson refinance mortgage loan on the duplex was approved. It was approved because there was no cash back to the borrower.

VI

Theodore Earl Stiner, who was originally a respondent in this matter, was called to testify by Cserep. On cross-examination, he testified that Cserep did not ask him if it was legally permissible to take the money paid to her by Cypress Financial Corporation as a commission and rebate it to the borrower Johnson.

VII

Cserep testified that the \$5,230 which she, acting for Metropolis Mortgage, paid to Johnson after the refinance mortgage loan on the duplex closed was not a cash back but a refund of some of the fees on the two loans plus a loan to Johnson. Cserep testified that she did this because of the delays and problems caused by Metropolis Mortgage's loan officer on the refinance of the house. Cserep testified that she made the refund and the loan in order to mollify Johnson. Cserep testified that she promised to refund some of the fees if Johnson went ahead with the loans. Cserep testified that she was repaid on the loan with funds from the escrow company when Johnson's brother's loan closed, even though Cserep had no involvement with that loan. Cserep did not provide any documents or the testimony of any other witness to support her claim regarding receiving money from the escrow company from Johnson's brother's loan account.

The Metropolis Mortgage check register (Exhibit 4) only partially supports Cserep's testimony. The notations on the check register indicate that check number 829 from Metropolis Mortgage to Johnson in the amount of \$5,230 included \$230 as a refund and \$5,000 for "other".

Cserep's explanation that the cash back to Johnson was a loan and a refund was not credible and was contradicted by Johnson.

However, Cserep certainly did give up her commission so that Johnson could have the money that she wanted from the refinancing.

VIII

During the course of its activities as a mortgage loan brokerage, Metropolis Mortgage failed to retain a copy in its files of the "Borrowers Disclosure Statement" in the following transactions:

A. The August 3, 1993, real property mortgage loan from the Redding Bank of Commerce to Richard and Diana Walliser.

B. The June 15, 1993, real property mortgage loan from Monument Mortgage Inc. to Harold and Linda Davids.

C. The November 15, 1993, real property mortgage loan from Plaza Home Mortgage Bank to Russell Huth.

DETERMINATION OF ISSUES

I

Cause for discipline of the Real Estate licenses of Cserep and Metropolis Mortgage for violation of Business and Professions Code sections 10176(a) and 10176(i) was established by Findings V through VII.

II

Cause for discipline of the Real Estate license of Metropolis Mortgage for violation of Business and Professions Code sections 10240, 10241 and 10177(d) as established by Finding VIII.

ORDER

I

All real estate licenses and licensing rights of respondent Metropolis Mortgage, Inc., are revoked pursuant to Determination of Issues I and II.

II

All licenses and licensing rights of respondent Michelle Celeste Cserep under the Real Estate Law are revoked; provided, however, a restricted real estate salesperson license shall be issued to respondent pursuant to section 10156.5 of the Business and Professions Code if respondent makes application therefor and pays to the Department of Real Estate the appropriate fee for the restricted license within 90 days from the effective date of this Decision. The restricted license issued to respondent shall be subject to all of the provisions of

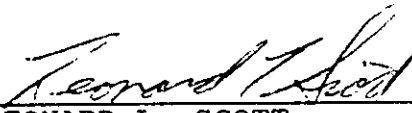
section 10156.7 of the Business and Professions Code and to the following limitations, conditions and restrictions imposed under authority of section 10156.6 of that Code:

1. The restricted license issued to respondent may be suspended prior to hearing by Order of the Real Estate Commissioner in the event of respondent's conviction or plea of nolo contendere to a crime which is substantially related to respondent's fitness or capacity as a real estate licensee.
2. The restricted license issued to respondent may be suspended prior to hearing by Order of the Real Estate Commissioner on evidence satisfactory to the Commissioner that respondent has violated provisions of the California Real Estate Law, the Subdivided Lands Law, Regulations of the Real Estate Commissioner or conditions attaching to the restricted license.
3. Respondent shall not be eligible to apply for the issuance of an unrestricted real estate license nor for the removal of any of the conditions, limitations or restrictions of a restricted license until 9 years elapsed from the effective date of this Decision.
4. Respondent shall submit with any application for license under an employing broker, or any application for transfer to a new employing broker, a statement signed by the prospective employing real estate broker on a form approved by the Department of Real Estate which shall certify:
 - a. That the employing broker has read the Decision of the Commissioner which granted the right to a restricted license; and
 - b. That the employing broker will exercise close supervision over the performance by the restricted licensee relating to activities for which a real estate license is required.
5. Respondent shall, within nine months from the effective date of this Decision, present evidence satisfactory to the Real Estate Commissioner that respondent has, since the most recent issuance of an original or renewal real estate license, taken and successfully completed the continuing education requirements of Article 2.5 of Chapter 3 of the Real Estate Law for renewal of a real estate license. If respondent fails to satisfy

this condition, the Commissioner may order the suspension of the restricted license until the respondent presents such evidence. The Commissioner shall afford respondent the opportunity for a hearing pursuant to the Administrative Procedure Act to present such evidence.

Date:

May 9, 1995



LEONARD L. SCOTT
Administrative Law Judge
Office of Administrative Hearings

1 DEPARTMENT OF REAL ESTATE
2 P. O. Box 187000
3 Sacramento, CA 95818-7000
4 Telephone: (916) 227-0789

FILED
JAN 18 1995
DEPARTMENT OF REAL ESTATE

By Kathleen Contreras

8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of)
12 MICHELLE CELESTE CSEREP,) NO. H-3018 SAC
13 THEODORE EARL STINER,) STIPULATION AND
14 METROPOLIS MORTGAGE, INC.,) AGREEMENT IN
15 Respondents.) SETTLEMENT AND ORDER

16 It is hereby stipulated by and between THEODORE EARL
17 STINER (sometimes referred to as Respondent), individually, his
18 attorney of record, Scott B. Hayward, and the Complainant, acting
19 by and through Susan Y. Bennett, Counsel for the Department of
20 Real Estate, as follows, for the purpose of settling and disposing
21 of the Accusation filed on June 21, 1994, in this matter with
22 respect to respondent THEODORE EARL STINER:

23 1. All issues which were to be contested and all
24 evidence which was to be presented by Complainant and respondent
25 STINER at a formal hearing on the Accusation, which hearing was to
26 be held in accordance with the provisions of the Administrative
27 Procedure Act (APA), shall instead and in place thereof be

1 submitted solely on the basis of the provisions of this
2 Stipulation.

3 2. Respondent has received, read and understands the
4 Statement to Respondent, the Discovery Provisions of the APA, and
5 the Accusation filed by the Department of Real Estate in this
6 proceeding.

7 3. On June 29, 1994, Respondent filed a Notice of
8 Defense pursuant to Section 11505 of the Government Code for the
9 purpose of requesting a hearing on the allegations in the
10 Accusation. Respondent hereby freely and voluntarily withdraws
11 said Notice of Defense. Respondent acknowledges that he
12 understands that by withdrawing said Notice of Defense he waives
13 his right to require the Commissioner to prove the allegations in
14 the Accusation at a contested hearing held in accordance with the
15 provisions of the APA and that he waives other rights afforded to
16 him in connection with the hearing such as the right to present
17 evidence in defense of the allegations in the Accusation and the
18 right to cross-examine witnesses.

19 4. Respondent, pursuant to the limitations set forth
20 below, hereby admits that the factual allegations in Paragraphs 1
21 through 6, and 15 through 18 of the Accusation filed in this
22 proceeding are true and correct and the Real Estate Commissioner
23 shall not be required to provide further evidence to prove such
24 allegations.

25 5. It is understood by the parties that the Real Estate
26 Commissioner may adopt the Stipulation and Agreement as his
27 decision in this matter thereby imposing the penalty and sanctions

1 on Respondent's real estate license and license rights as set
2 forth in the below "Order". In the event that the Commissioner in
3 his discretion does not adopt the Stipulation and the Agreement in
4 Settlement, it shall be void and of no effect, and Respondent
5 shall retain the right to a hearing and proceeding on the
6 Accusation under all the provisions of the APA and shall not be
7 bound by any admission or waiver made herein.

8 6. The Order or any subsequent Order of the Real Estate
9 Commissioner made pursuant to this Stipulation and Agreement in
10 Settlement shall not constitute an estoppel, merger, or bar to any
11 further administrative or civil proceedings by the Department of
12 Real Estate with respect to any matters which were not
13 specifically alleged to be causes for accusation in this
14 proceeding.

15 DETERMINATION OF ISSUES

16
17 By reason of the foregoing stipulations, admissions and
18 waivers, and solely for the purpose of settlement of the pending
19 Accusation without a hearing, it is stipulated and agreed that the
20 following determination of issues shall be made:

21 1.

22 The conduct of Respondent, as described in Paragraphs 1
23 through 6, and 15 through 18 of the Accusation is grounds for the
24 suspension or revocation of all of the real estate licenses and
25 license rights of Respondent under the provisions of Sections
26 10177(g), 10177(h), and 10240 of the Business and Professions Code
27 ("Code") in conjunction with Section 10177(d) of the Code.

ORDER

All licenses and licensing rights of respondent THEODORE EARL STINER under the Real Estate Law are suspended for a period of thirty (30) days from the effective date of this Order.

November 1, 1994
DATED

Susan Y. Bennett
SUSAN Y. BENNETT
Counsel for Complainant

* * *

I have read the Stipulation and Agreement, and its terms are understood by me and are agreeable and acceptable to me. I understand that I am waiving rights given to me by the California Administrative Procedure Act (including but not limited to Sections 11506, 11508, 11509, and 11513 of the Government Code), and I willingly, intelligently, and voluntarily waive those rights, including the right of requiring the Commissioner to prove the allegations in the Accusation at a hearing at which I would have the right to cross-examine witnesses against me and to present evidence in defense and mitigation of the charges.

11.11.94
DATED

Theodore Earl Stiner
THEODORE EARL STINER
Respondent

Approved as to form and content:

11/22/94
DATED

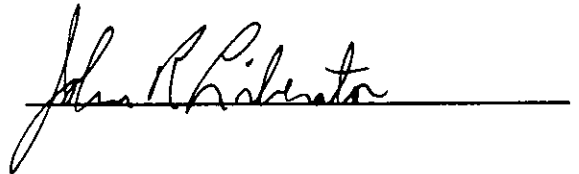
Scott B. Hayward
SCOTT B. HAYWARD
Attorney for Respondent
THEODORE EARL STINER

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The foregoing Stipulation and Agreement for Settlement
is hereby adopted by the Real Estate Commissioner as his Decision
and Order and shall become effective at 12 o'clock noon on
February 7, 1995.

IT IS SO ORDERED December 21, 1994.

JOHN R. LIBERATOR
Interim Commissioner



FILED
AUG 29 1994

BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA
DEPARTMENT OF REAL ESTATE

By Kathleen Contreras

In the Matter of the Accusation of

MICHELLE CELESTE CSEREP,
THEODORE EARL STINER,
METROPOLIS MORTGAGE, INC.,

}

Case No. H-3018 SAC

OAH No. N-9408053

Respondent

NOTICE OF HEARING ON ACCUSATION

To the above named respondent:

You are hereby notified that a hearing will be held before the Department of Real Estate at The
Office of Administrative Hearings, 501 J Street, Suite 220,
Second Floor Hearing Rooms, Sacramento, California 95814

on Wednesday -- March 8, 1995, at the hour of 9:00 AM,
or as soon thereafter as the matter can be heard, upon the Accusation served upon you.

You may be present at the hearing. You have the right to be represented by an attorney at your own expense. You are not entitled to the appointment of an attorney to represent you at public expense. You are entitled to represent yourself without legal counsel. If you are not present in person nor represented by counsel at the hearing, the Department may take disciplinary action against you based upon any express admission or other evidence including affidavits, without any notice to you.

You may present any relevant evidence and will be given full opportunity to cross-examine all witnesses testifying against you. You are entitled to the issuance of subpoenas to compel the attendance of witnesses and the production of books, documents or other things by applying to the Department of Real Estate.

The hearing shall be conducted in the English language. If you want to offer the testimony of any witness who does not proficiently speak the English language, you must provide your own interpreter. The interpreter must be approved by the Administrative Law Judge conducting the hearing as someone who is proficient in both English and the language in which the witness will testify. You are required to pay the costs of the interpreter unless the Administrative Law Judge directs otherwise.

DEPARTMENT OF REAL ESTATE

Dated: August 26, 1994

By Thomas C. Lasken
THOMAS C. LASKEN Counsel

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2.

MICHELLE CELESTE CSEREP (hereinafter "Respondent CSEREP"), THEODRE EARL STINER (hereinafter "Respondent STINER"), and METROPOLIS MORTGAGE, INC. (hereinafter "Respondent METROPOLIS") are presently licensed and/or have license rights under the Real Estate Law (Part 1 of Division 4 of the California Business and Professions Code) (hereinafter the "Code").

3.

At all times herein mentioned, Respondent CSEREP was licensed as a real estate salesperson in the employ of Respondent METROPOLIS.

4.

At all times herein mentioned, Respondent STINER was licensed as a real estate broker, and as the designated broker-officer for Respondent METROPOLIS.

5.

At all times herein mentioned, Respondent METROPOLIS was licensed as a real estate corporation acting by and through Respondent STINER.

6.

At all times herein mentioned, Respondents CSEREP, STINER and METROPOLIS engaged in the business of, acted in the capacity of, advertised, or assumed to act as a real estate broker selling or offering to sell, buying or offering to buy, soliciting prospective sellers or purchasers of, soliciting or obtaining listings of, or negotiating the purchase, sale or exchange of real property.

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7.

On or about July 11, 1993, in the course of the mortgage loan brokerage activities described in Paragraph 6, above, Respondent CSEREP, acting in the employ of Respondent METROPOLIS, accepted an application from Joann Johnson (hereinafter "Johnson") for a loan secured by Johnson's real property located at 4950-4952 Clearwood Way, Sacramento, California.

8.

On or about October 20, 1993, in connection with the loan transaction described above, Respondent CSEREP submitted said loan application to Cypress Financial Corporation (hereinafter "Cypress").

9.

On or about October 28, 1993, and November 16, 1993, Cypress notified Respondent CSEREP that approval of the loan was subject to the condition, among others, that Johnson receive no cash proceeds from the loan transaction.

10.

On or about November 1, 1993, in order to induce Cypress to make said loan to Johnson, Respondent CSEREP represented or caused the following representations to be made to Cypress:

- a. Johnson would not receive cash proceeds from the loan transaction; and,
- b. Respondent METROPOLIS was charging Johnson four (4) points or \$5,530.00, and a \$600.00 loan processing fee, for arranging the loan.

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In reliance on said representation described in Paragraph 10, above, Cypress funded said loan to Johnson on or about December 13, 1993.

12.

Respondent CSEREP's representation described in Paragraph 10, above, were false or misleading and were known by Respondent CSEREP to be false or misleading when made or were made by Respondent CSEREP with no reasonable grounds for believing said representations to be true. In truth and in fact, on or about December 22, 1993, Respondent CSEREP, acting on behalf of Respondent METROPOLIS, disbursed a check for \$5,230.00 to Johnson from loan proceeds paid to Respondent METROPOLIS by Cypress.

13.

Respondent CSEREP, acting on behalf of Respondent METROPOLIS, failed to disclose to Cypress that Respondent METROPOLIS would pay Johnson \$5,230.00 from the proceeds of the loan transaction.

14.

The facts alleged above are cause for the suspension or revocation of all licenses and license right of Respondents CSEREP and METROPOLIS under Sections 10176(a) and 10176(i) of the Code.

SECOND CAUSE OF ACCUSATION

15.

There is hereby incorporated in this Second, separate and distinct, Cause of Accusation, all of the allegations contained in Paragraphs 1 through 13 of the First Cause of

1 Accusation with the same force and effect as if herein fully set
2 forth.

3 16.

4 In connection with said loan transaction described in
5 the First Cause of Accusation, Respondent STINER, acting as the
6 designated broker-officer for Respondent METROPOLIS, failed to
7 exercise reasonable supervision and control over the activities
8 for which a real estate license is required by Respondent CSEREP,
9 including but not limited to failing to review all documents
10 having a material effect upon the rights or obligations of the
11 parties to the transaction.

12 The facts alleged above are grounds for the revocation
13 or suspension of all licenses and license rights of Respondent
14 STINER under Sections 10177(g) and (h) of the Code.

15 THIRD CAUSE OF ACCUSATION

16 17.

17 There is hereby incorporated in this Third, separate and
18 distinct, Cause of Accusation, all of the allegations contained in
19 Paragraphs 1, 2, 4, 5, and 6 of the First Cause of Accusation with
20 the same force and effect as if herein fully set forth.

21 18.

22 In connection with the mortgage loan business described
23 in Paragraph 6, above, Respondents METROPOLIS and STINER failed to
24 provide the "Borrower Disclosure" statement as required by Section
25 10240 of the Code, in conformance with Section 10241 of the Code,
26 including, but not limited to the following transactions:

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BORROWER

LENDER

DATE FUNDED

- (a) Richard & Diana Walliser Redding Bank of Commerce August 3, 1993
- (b) Harold & Linda Davids Monument Mortgage Inc. June 15, 1993
- (c) Russell Huth Plaza Home Mortgage Bank November 15, 1993

19.

The facts alleged above are grounds for the revocation or suspension of all licenses and license rights of Respondents METROPOLIS and STINER under Sections 10240 of the Code in conjunction with Section 10177(d) of the Code.

20.

In the alternative as to Respondent STINER, the facts alleged above, are grounds for the suspension or revocation of all licenses and license rights of Respondent STINER under Section 10177(h) of the Code

WHEREFORE, Complainant prays that a hearing be conducted on the allegations of this Accusation and that upon proof thereof a decision be rendered imposing disciplinary action against all licenses and license rights of Respondents CSEREP, STINER, and METROPOLIS under the Real Estate Law (Part 1 of Division 4 of the Business and Professions Code), and for such other and further relief as may be proper under the provisions of law.


 CHARLES W. KOENIG
 Deputy Real Estate Commissioner

Dated at Sacramento, California, this 3rd day of June, 1994.