

FILED

APR 21 2010

DEPARTMENT OF REAL ESTATE
BY: C

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

* * * *

In the Matter of the Accusation of)	No. H-35736 LA
)	
<u>MOUNTAIN SIDE LENDING CORPORATION,</u>)	
a corporate real estate broker;)	
LUIS CESAR ALANIZ, individually)	
and as former designated officer of)	
Mountain Side Lending Corporation;)	
and RODRIGO CHAVEZ,)	
)	
Respondents.)	

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 March 24, 2010, and the findings of fact set forth herein are based on one or more of the following: (1) Respondent's express admissions; (2) affidavits; and (3) other evidence.

FINDINGS OF FACT

1.

On or about February 27, 2009, Maria Suarez made the Accusation in her official capacity as a Deputy Real Estate Commissioner of the Department of Real Estate, State of California ("Department").

- a) On February 27, 2009, the Accusation, Statement to Respondent, and Notice of Defense were mailed, by certified mail, return receipt requested, to Respondent MOUNTAIN SIDE LENDING CORPORATION at its last known mailing address on file with the Department of Real Estate ("Department") at 437 N. Riverside Ave., #9, Rialto, California. This mailing was returned by the Post Office marked, "Attempted Not Known."

- b) Respondents LUIS ALANIZ and RODRIGO CHAVEZ each signed cards acknowledging receipt of copies of the Accusation, Statement to Respondent, and Notice of Defense. ALANIZ and CHAVEZ submitted Notices of Defense on their own behalves, and requested hearings. The Accusations against them have been resolved by separate Stipulations.
- c) No Notice of Defense was received from or on behalf of MOUNTAIN SIDE LENDING CORPORATION.
- d) No Notice of Defense having been received, Respondent MOUNTAIN SIDE LENDING CORPORATION's Default was entered on March 24, 2010.

2.

Respondent MOUNTAIN SIDE LENDING CORPORATION, doing business as Dynasty Real Estate, and Mountain Side Lending ("MOUNTAIN SIDE"), has license rights under the Real Estate Law (Part 1 of Division 4 of the Business and Professions Code, hereinafter "Code") as a corporate real estate broker. Respondent MOUNTAIN SIDE was first licensed on or about July 28, 2005. Its license expired on July 27, 2009, and it retains renewal rights.

3.

Beginning on December 24, 2005 and continuing through February 13, 2008, Respondent MOUNTAIN SIDE was authorized to act by and through LUIS CESAR ALANIZ ("ALANIZ") as its broker-officer designated pursuant to Code Section 10159.2 to be responsible for the supervision and control of the activities conducted on behalf of Respondent by its officers, agents and employees to ensure compliance with the Real Estate Law. Respondent ALANIZ canceled his designated broker-officer status with MOUNTAIN SIDE on or about February 13, 2008.

4.

At all times relevant herein, RODRIGO CHAVEZ ("CHAVEZ") was and now is licensed by the Department as a real estate salesperson.

5.

At all times relevant herein, MOUNTAIN SIDE LENDING CORPORATION was a California corporation. CHAVEZ was the president of MOUNTAIN SIDE and Boris Solorzano was the agent for service of process for Respondent MOUNTAIN SIDE on record with the Secretary of State.

6.

All further references to "Respondent" include MOUNTAIN SIDE and the parties listed in Paragraphs 2 through 4 above, as well as their officers, agents and employees.

7.

At all times relevant herein, Respondent, for or in expectation of compensation, engaged in the business of, acted in the capacity of, advertised or assumed to act as a real estate broker in the California, within the meaning of Code Sections 10131 (a) and (d), representing buyers and sellers of real property and representing borrowers and lenders in negotiating loans secured by real property.

Prior Discipline

8.

On October 1, 2007, in Department Case No. H-33603 LA, designated broker-officer ALANIZ' real estate broker license was suspended for sixty days, which suspension was stayed for two years. The grounds for discipline included violations of Code Sections 10137 and 10240.

2121 West Civic Center Drive, Santa Ana

9.

Beginning on or before January 1, 2006, and continuing through on or after March 1, 2006, Respondent MOUNTAIN SIDE, and its agents CHAVEZ, Alejandra Zepeda, and Boris Solorzano, represented Bernardo Valdez in purchasing residential property located at 2121 West Civic Center Drive, Santa Ana, CA 92703. Respondent also represented Mr. Valdez in obtaining a loan secured by the Santa Ana property. Respondent received a commission for acting as broker in the sales transaction, as well as a loan origination fee, a yield spread premium and other broker processing fees in relation to brokering the loan in the transaction.

10.

Specifically, while employed by Respondent, Alejandra Zepeda solicited and represented Bernardo Valdez. Ms. Zepeda gave Mr. Valdez a business card indicating that she worked as a "broker assistant" for Dynasty Real Estate, a licensed "dba" of Respondent MOUNTAIN SIDE. The address listed on the Dynasty Real Estate business card was 1742 Main St., Santa Ana, CA 92707.

11.

During the course of the purchase-sale transaction, Ms. Zapeda negotiated, discussed and explained the terms of the purchase and sale, provided Mr. Valdez with a written purchase agreement, obtained his signature, and collected earnest money deposits from him. Ms. Zapeda also translated the terms of the purchase agreement into Spanish from English for Mr. Valdez. The purchase agreement reflected that Mr. Valdez was represented by Dynasty Real Estate, and salesperson CHAVEZ.

12.

Beginning in January of 2006, and continuing through the funding of the loan on or about March 1, 2006, and while she was acting as an agent of Respondent, Alejandra Zapeda interviewed Mr. Valdez, quoted rates and negotiated terms for a loan secured by the subject real property. Ms. Zapeda provided documents to him in Spanish, and obtained his signature on the documents. Ms. Zapeda also answered questions and made assurances to Mr. Valdez about the rates and his ability to meet the payment terms.

13.

At no time mentioned herein was Alejandra Zapeda licensed by the Department as a real estate broker or as a real estate salesperson employed by a broker.

14.

On or about February 1, 2006, in connection with the subject transaction, Boris Solorzano signed a loan application form 1003 as the agent of Respondent MOUNTAIN SIDE who interviewed the borrower, Mr. Valdez, and provided the information contained in the loan application.

15.

At no time mentioned was Boris Solorzano licensed by the Department as a real estate broker or as a real estate salesperson employed by a broker.

16.

At all times mentioned herein, Respondent MOUNTAIN SIDE operated under the licensed business name of "Dynasty Real Estate." The address on record with the Department for Respondent MOUNTAIN SIDE was and is 437 N. Riverside Avenue, #9, Rialto, CA 92376. The mailing address on record with the Department for former designated broker-officer ALANIZ was 15218 Summit Ave., Suite 300-734, Fontana, CA 92336, as of December 14, 2005. ALANIZ' mailing address remains the same as of the date of this decision, although his main office address has moved several times. As of March 16, 2009, the main office address for ALANIZ was 16036 Valley Boulevard, Suite 201, Fontana, CA 92335. The address on record for CHAVEZ during the relevant period was 437 N. Riverside Avenue, #4, Rialto, CA 92376.

17.

The purchase agreement for the subject transaction listed CHAVEZ as the agent for "Dynasty Real Estate and Investments," and provided the address of 1472 S. Main St., Santa Ana, CA 92707. As set forth in Paragraph 10 above, the business card Ms. Zapeda gave to Mr. Valdez listed an address for Dynasty Real Estate at 1742 (sic) Main St., Santa Ana, CA 92707. Neither Respondent MOUNTAIN SIDE, ALANIZ nor CHAVEZ has ever been licensed to do real estate business out of either of these addresses on Main Street in Santa Ana.

18.

On or about February 1, 2006, Respondent MOUNTAIN SIDE, acting by and through one or more employees and/or agents, obtained Mr. Valdez' signature on a blank Mortgage Loan Disclosure Statement/Good Faith Estimate. A copy of this blank form signed by Mr. Valdez was maintained in Respondent's files pertaining to the subject transaction.

19.

Respondent obtained Mr. Valdez' signature on a blank MLDS and Good Faith Estimate statement, and failed to provide him with a completed written statement of the total amount of fees, commission, points bonuses and other compensation it would receive for services performed in connection with the loan transaction. Respondent failed to maintain a copy of a completed MLDS and/or Good Faith Estimate signed by Mr. Valdez in the transaction files.

Suspension of Corporate Status

20.

On or about September 2, 2008, pursuant to the provisions of Section 23302 of the California Revenue and Taxation Code, the corporate rights and privileges of Respondent MOUNTAIN SIDE were suspended for failure to pay taxes.

DETERMINATION OF ISSUES

1.

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

2.

Grounds exist to revoke or suspend Respondent MOUNTAIN SIDE's real estate corporation license pursuant to Code Sections 10137, 10177(d), 10177(g), and 10176(i) for employing, paying and/or otherwise compensating Alejandra Zapeda and Boris Solorzano to perform activities requiring a real estate license when Zapeda and Solorzano were not licensed by the Department. (Findings of Fact Nos.1-15 above)

3.

Grounds exist to revoke or suspend Respondent MOUNTAIN SIDE's real estate corporation license of pursuant to Code Sections 10165, 10177(d), 10177(g) and 10176(i) for doing business at locations other than the address of record associated with its license without having obtained a branch office license, in violation of Code Sections 10162 and 10163. (Findings of Fact Nos. 16 and 17 above)

4.

Grounds exist to revoke or suspend Respondent MOUNTAIN SIDE's real estate corporation license pursuant to Code Sections 10240, 10241, 10177(d), 10177(g) and 10176(i) for failing to provide borrower Valdez with a completed Mortgage Loan Disclosure Statement and/or Good Faith Estimate, and in failing to maintain a copy of a signed MLDS and/or Good Faith Estimate Statement in the transaction file. (Findings of Fact Nos. 18 and 19).

5.

Grounds exist to revoke or suspend Respondent MOUNTAIN SIDE's real estate corporation license pursuant to Code Sections 10177(f), 10177(d) and 10177(g), in conjunction with Title 10, Chapter 6 of the California Code of Regulations, Regulation 2742, due to the suspension of its corporate rights and privileges. (Finding of Fact No. 20)

ORDER

All licenses and license rights of Respondent MOUNTAIN SIDE LENDING CORPORATION 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 May 11, 2010.

DATED: _____

JEFF DAVIS
Real Estate Commissioner

1 Department of Real Estate
2 320 West Fourth Street, Suite 350
3 Los Angeles, California 90013-1105

FILED
MAR 24 2010
DEPARTMENT OF REAL ESTATE

By 

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8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

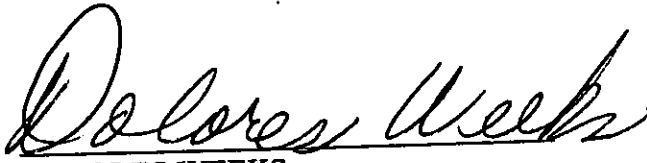
10 * * * *

11 In the Matter of the Accusation of)
12) NO. H-35736 LA
13 MOUNTAIN SIDE LENDING CORPORATION,)
14 a corporate real estate broker; LUIS CESAR ALANIZ,) DEFAULT ORDER
15 individually and as former designated officer of)
16 Mountain Side Lending Corporation; and)
17 RODRIGO CHAVEZ,)
18 Respondents.)

19 Respondent, MOUNTAIN SIDE LENDING CORPORATION, a corporate real
20 estate broker, having failed to file a Notice of Defense within the time required by Section 11506
21 of the Government Code, is now in default. It is, therefore, ordered that a default be entered on
22 the record in this matter.

23 IT IS SO ORDERED March 24, 2010

24 JEFF DAVI
25 Real Estate Commissioner

26 
27 By: DOLORES WEEKS
Regional Manager

1 Department of Real Estate
2 320 West Fourth Street, #350
3 Los Angeles, California 90013

4 (213) 576-6982
5 (213) 620-6430

FILED
JAN 13 2010
DEPARTMENT OF REAL ESTATE

By 

6
7 **BEFORE THE DEPARTMENT OF REAL ESTATE**
8 **STATE OF CALIFORNIA**

9 * * *

10 In the Matter of the Accusation of) No. H-35736 LA
11)) L-2009040109
12 MOUNTAIN SIDE LENDING)
13 CORPORATION, a corporate real estate) **STIPULATION AND AGREEMENT**
14 broker; LUIS CESAR ALANIZ, individually)
15 and as designated broker-officer of)
16 Mountain Side Lending Corporation, and)
17 RODRIGO CHAVEZ,)
18)
19 Respondents.)

20 It is hereby stipulated by and between RODRIGO CHAVEZ (sometimes
21 referred to herein as "Respondent"), represented by Dennis M. Assuras in this matter, and the
22 Complainant, acting by and through Martha J. Rosett, Counsel for the Department of Real
23 Estate, as follows for the purpose of settling and disposing of the Accusation filed on
24 February 27, 2009 in this matter:

25 1. All issues which were to be contested and all evidence which was to be
26 presented by Complainant and Respondent at a formal hearing on the Accusation, which
27 hearing was to be held in accordance with the provisions of the Administrative Procedure Act
(APA), shall instead and in place thereof be submitted solely on the basis of the provisions of
this Stipulation and Agreement.

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

4 3. On March 11, 2009, Respondent filed a Notice of Defense pursuant to
5 Section 11506 of the Government Code for the purpose of requesting a hearing on the
6 allegations in the Accusation. In order to effectuate this settlement, Respondent hereby freely
7 and voluntarily withdraws said Notice of Defense. Respondent acknowledges that he
8 understands that by withdrawing said Notice of Defense, he will thereby waive his right to
9 require the Commissioner to prove the allegations in the Accusation at a contested hearing held
10 in accordance with the provisions of the APA and that he will waive other rights afforded to
11 him in connection with the hearing such as the right to present evidence in defense of the
12 allegations in the Accusation and the right to cross-examine witnesses.

13 4. Respondent, pursuant to the limitations set forth below, although not
14 admitting or denying the truth of the allegations, will not contest the factual allegations
15 contained in the Accusation filed in this proceeding and the Real Estate Commissioner shall
16 not be required to provide further evidence of such allegations.

17 5. It is understood by the parties that the Real Estate Commissioner may adopt
18 the Stipulation and Agreement as his Decision in this matter, thereby imposing the penalty and
19 sanctions on Respondent's real estate license and license rights as set forth in the below
20 "Order". In the event that the Commissioner in his discretion does not adopt the Stipulation
21 and Agreement, it shall be void and of no effect, and Respondent shall retain the right to a
22 hearing and proceeding on the Accusation under all the provisions of the APA and shall not be
23 bound by any stipulation or waiver made herein.

24 6. The Order or any subsequent Order of the Real Estate Commissioner made
25 pursuant to this Stipulation and Agreement shall not constitute an estoppel, merger or bar to
26 any further administrative proceedings by the Department of Real Estate with respect to any
27 matters which were not specifically alleged to be causes for accusation in this proceeding.

1 plea of nolo contendere to a crime which is substantially related to Respondent's fitness or
2 capacity as a real estate licensee.

3 2. The restricted license issued to Respondent may be suspended prior to
4 hearing by Order of the Real Estate Commissioner on evidence satisfactory to the Commissioner
5 that Respondent has violated provisions of the California Real Estate Law, the Subdivided Lands
6 Law, Regulations of the Real Estate Commissioner or conditions attaching to the restricted
7 license.

8 3. Respondent shall not be eligible to apply for the issuance of an
9 unrestricted real estate license nor for the removal of any of the conditions, limitations or
10 restrictions of a restricted license until two years have elapsed from the effective date of this
11 Decision.

12 4. Respondent shall submit with any application for license under an
13 employing broker, or any application for transfer to a new employing broker, a statement signed
14 by the prospective employing real estate broker on a form approved by the Department of Real
15 Estate which shall certify:

16 (a) That the employing broker has read the Decision of the Commissioner which
17 granted the right to a restricted license; and

18 (b) That the employing broker will exercise close supervision over the
19 performance by the restricted licensee relating to activities for which a real estate license is
20 required.

21 5. Respondent shall, within nine months from the effective date of this
22 Decision, present evidence satisfactory to the Real Estate Commissioner that Respondent has,
23 since the most recent issuance of an original or renewal real estate license, taken and successfully
24 completed the continuing education requirements of Article 2.5 of Chapter 3 of the Real Estate
25 Law for renewal of a real estate license. If Respondent fails to satisfy this condition, the
26 Commissioner may order the suspension of the restricted license until the Respondent presents
27

NOV-18-09 WED 01:55 PM

FAX NO.

P. 07/08

1 such evidence. The Commissioner shall afford Respondent the opportunity for a hearing
2 pursuant to the Administrative Procedure Act to present such evidence.

4 DATED: _____

MARTHA J. ROBERT
Counsel for Complainant

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

15 Respondent may signify acceptance and approval of the terms and conditions of
16 this Stipulation and Agreement by fixing a copy of her signature page, as actually signed by
17 Respondent, to the Department at the following fax number (213) 376-0917. Respondent agrees,
18 acknowledges and understands that by electronically sending to the Department a fax copy of her
19 actual signature as it appears on the Stipulation, that receipt of the faxed copy by the Department
20 shall be as binding on Respondent as if the Department had received the original signed
21 Stipulation and Agreement.

23 DATED: 11/19/09

Rodrigue Chavez
RODRIGO CHAVEZ, Respondent

25 DATED: 11/19/09

Dennis M. Assuras
DENNIS M. ASSURAS, ESQ.

1 such evidence. The Commissioner shall afford Respondent the opportunity for a hearing
2 pursuant to the Administrative Procedure Act to present such evidence.

3
4 DATED: 11/24/09

Martha J. Rosett
MARTHA J. ROSETT
Counsel for Complainant

6 * * *

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

15 Respondent may signify acceptance and approval of the terms and conditions of
16 this Stipulation and Agreement by faxing a copy of his signature page, as actually signed by
17 Respondent, to the Department at the following fax number (213) 576-6917. Respondent agrees,
18 acknowledges and understands that by electronically sending to the Department a fax copy of his
19 actual signature as it appears on the Stipulation, that receipt of the faxed copy by the Department
20 shall be as binding on Respondent as if the Department had received the original signed
21 Stipulation and Agreement.

22
23 DATED: _____

RODRIGO CHAVEZ, Respondent

24
25 DATED: _____

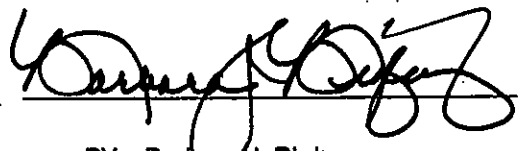
DENNIS M. ASSURAS, ESQ.

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The foregoing Stipulation and Agreement is hereby adopted as my Decision in
this matter and shall become effective at 12 o'clock noon on February 2, 2010.

IT IS SO ORDERED 12/30/09

JEFF DAVI
Real Estate Commissioner



BY: Barbara J. Bigby
Chief Deputy Commissioner

1 Department of Real Estate
2 320 West Fourth Street, #350
3 Los Angeles, California 90013

4 (213) 576-6982
5 (213) 620-6430

FILED
JAN 13 2010
DEPARTMENT OF REAL ESTATE

By C-a

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7
8 **BEFORE THE DEPARTMENT OF REAL ESTATE**
9 **STATE OF CALIFORNIA**

10 * * *

11	In the Matter of the Accusation of)	No. H-35736 LA
12)	L-2009040109
13	MOUNTAIN SIDE LENDING)	
14	CORPORATION, a corporate real estate)	STIPULATION AND AGREEMENT
15	broker; <u>LUIS CESAR ALANIZ</u> , individually)	
16	and as designated broker-officer of)	
17	Mountain Side Lending Corporation, and)	
18	RODRIGO CHAVEZ,)	
19)	
20	Respondents.)	

21 It is hereby stipulated by and between LUIS CESAR ALANIZ (sometimes
22 referred to herein as "Respondent"), represented by Frank M Buda, Esq. in this matter, and the
23 Complainant, acting by and through Martha J. Rosett, Counsel for the Department of Real
24 Estate, as follows for the purpose of settling and disposing of the Accusation filed on February
25 27, 2009 in this matter:

26 1. All issues which were to be contested and all evidence which was to be
27 presented by Complainant and Respondent at a formal hearing on the Accusation, which
hearing was to be held in accordance with the provisions of the Administrative Procedure Act

1 (APA), shall instead and in place thereof be submitted solely on the basis of the provisions of
2 this Stipulation and Agreement.

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

6 3. On March 13, 2009, Respondent filed a Notice of Defense pursuant to
7 Section 11506 of the Government Code for the purpose of requesting a hearing on the
8 allegations in the Accusation. In order to effectuate this settlement, Respondent hereby freely
9 and voluntarily withdraws said Notice of Defense. Respondent acknowledges that he
10 understands that by withdrawing said Notice of Defense, he will thereby waive his right to
11 require the Commissioner to prove the allegations in the Accusation at a contested hearing held
12 in accordance with the provisions of the APA and that he will waive other rights afforded to
13 him in connection with the hearing such as the right to present evidence in defense of the
14 allegations in the Accusation and the right to cross-examine witnesses.

15 4. Respondent, pursuant to the limitations set forth below, although not
16 admitting or denying the truth of the allegations, will not contest the factual allegations
17 contained in the Accusation filed in this proceeding and the Real Estate Commissioner shall
18 not be required to provide further evidence of such allegations.

19 5. It is understood by the parties that the Real Estate Commissioner may adopt
20 the Stipulation and Agreement as his Decision in this matter, thereby imposing the penalty and
21 sanctions on Respondent's real estate license and license rights as set forth in the below
22 "Order". In the event that the Commissioner in his discretion does not adopt the Stipulation
23 and Agreement, it shall be void and of no effect, and Respondent shall retain the right to a
24 hearing and proceeding on the Accusation under all the provisions of the APA and shall not be
25 bound by any stipulation or waiver made herein.

26 6. The Order or any subsequent Order of the Real Estate Commissioner made
27 pursuant to this Stipulation and Agreement shall not constitute an estoppel, merger or bar to

1 any further administrative proceedings by the Department of Real Estate with respect to any
2 matters which were not specifically alleged to be causes for accusation in this proceeding.

3 7. This Stipulation and Respondent's decision not to contest the Accusation are
4 made for the purpose of reaching an agreed disposition of this proceeding, and are expressly
5 limited to this proceeding and any other proceeding or case in which the Department of Real
6 Estate ("Department"), or another licensing agency of this state, another state or if the federal
7 government is involved and otherwise shall not be admissible in any other criminal or civil
8 proceedings.

9 DETERMINATION OF ISSUES

10 By reason of the foregoing stipulations and waivers and solely for the purpose
11 of settlement of the pending Accusation without a hearing, it is stipulated and agreed that the
12 following Determination of Issues shall be made:

13 The conduct, acts and/or omissions of Respondent LUIS CESAR ALANIZ, as
14 set forth in the Accusation, constitute cause to suspend or revoke the real estate license and
15 licensing rights of Respondent LUIS CESAR ALANIZ under the provisions of Business and
16 Professions Code ("Code") Sections 10137, 10240, 10241, 10177(d), and 10177(g).

17 ORDER

18 WHEREFORE, THE FOLLOWING ORDERS are hereby made:

19 A. All licenses and licensing rights of Respondent LUIS CESAR ALANIZ
20 under the Real Estate Law are suspended for a period of one hundred and twenty (120) days
21 from the effective date of this Decision; provided, however, that sixty (60) days of said
22 suspension shall be stayed for two (2) years upon the following terms and conditions:

- 23 1. Respondent shall obey all laws, rules and regulations governing the rights,
24 duties and responsibilities of a real estate licensee in the State of California; and
25 2. That no final subsequent determination be made, after hearing or upon
26 stipulation, that cause for disciplinary action occurred within two (2) years of the effective date
27 of this Decision. Should such a determination be made, the Commissioner may, in his

1 discretion, vacate and set aside the stay order and reimpose all or a portion of the stayed
2 suspension. Should no such determination be made, the stay imposed herein shall become
3 permanent.

4 B. As to the remaining 60 days of said 120-day suspension, all licenses and
5 licensing rights of Respondent LUIS CESAR ALANIZ shall be suspended for a period of 60
6 days from the effective date of this decision; provided, however, that if Respondent petitions,
7 the remaining 60 days of said 120-day suspension shall be stayed upon condition that:

8 1. Respondent pays a monetary penalty pursuant to Section 10175.2 of the
9 Business and Professions Code at the rate of \$40 per day, for a total of \$2,400.00.


10 2. Said payment shall be in the form of a cashier's check or certified check
11 made payable to the Recovery Account of the Real Estate Fund. Said check must be received
12 by the Department prior to the effective date of the Decision in this matter.

13 3. No further cause for disciplinary action against Respondent's real estate
14 license occurs within two years from the effective date of the Decision in this matter.

15 4. If Respondent fails to pay the monetary penalty in accordance with the terms
16 and conditions of the Decision, the Commissioner may, without a hearing, order the
17 immediate execution of all or any part of the stayed suspension in which event the Respondent
18 shall not be entitled to any repayment nor credit, prorated or otherwise, for the money paid to
19 the Department under the terms of this Decision.

20 5. If Respondent pays the monetary penalty and if no further cause for
21 disciplinary action against the real estate license of Respondent occurs within two years from
22 the effective date of the Decision, the stay hereby granted shall become permanent.

23
24 DATED: 11/24/09


25 MARTHA J. ROSETT
26 Counsel for Complainant

27

11/18/2009 15:21 818-999-9869

FRANK BUDA ESQ

PAGE 07/08

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

9 Respondent may signify acceptance and approval of the terms and conditions of
 10 this Stipulation and Agreement by faxing a copy of her signature page, as actually signed by
 11 Respondent, to the Department at the following fax number (213) 576-6217. Respondent agrees,
 12 acknowledges and understands that by electronically sending to the Department a fax copy of her
 13 actual signature as it appears on the Stipulation, that receipt of the faxed copy by the Department
 14 shall be as binding on Respondent as if the Department had received the original signed
 15 Stipulation and Agreement.

16 DATED: 11-18-2009

Luis C. Alaniz
 17 LUIS CESAR ALANIZ, Respondent

18 DATED: 11-18-2009

Frank M. Buda
 19 FRANK M. BUDA, ESQ.

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I have read the Stipulation and Agreement, have discussed it with counsel, 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.

Respondent may signify acceptance and approval of the terms and conditions of this Stipulation and Agreement by faxing a copy of his signature page, as actually signed by Respondent, to the Department at the following fax number (213) 576-6917. Respondent agrees, acknowledges and understands that by electronically sending to the Department a fax copy of his actual signature as it appears on the Stipulation, that receipt of the faxed copy by the Department shall be as binding on Respondent as if the Department had received the original signed Stipulation and Agreement.

DATED: _____

LUIS CESAR ALANIZ, Respondent

DATED: _____

FRANK M. BUDA, ESQ.

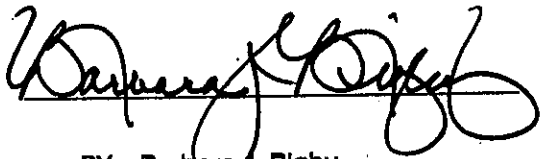
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The foregoing Stipulation and Agreement is hereby adopted as my Decision in
this matter and shall become effective at 12 o'clock noon on February 2, 2010.

IT IS SO ORDERED 12/30/09

JEFF DAVI
Real Estate Commissioner



BY: Barbara J. Bigby
Chief Deputy Commissioner

1 MARTHA J. ROSETT, Counsel (SBN 142072)
2 Department of Real Estate
3 320 West Fourth St. #350
4 Los Angeles, CA 90013

FILED
FEB. 27, 2009
DEPARTMENT OF REAL ESTATE

4 (213) 576-6982
5 (213) 620-6430

By

6
7
8 BEFORE THE DEPARTMENT OF REAL ESTATE

9 STATE OF CALIFORNIA

10 * * * *

11 In the Matter of the Accusation of)
12) No. H-35736 LA
13 MOUNTAIN SIDE LENDING CORPORATION,)
14 a corporate real estate broker;) A C C U S A T I O N
15 LUIS CESAR ALANIZ, individually)
16 and as former designated officer of)
17 Mountain Side Lending Corporation;)
18 and RODRIGO CHAVEZ,)
19 Respondents.)

18 The Complainant, Maria Suarez, a Deputy Real Estate
19 Commissioner, for cause of Accusation against MOUNTAIN SIDE
20 LENDING CORPORATION, dba Dynasty Real Estate; LUIS CESAR ALANIZ,
21 individually and as former designated broker-officer of MOUNTAIN
22 SIDE LENDING CORPORATION; and RODRIGO CHAVEZ, is informed and
23 alleges as follows:

24 1.

25 The Complainant, Maria Suarez, a Deputy Real Estate
26 Commissioner of the State of California, makes this Accusation in
27

her official capacity.

2.

Respondent MOUNTAIN SIDE LENDING CORPORATION, dba Dynasty Real Estate ("MOUNTAIN SIDE"), was and is licensed by the Department of Real Estate ("Department") as a corporate real estate broker. Respondent MOUNTAIN SIDE was originally licensed as a corporate real estate broker on or about July 28, 2005. At all times relevant herein, Respondent MOUNTAIN SIDE was authorized to act by and through Respondent LUIS CESAR ALANIZ as its broker designated pursuant to Business and Professions Code (hereinafter "Code") Section 10159.2 to be responsible for ensuring compliance with the Real Estate Law (Section 10000 et seq. of the Code). Respondent MOUNTAIN SIDE does not currently have a designated broker officer.

3.

Respondent LUIS CESAR ALANIZ ("ALANIZ") was and now is licensed by the Department of Real Estate as a real estate broker. Respondent ALANIZ was first licensed as a real estate broker on or about May 25, 1988. Between December 24, 2005 and February 13, 2008, Respondent ALANIZ was the designated broker-officer of Respondent MOUNTAIN SIDE.

4.

Respondent RODRIGO CHAVEZ ("CHAVEZ") was and now is licensed by the Department as a real estate salesperson. Respondent CHAVEZ was first licensed as a real estate salesperson

1 on or about October 15, 2002. At all times relevant herein,
2 Respondent CHAVEZ was the president and/or a corporate officer of
3 Respondent MOUNTAIN SIDE.

4 5.

5 MOUNTAIN SIDE LENDING CORPORATION (also known as
6 "Mountain Side Lending Corp.") is and was a California
7 corporation. At all times relevant herein, RODRIGO CHAVEZ was
8 the president of MOUNTAIN SIDE. Boris Solorzano was and is the
9 agent for service of process of Respondent MOUNTAIN SIDE on
10 record with the Secretary of State.

11 6.

12 All further references to "Respondents" include the
13 parties listed in Paragraphs 2 through 5 above, as well as the
14 officers, agents and employees of the parties listed in
15 Paragraphs 2 through 5 above.

16 7.

17 At all times mentioned, Respondents, for or in
18 expectation of compensation engaged in the business of, acted in
19 the capacity of, advertised or assumed to act as real estate
20 brokers for others in the State of California within the meaning
21 of Code Sections 10131(a) and 10131(d), representing buyers and
22 sellers of real property and representing borrowers and lenders
23 in negotiating loans secured by real property.
24

25 ///

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Prior Discipline

8.

On October 1, 2007, in Department Case No. H-33603 LA, Respondent ALANIZ' real estate broker license was suspended for sixty days, which suspension was stayed for two years. The grounds for discipline included violations of Code Sections 10137 and 10240.

FIRST CAUSE OF ACCUSATION

(2121 West Civic Center Drive, Santa Ana)

9.

Beginning on or before January 1, 2006, and continuing through on or after March 1, 2006, Respondent MOUNTAIN SIDE, and its agents Respondent CHAVEZ, Alejandra Zepeda, and Boris Solorzano, represented Bernardo Valdez in purchasing residential property located at 2121 West Civic Center, Santa Ana, CA 92703 ("Santa Ana property"). Respondents also represented Mr. Valdez in obtaining a loan secured by the Santa Ana property. Respondents received a commission for acting as broker in the sales transaction, as well as a loan origination fee, a yield spread premium and other broker processing fees in relation to brokering the loan in the transaction.

10.

Specifically, while employed by Respondents, Alejandra Zepeda solicited and represented Bernardo Valdez. Ms. Zepeda gave Mr. Valdez a business card indicating that she worked as a

1 "broker assistant" for Dynasty Real Estate, a licensed "dba" of
2 Respondent MOUNTAIN SIDE. The address listed on the Dynasty Real
3 Estate business card was 1742 Main St., Santa Ana, CA 92707.

4 11.

5 During the course of the purchase-sale transaction, Ms.
6 Zapeda negotiated, discussed and explained the terms of the
7 purchase and sale, provided Mr. Valdez with a written purchase
8 agreement, obtained his signature, and collected earnest money
9 deposits from him. Ms. Zapeda also translated the terms of the
10 purchase agreement into Spanish from English for Mr. Valdez. The
11 purchase agreement reflected that Mr. Valdez was represented by
12 Dynasty Real Estate, and Respondent RODRIGO CHAVEZ.

13 12.

14 Beginning in January of 2006, and continuing through
15 the funding of the loan on or about March 1, 2006, and while she
16 was acting as an agent of Respondents, Alejandra Zapeda
17 interviewed Mr. Valdez, quoted rates and negotiated terms for a
18 loan secured by the subject real property. Ms. Zapeda provided
19 Mr. Valdez with loan documents written in English, explained the
20 documents to him in Spanish, and obtained his signature on the
21 documents. Ms. Zapeda also answered questions and made
22 assurances to Mr. Valdez about the rates and his ability to meet
23 the payment terms.
24

25 ///

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13.

1 At no time mentioned herein was Alejandra Zapeda
2 licensed by the Department as a real estate broker or as a real
3 estate salesperson employed by a broker.
4

14.

5
6 On or about February 1, 2006, in connection with the
7 subject transaction, Boris Solorzano signed a loan application
8 form 1003 as the agent of MOUNTAIN SIDE who interviewed the
9 borrower, Mr. Valdez, and provided the information contained in
10 the loan application.

15.

11
12 At no time mentioned was Boris Solorzano licensed by
13 the Department as a real estate broker or as a real estate
14 salesperson employed by a broker.
15

16.

17 At all times mentioned herein, Respondent MOUNTAIN SIDE
18 operated under the licensed business name of "Dynasty Real
19 Estate". The address on record with the Department for
20 Respondent MOUNTAIN SIDE was and is 437 N. Riverside Avenue, #9,
21 Rialto, CA 92376. The address on record with the Department for
22 Respondent ALANIZ was and is 15218 Summit Ave., Suite 300-734,
23 Fontana, CA 92336. The address on record for Respondent CHAVEZ,
24 during the relevant period, was 437 N. Riverside Avenue, #4,
25 Rialto, CA 92376.

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27

17.

1 The purchase agreement for the subject transaction
2 listed Respondent RODRIGO CHAVEZ as the agent for "Dynasty Real
3 Estate and Investments," and provided the address of 1472 S. Main
4 St., Santa Ana, CA 92707. As set forth in Paragraph 10 above,
5 the business card Ms. Zapeda gave to Mr. Valdez indicated that
6 Dynasty Real Estate's business address was 1742 (sic) Main St.,
7 Santa Ana, CA, 92707. Neither Respondent MOUNTAIN SIDE,
8 Respondent ALANIZ nor Respondent CHAVEZ have ever been licensed
9 to do real estate business out of either of these addresses on
10 Main Street in Santa Ana.
11

12 18.

13 On or about February 1, 2006, Respondent MOUNTAIN SIDE,
14 acting by and through one or more employees and/or agents,
15 obtained Mr. Valdez' signature on a blank Mortgage Loan
16 Disclosure Statement/Good Faith Estimate. A copy of this blank
17 form signed by Mr. Valdez was maintained in Respondent MOUNTAIN
18 SIDE's files pertaining to the subject transaction.
19

20 19.

21 Respondents obtained Mr. Valdez' signature on a blank
22 MLDS and Good Faith Estimate statement, and failed to provide him
23 with a completed written statement of the total amount of fees,
24 commissions, points, bonuses, and other compensation to be
25 received by the broker for services performed in connection with
26 the loan transaction within three business days after receipt of
27

1 the completed loan application, or before Mr. Valdez became
2 obligated on the note. Respondents failed to maintain a copy of
3 a completed MLDS and/or Good Faith Estimate signed by Mr. Valdez
4 in the transaction files.

5 20.

6 Respondent ALANIZ failed to exercise reasonable control
7 and supervision over the activities of Respondent MOUNTAIN SIDE,
8 including supervision over the licensed activities of
9 salespersons employed by the corporation. As set forth above,
10 Respondent ALANIZ allowed MOUNTAIN SIDE to employ unlicensed
11 individuals, including Alejandra Zapeda and Boris Solorzano, to
12 perform activities requiring a license. In addition, Respondent
13 ALANIZ allowed employees to perform activities requiring a real
14 estate license in locations other than those authorized in real
15 estate license records.

16 21.

17 The conduct, acts and/or omissions of Respondent
18 MOUNTAIN SIDE and Respondent ALANIZ in employing, paying and/or
19 otherwise compensating Alejandra Zapeda and Boris Solorzano to
20 perform activities requiring a real estate license when Zapeda
21 and Solarzano were not licensed by the Department, as set forth
22 in Paragraphs 9 through 15 above, is cause to revoke or suspend
23 the licenses and license rights of Respondent MOUNTAIN SIDE and
24 Respondent ALANIZ pursuant to Code Sections 10137, 10177(d),
25 10177(g), 10176(i) and/or 10177(j).
26
27

1 22.

2 The conduct, acts and/or omissions of Respondent
3 MOUNTAIN SIDE, Respondent ALANIZ and Respondent CHAVEZ, as set
4 forth in Paragraphs 16 and 17, in doing business at locations
5 other than the address of record associated with their licenses,
6 without having obtained a branch office license, was in violation
7 of Code Sections 10162 and 10163 and is cause to revoke or
8 suspend the licenses and license rights of Respondent MOUNTAIN
9 SIDE, Respondent ALANIZ and Respondent CHAVEZ pursuant to Code
10 Sections 10165, 10177(d), 10177(g), 10176(i) and/or 10177(j).

11 23.

12 The conduct, acts and/or omissions of Respondents
13 MOUNTAIN SIDE, ALANIZ, and/or CHAVEZ, in failing to provide
14 borrower Valdez with a completed Mortgage Loan Disclosure
15 Statement and/or Good Faith Estimate, and/or in failing to
16 maintain a copy of a signed MLDS and/or Good Faith Estimate
17 statement in the transaction file, as set forth in Paragraphs 18
18 and 19, constitutes grounds to revoke or suspend the licenses and
19 license rights of Respondent MOUNTAIN SIDE, Respondent ALANIZ and
20 Respondent CHAVEZ pursuant to Code Sections 10240, 10241,
21 10177(d), 10177(g), 10176(i), and/or 10177(j).

22 24.

23 The conduct, acts and/or omissions of Respondent
24 ALANIZ, in failing to adequately supervise the real estate
25 activities of Respondent MOUNTAIN SIDE and its employees, as set
26 forth above in Paragraph 20, was in violation of Code Section
27 10159.2 and constitutes grounds to revoke or suspend Respondent

1 ALANIZ' licenses and license rights pursuant to Code Sections
2 10177(h), 10177(d) and/or 10177(g).

3 SECOND CAUSE OF ACCUSATION

4 (Suspension of Corporate Status)

5 25.

6 On or about September 2, 2008, pursuant to the
7 provisions of Section 23302 of the California Revenue and
8 Taxation Code, the corporate rights and privileges of Respondent
9 MOUNTAIN SIDE were suspended.

10 26.

11 The suspension of Respondent MOUNTAIN SIDE's corporate
12 rights and privileges constitutes grounds to suspend or revoke
13 Respondent MOUNTAIN SIDE's corporate real estate broker license
14 pursuant to Code Sections 10177(d), 10177(f), and/or 10177(g) in
15 conjunction with Regulation 2742.

16 27.

17 The suspension of Respondent MOUNTAIN SIDE's corporate
18 rights and privileges for failure to pay taxes is grounds to
19 suspend or revoke the license and/or license rights of Respondent
20 ALANIZ, pursuant to Code Sections 10177(d), 10177(g) and 10177(h)
21 for failure to supervise the activities of the corporation, in
22 violation of Code Section 10159.2.

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24 ///

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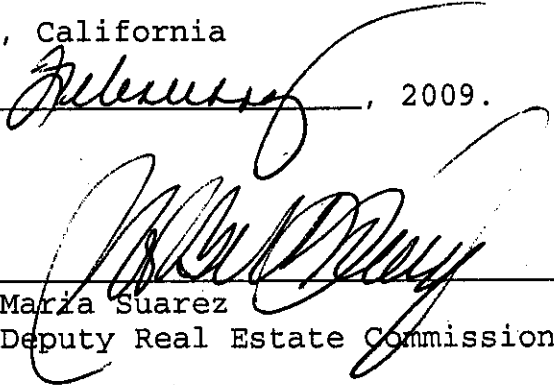
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1 WHEREFORE, Complainant prays that a hearing be
2 conducted on the allegations of this Accusation and that upon
3 proof thereof, a decision be rendered imposing disciplinary
4 action against all licenses and/or license rights of Respondents
5 MOUNTAIN SIDE LENDING CORPORATION, LUIS CESAR ALANIZ, and RODRIGO
6 CHAVEZ under the Real Estate Law and for such other and further
7 relief as may be proper under other applicable provisions of law.

8 Dated at Los Angeles, California

9 this 27 day of February, 2009.

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12 
13 _____
14 Maria Suarez
15 Deputy Real Estate Commissioner
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22
23

24 cc: Mountain Side Lending Corporation
25 Luis Cesar Alaniz
26 Rodrigo Chavez
27 Maria Suarez
Sacto.
Leaderscorp Financial Inc.