

FILED

BEFORE THE BUREAU OF REAL ESTATE

FEB 22 2018

STATE OF CALIFORNIA

BUREAU OF REAL ESTATE

By B. Nicholas

In the Matter of the Accusation of) CalBRE No. H-12085 SF
)
S&S EAGLE CORPORATION,)
DENNIS J. SERRAO and)
TRAVIS ADAMS STODDARD)
)
Respondent(s).)
_____)

DECISION

This Decision is being issued in accordance with the provisions of Section 11520 of the Government Code, on evidence of compliance with Section 11505 of the Government Code and pursuant to the Order of Default filed on December 13, 2017, and the Findings of Fact set forth herein, which are based on one or more of the following: (1) Respondent TRAVIS ADAMS STODDARD'S (hereinafter "Respondent") express admissions; (2) affidavits; and (3) other evidence.

This Decision revokes a real estate license and/or license rights pursuant to the Real Estate Law, Part I of Division 4, of the Business and Professions Code ("the Code") Sections 10176(a) (material misrepresentation) 10176(b) (false promises to influence, persuade, or induce), 10176(c) (continued flagrant course of misrepresentation), 10176(i) (other conduct/fraud or dishonest dealing), and 10177(j) (other conduct that constitutes fraud or dishonest dealing) of the Code.

Pursuant to Government Code Section 11521, the Bureau of Real Estate (hereinafter "Bureau") may order reconsideration of this Decision on petition of any party. The party seeking reconsideration shall set forth new facts, circumstances, and evidence, or errors in law or analysis, that show(s) grounds and good cause for the Commissioner to reconsider the Decision. If new evidence is presented, the party shall specifically identify the new evidence and explain why it was not previously presented. The Bureau's power to order reconsideration of this Decision shall expire 30 days after mailing of this Decision, or on the effective date of this Decision, whichever occurs first. The right to reinstatement of a revoked real estate license or to the reduction of a penalty is controlled by Section 11522 of the Government Code. A copy of Sections 11521 and 11522 and a copy of the Commissioner's Criteria of Rehabilitation are attached hereto for the information of respondent.

FINDINGS OF FACT

1.

On June 6, 2017, Robin S. Tanner made the Accusation in her official capacity as a Supervising Special Investigator of the Bureau. The Accusation, Statement to Respondent, and Notice of Defense were mailed, by certified mail, return receipt requested, to Respondent's last known mailing address on file with the Bureau on June 13, 2017.

On December 13, 2017, no Notice of Defense having been received or filed herein within the time prescribed by Section 11506 of the Government Code, Respondent's default was entered herein.

2.

Respondent is presently licensed and/or has license rights under the Real Estate Law, Part 1 of Division 4 of the California Business and Professions Code (herein "the Code") as a real estate salesperson. Respondent's real estate salesperson license will expire on December 25, 2017. Pursuant to Code Section 10103, the Bureau retains jurisdiction.

3.

At all times mentioned, Respondent was and is licensed by the State of California Bureau of Real Estate (Bureau) as a real estate salesperson.

4.

At all times mentioned herein, STODDARD was and is presently licensed and/or has license rights as a real estate salesperson. STODDARD was employed by SERRAO from January 7, 2012, until March 21, 2013. From July 29, 2013, through September 26, 2013 and from October 4, 2013, until the present, STODDARD then was employed by S & S. Respondent engaged in the business of, acted in the capacity of, advertised, or assumed to act as real estate salesperson within the State of California within the meaning of Section 10131 (d) of the Code, including the operation and conduct of a loan brokerage business with the public wherein, on behalf of others, for compensation or in expectation of compensation, Respondent solicited lenders and borrowers for loans secured directly or collaterally by liens on real property.

Each and every allegation in Paragraphs 1 through 4, inclusive, is incorporated by this reference as if fully set forth herein.

FIRST CAUSE OF ACTION

5.

On or about April 14, 2014, S & S, Respondent entered an agreement titled "S & S EAGLE CORPORATION CLIENT AGREEMENT/BUYER'S PREMIUM" (S & S Agreement) with Justin and Jennifer C., Sellers, to act as short sale negotiators regarding that certain real property commonly known as 461 Sunlight Drive, Diamond Springs, California (Property).

6.

The S & S Agreement provided that S & S will be compensated by the *buyer* in the buyer's premium equal to 5% of the property's sales price. It additionally provided that the clients (sellers) agrees that the buyer shall pay S & S the buyer's premium.

7.

On or about April 15, 2014, Respondent, through SERRAO, entered into a listing agreement with sellers, which provided for a 6% commission.

8.

Between March 23, 2015 and March 26, 2015, real estate salesperson, Sheryl Lindroos (Lindroos), submitted a residential purchase agreement on behalf of Buyers.

9.

On or about March 26, 2015, Respondent delivered an Addendum No. One to Lindroos which provided in part:

"(4) SELLER SHALL CREDIT BUYER 3% OF PURCHASE PRICE. BUYER AGREES THAT THE SELLER CREDIT OF 6,180 WILL BE APPLIED TO SATISFY A SELLER OBLIGATION TO S & S EAGLE CORP."

10.

Between March 24, 2015, and the closing date of June 12, 2015, Respondent and Buyers, agent and lenders, exchanged numerous emails regarding the short sale negotiation fee that Respondent was charging.

11.

Through several emails, Respondent characterized the fee as a "negotiations fee" and alternatively, a "buyer's premium".

12.

Respondent represented that the S & S Agreement authorized payment of their fee out of escrow, despite that fact the Buyers were not a party to the contract and did not sign the agreement.

13.

Respondent further represented that the Federal Housing Authority (FHA) had approved the payment of their fee out of escrow.

14.

Respondent also represented that the Federal Housing and Urban Development Department (HUD) had approved the payment of their fee out of escrow.

15.

Respondent represented that Fannie Mae (FNME) also allows payment of short sale negotiation fees out of escrow.

16.

Ultimately, since the lender refused to accommodate Respondent's unlawful payment method, Buyers paid Respondent with a check, outside of escrow.

17.

The representations that Respondent made above, were untrue and Respondent knew them to be untrue at the time they made them and were made for the purpose of getting paid the short sale negotiation fee of 3%, in addition to the standard 6% commission.

18.

Cause for disciplinary action against Respondent exist pursuant to: Sections 10176(a) (material misrepresentation) 10176(b) (false promises to influence, persuade, or induce), 10176(c) (continued flagrant course of misrepresentation), 10176(i) (other conduct/fraud or dishonest dealing), and 10177(j) (other conduct that constitutes fraud or dishonest dealing) of the Code and are grounds for the suspension or revocation of Respondents' real estate licenses pursuant to Sections 10176(a), 10176(b), 10176(i), and 10176(j) of the Code.

19.

The standard of proof applied was clear and convincing evidence to a reasonable certainty.

ORDER

All licenses and licensing rights of Respondent TRAVIS ADAMS STODDARD under the provisions of Part I of Division 4 of the Business and Professions Code are revoked.

This Decision shall become effective at 12 o'clock noon on MAR 15 2018

DATED: 2/21/18.

WAYNE S. BELL
REAL ESTATE COMMISSIONER

By: 
DANIEL J. SANDRI
Chief Deputy Commissioner

1 Bureau of Real Estate
2 1651 Exposition, Blvd.
3 Sacramento, CA, 95815

FILED

DEC 13 2017

BUREAU OF REAL ESTATE

By H. Dwyer

8 BEFORE THE BUREAU OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of)
12 S & S EAGLE CORPORATION,)
13 DENNIS J. SERRAO and)
14 TRAVIS ADAMS STODDARD.)

CalBRE NO. ***H-12085 SF***

DEFAULT ORDER

15 Respondents.)

16 Respondent TRAVIS ADAMS STODDARD, having failed to file a Notice
17 of Defense within the time required by Section 11506 of the Government Code, is now in
18 default. It is, therefore, ordered that a default be entered on the record in this matter.

19 IT IS SO ORDERED December 13, 2017

20 WAYNE S BELL
21 REAL ESTATE COMMISSIONER

22
23 By: Joseph M. Carrillo

24 JOSEPH M. CARRILLO
25 Regional Manager
26
27