

FILED
JAN 25 2012
DEPARTMENT OF REAL ESTATE

By C. B. [Signature]

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

* * * *

In the Matter of the Accusation of)
THE CREDIT RELIEF GROUP, INC.)
and LOUIS PAUL MEYER,)
individually and as designated)
officer of the Credit Relief)
Group Inc.,)
Respondents.)

NO. H-37369 LA

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 29, 2011, and the findings of fact set forth herein are based on one or more of the following: (1) Respondents' express admissions; (2) affidavits; and (3) other evidence.

FINDINGS OF FACT

1.

On June 22, 2011, Maria Suarez made the Accusation in her official capacity as a Deputy Real Estate Commissioner of the State of California. The Accusation, Statement to Respondent, and Notice of Defense were mailed by certified mail, return receipt requested, to Respondents on July 1, 2011, August 5, 2011, September 6, 2011, and October 5, 2011.

On December 29, 2011, no Notice of Defense having been filed herein within the time prescribed by Section 11506 of the Government Code, Respondent's default was entered herein.

2.

From January 29, 2009, through the present, Respondent THE CREDIT RELIEF GROUP, INC. ("TCRG") has been licensed by the Department of Real Estate ("Department") as a real estate corporation, Department License No. 01858644. TCRG is licensed to do business as Apex Law Group, Apex Real Estate Center, Strada Properties, and Stradaproperty.com.

3.

From May 5, 2003, through June 6, 2011, Respondent LOUIS PAUL MEYER ("MEYER") was licensed by the Department as a real estate broker, Department License No. 01383083. At all times herein mentioned, Respondent MEYER was licensed as a real estate broker and as the broker-officer of Respondent TCRG to be responsible for ensuring its compliance with the Real Estate Law pursuant to Code Section 10159.2.

4.

On December 18, 2008, Respondent MEYER formed TCRG, a California corporation. Respondent MEYER is the corporation's President, CEO, CFO and Secretary.

5.

At all times herein mentioned, Respondents engaged in the business of, acted in the capacity of, advertised or assumed to act as real estate brokers in the State of California, by doing or negotiating to do the following acts for another or others, for compensation or in expectation of compensation: (1) sell or offer to sell, solicit prospective sellers or purchasers of, solicit or obtain listings of, or negotiate the purchase, sale or exchange of real property within the meaning of Code Section 10131(a); and (2) solicit borrowers, negotiate loans, collect payments or perform services for borrowers in connection with loans secured directly or collaterally by liens on real property within the meaning of Code Section 10131(d).

FIRST CAUSE OF ACCUSATION
(Advance Fee Violations)

6.

For an unknown period of time beginning no later than November 4, 2008, Respondents engaged in the business of soliciting to modify or negotiate loans secured by real property, and claimed, demanded, charged, received, collected or contracted for the collection of advance fees, within the meaning of Code Section 10026, for borrowers including, but not limited to, those listed below:

7.

Daniel J. and Mevalene Hjertstedt

On or around November 4, 2008, MEYER solicited loan modification and negotiation services on behalf of TCRG to Mevalene and Daniel Hjertstedt. On November 7, 2008, the Hjertstedts paid an advance fee of \$2,785 to Respondents pursuant to an advance fee agreement for loan modification and negotiation services in connection with a loan secured by real property. Respondents failed to perform the loan modification and negotiation services that had been promised to the Hjertstedts. Respondents refused the Hjertstedts' demand for a refund of their advance fee.

8.

On April 8, 2009, Respondent TCRG submitted an advance fee agreement and accounting format to the Department for review and issuance of a no-objection letter from the Department. On April 21, 2009, the Department notified TCRG that it had no objection to the advance fee agreement and accounting format that TCRG submitted on April 8, 2009.

9.

David and Gloria Ceballos

David and Gloria Ceballos received an advertisement for loan modification and negotiation services from TCRG. On August 10, 2009, the Ceballoses paid an advance fee of \$2,500 to Respondents pursuant to an advance fee agreement for loan modification and negotiation services in connection with a loan secured by real property. The advance fee agreement that Respondents provided to the Ceballoses was not the same advance fee agreement that was submitted to the Department on April 8, 2009. Respondents failed to perform the loan modification and negotiation services that had been promised to the Ceballoses. Respondents refused the Ceballoses' demand for a refund of their advance fee.

10.

Michael Gary Roulette and Edilma Roulette

On or about August 20, 2009, on behalf of TCRG, Nick Ziari solicited loan modification and negotiation services to Michael Roulette and Edilma Roulette. The Roulettes paid an advance fee of \$3,092 to Respondents pursuant to an advance fee agreement for loan modification and negotiation services in connection with a loan secured by real property. The advance fee agreement that Respondents provided to the Roulettes was not the same advance fee agreement that was submitted to the Department on April 8, 2009. Nick Ziari made misrepresentations

to the Roulettes as to how their advance fee paid would be used and disbursed. Nick Ziari claimed that part of the advance fee would be placed in an escrow account for the purpose of paying the Roulettes' first mortgage payment once Respondents obtained a loan modification for the Roulettes. Respondents failed to perform the loan modification and negotiation services that had been promised to the Roulettes. Respondents refused the Roulettes' demand for a refund of their advance fee.

11.

Jamie H. Earnhart and Jack. L. Earnhart

On or about September 9, 2009, Jamie H. Earnhart and Jack L. Earnhart received an advertisement for loan modification and negotiation services from TCRG. The Earnharts paid an advance fee of \$2,995 to Respondents pursuant to an advance fee agreement for loan modification and negotiation services in connection with a loan secured by real property. The advance fee agreement that Respondents provided to the Earnharts was not the same advance fee agreement that was submitted to the Department on April 8, 2009. Respondents failed to perform the loan modification and negotiation services that had been promised to the Earnharts. Respondents refused the Earnharts' demand for a refund of their advance fee.

12.

Gabriela and Juan Renteria

In or around September, 2009, Gabriela and Juan Renteria received an advertisement for loan modification and negotiation services from TCRG. The Renterias paid an advance fee of \$2,785 to Respondents pursuant to an advance fee agreement for loan modification and negotiation services in connection with a loan secured by real property. Respondents failed to perform the loan modification and negotiation services that had been promised to the Renterias. Respondents reneged on their agreement to refund the \$2,785 advance fee to the Renterias. Respondents only returned \$557 to the Renterias.

13.

Kelley Sha Embree

On or about October 7, 2009, Kelley Sha Embree ("Embree") received an advertisement for loan modification and negotiation services from TCRG. On October 9, 2009, Embree paid an advance fee of \$2,995 to Respondents pursuant to an advance fee agreement for loan modification and negotiation services in connection with a loan secured by real property. The advance fee agreement that Respondents provided to Embree was not the same advance fee agreement that was submitted to the Department on April 8, 2009. Respondents failed to perform the loan modification and negotiation services that had been promised to

Embree. Respondents refused Embree's demand for a refund of her advance fee.

14.

The materials and advance fee agreements used by Respondents had not been approved by the Department prior to use as is required under Code Section 10085 and Section 2970, Title 10, Chapter 6, California Code of Regulations ("Regulations").

15.

The advance fees collected by Respondents were not deposited in a trust account as required under Code Section 10146. Respondents did not provide an accounting to principals, in violation of Code Section 10146 and Section 2972 of the Regulations.

SECOND CAUSE OF ACCUSATION

(Unlawful Employment or Compensation of Unlicensed Person)

16.

At no time mentioned herein has Nick Ziari ever been licensed by the Department in any capacity.

17.

The activities described in Paragraph 10, above, require a real estate license under Code Sections 10131(d) and 10131.2. Respondents TCRG and MEYER violated Code Section 10137 by employing and/or compensating individuals who were not licensed as real estate salespersons or as brokers to perform activities requiring a license. Respondents TCRG and MEYER employed or compensated Nick Ziari, to solicit borrowers and perform some or all of the services alleged in Paragraph 10 above, though he was not licensed as a real estate salesperson or broker.

THIRD CAUSE OF ACCUSATION

(Office Abandonment)

18.

From January 29, 2009, and continuing to the present time, the main office and mailing address maintained on file by Respondent TCRG with the Department has been 620 Newport Center Drive, Suite 1100, Newport Beach, California 92660.

19.

On March 16, 2011, a representative of the Department visited 620 Newport Center Drive, Suite 1100, Newport Beach, California 92660, and found that Respondent TCRG no longer occupies the premises.

20.

On or before March 16, 2011, Respondent TCRG left and/or abandoned its principal place of business and the location of its mailing address on file with the Department. Thereafter, Respondent TCRG failed to maintain on file with the Department a new address for the principal place of business for its real estate brokerage activities.

FOURTH CAUSE OF ACCUSATION
(Failure to Supervise)

21.

Respondent MEYER's failure to supervise the activities of Respondent TCRG and its employees to ensure compliance with the Real Estate Law, is in violation of Code Section 10159.2 and Regulation 2725, which constitutes grounds to suspend or revoke Respondent MEYER's license and license rights pursuant to Code Sections 10177(h), 10177(d) and 10177(g).

DETERMINATION OF ISSUES

1.

The conduct, acts and/or omissions of Respondents TCRG and MEYER, as set forth in Paragraphs 5 through 15 above, in collecting advance fees from prospective borrowers pursuant to a written fee agreement, which agreement was not submitted to the Department for review prior to use, was in violation of Code Sections 10085 and 10085.5 and Regulation Section 2970, and constitutes grounds for the suspension or revocation of the licenses and license rights of Respondents TCRG and MEYER, pursuant to Code Sections 10177(d) and 10177(g).

2.

The conduct, acts and/or omissions of Respondents TCRG and MEYER as set forth in Paragraphs 5 through 15 above, in collecting advance fees from prospective borrowers and failing to deposit the advance fees into a trust account and provide an accounting to principals, was in violation of Code Section 10146 and Regulation Section 2972, and constitutes grounds for the suspension or revocation of the licenses and license rights of Respondents TCRG and MEYER pursuant to Code Sections 10177(d) and 10177(g).

3.

The conduct, acts and/or omissions of Respondents TCRG and MEYER as set forth in Paragraphs 16 and 17, above, violate Code Section 10137, and are cause for the suspension or revocation of the licenses and license rights of Respondents

TCRG and MEYER pursuant to Code Sections 10137, 10177(d) and 10177(g).

4.

The conduct, acts and/or omissions of Respondent TCRG, in abandoning its office and failing to notify the Department of a new address, as described in Paragraphs 18 through 20 above, is in violation of Regulation 2715 and Code Section 10162, and constitutes cause for the suspension or revocation of Respondent TCRG's license and license rights under the provisions of Code Sections 10165, 10177(d), and 10177(g).

5.

Respondent MEYER's failure to supervise the activities of Respondent TCRG and its employees to ensure compliance with the Real Estate Law, is in violation of Code Section 10159.2 and Regulation 2725 which constitutes grounds to suspend or revoke Respondent MEYER's license and license rights pursuant to Code Sections 10177(h), 10177(d) and 10177(g).

6.

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

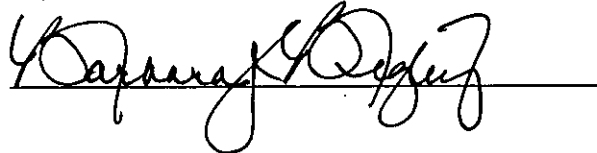
ORDER

The license and license rights of Respondent, THE CREDIT RELIEF GROUP, INC. and LOUIS PAUL MEYER, individually and as designated officer of The Credit Relief Group, Inc., 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 February 14, 2012.

DATED: 1/10/12

BARBARA J. BIGBY
Acting Real Estate Commissioner



1 Department of Real Estate
2 320 West Fourth Street, Suite 350
3 Los Angeles, California 90013-1105
4
5
6
7

FILED
DEC 29 2011
DEPARTMENT OF REAL ESTATE

By C. [Signature]

8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA
10 * * * *

11 In the Matter of the Accusation of)	
12 THE CREDIT RELIEF GROUP, INC.)	NO. H-37369 LA
13 and LOUIS PAUL MEYER,)	<u>DEFAULT ORDER</u>
14 individually and as designated)	
15 officer of the Credit Relief)	
16 Group, Inc.)	
17 Respondents.)	

17 Respondents, THE CREDIT RELIEF GROUP, INC. and
18 LOUIS PAUL MEYER, having failed to file a Notice of Defense
19 within the time required by Section 11506 of the Government Code,
20 are now in default. It is, therefore, ordered that a default be
21 entered on the record in this matter.

22 IT IS SO ORDERED

December 29, 2011

23 BARBARA J. BIGBY
24 Acting Real Estate Commissioner

25 [Signature]
26 By: DOLORES WEEKS
27 Regional Manager

1 LISSETE GARCIA, Counsel (SBN 211552)
2 Department of Real Estate
3 320 West 4th Street, Suite 350
4 Los Angeles, California 90013-1105

5 Telephone: (213) 576-6982
6 (Direct) (213) 576-6914

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JUL - 1 2011
DEPARTMENT OF REAL ESTATE

By C. [Signature]

8 BEFORE THE DEPARTMENT OF REAL ESTATE

9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of)

NO. H-37369 LA

12 THE CREDIT RELIEF GROUP, INC.)

13 and LOUIS PAUL MEYER,)

14 individually and as designated)

15 officer of The Credit Relief)

16 Group, Inc.,)

Respondents.)

17 The Complainant, Maria Suarez, a Deputy Real
18 Estate Commissioner of the State of California, for cause of
19 Accusation against THE CREDIT RELIEF GROUP, INC. and LOUIS PAUL
20 MEYER, individually and as designated officer of The Credit
21 Relief Group, Inc. (collectively "Respondents"), is informed and
22 alleges as follows:

23 1.

24 The Complainant, Maria Suarez, a Deputy Real Estate
25 Commissioner of the State of California, makes this Accusation
26 in her official capacity.

1 2.

2 Respondents are presently licensed and/or have license
3 rights under the Real Estate Law (Part 1 of Division 4 of the
4 California Business and Professions Code, "Code").

5 3.

6 From January 29, 2009, through the present, Respondent
7 THE CREDIT RELIEF GROUP, INC. ("TCRG") has been licensed by the
8 Department of Real Estate ("Department") as a real estate
9 corporation, Department License No. 01858644. TCRG is licensed
10 to do business as Apex Law Group, Apex Real Estate Center,
11 Strada Properties, and Stradaproperty.com.

12 4.

13 From May 5, 2003, through the present, Respondent
14 LOUIS PAUL MEYER ("MEYER") has been licensed by the Department
15 as a real estate broker, Department License No. 01383083.
16 At all times herein mentioned, Respondent MEYER was licensed as
17 a real estate broker and as the broker-officer of Respondent
18 TCRG to be responsible for ensuring its compliance with the Real
19 Estate Law pursuant to Code Section 10159.2.

20 5.

21 On December 18, 2008, Respondent MEYER formed TCRG, a
22 California corporation. Respondent MEYER is the corporation's
23 President, CEO, CFO and Secretary.

24 6.

25 At all times herein mentioned, Respondents engaged in
26 the business of, acted in the capacity of, advertised or assumed

1 to act as real estate brokers in the State of California, by
2 doing or negotiating to do the following acts for another or
3 others, for compensation or in expectation of compensation: (1)
4 sell or offer to sell, solicit prospective sellers or purchasers
5 of, solicit or obtain listings of, or negotiate the purchase,
6 sale or exchange of real property within the meaning of Code
7 Section 10131(a); and (2) solicit borrowers, negotiate loans,
8 collect payments or perform services for borrowers in connection
9 with loans secured directly or collaterally by liens on real
10 property within the meaning of Code Section 10131(d).

11 FIRST CAUSE OF ACCUSATION
12 (Advance Fee Violations)

13 7.

14 For an unknown period of time beginning no later than
15 November 4, 2008, Respondents engaged in the business of
16 soliciting to modify or negotiate loans secured by real
17 property, and claimed, demanded, charged, received, collected or
18 contracted for the collection of advance fees, within the
19 meaning of Code Section 10026, for borrowers including, but not
20 limited to, those listed below:

21 8.

22 Daniel J. and Mevalene Hjertstedt

23 On or around November 4, 2008, MEYER solicited loan
24 modification and negotiation services on behalf of TCRG to
25 Mevalene and Daniel Hjertstedt. On November 7, 2008, the
26 Hjertstedts paid an advance fee of \$2,785 to Respondents

1 pursuant to an advance fee agreement for loan modification and
2 negotiation services in connection with a loan secured by real
3 property. Respondents failed to perform the loan modification
4 and negotiation services that had been promised to the
5 Hjertstedts. Respondents refused the Hjertstedts' demand for a
6 refund of their advance fee.

7 9.

8 On April 8, 2009, Respondent TCRG submitted an advance
9 fee agreement and accounting format to the Department for review
10 and issuance of a no-objection letter from the Department. On
11 April 21, 2009, the Department notified TCRG that it had no
12 objection to the advance fee agreement and accounting format
13 that TCRG submitted on April 8, 2009.

14 10.

15 David and Gloria Ceballos

16 David and Gloria Ceballos received an advertisement
17 for loan modification and negotiation services from TCRG. On
18 August 10, 2009, the Ceballoses paid an advance fee of \$2,500 to
19 Respondents pursuant to an advance fee agreement for loan
20 modification and negotiation services in connection with a loan
21 secured by real property. The advance fee agreement that
22 Respondents provided to the Ceballoses was not the same advance
23 fee agreement that was submitted to the Department on April 8,
24 2009. Respondents failed to perform the loan modification and
25 negotiation services that had been promised to the Ceballoses.
26

1 Respondents refused the Ceballoses' demand for a refund of their
2 advance fee.

3 11.

4 Michael Gary Roulette and Edilma Roulette

5 On or about August 20, 2009, on behalf of TCRG, Nick
6 Ziari solicited loan modification and negotiation services to
7 Michael Roulette and Edilma Roulette. The Roulettes paid an
8 advance fee of \$3,092 to Respondents pursuant to an advance fee
9 agreement for loan modification and negotiation services in
10 connection with a loan secured by real property. The advance
11 fee agreement that Respondents provided to the Roulettes was not
12 the same advance fee agreement that was submitted to the
13 Department on April 8, 2009. Nick Ziari made misrepresentations
14 to the Roulettes as to how their advance fee paid would be used
15 and disbursed. Nick Ziari claimed that part of the advance fee
16 would be placed in an escrow account for the purpose of paying
17 the Roulettes' first mortgage payment once Respondents obtained
18 a loan modification for the Roulettes. Respondents failed to
19 perform the loan modification and negotiation services that had
20 been promised to the Roulettes. Respondents refused the
21 Roulettes' demand for a refund of their advance fee.

22 12.

23 Jamie H. Earnhart and Jack. L. Earnhart

24 On or about September 9, 2009, Jamie H. Earnhart and
25 Jack L. Earnhart received an advertisement for loan modification
26 and negotiation services from TCRG. The Earnharts paid an

1 advance fee of \$2,995 to Respondents pursuant to an advance fee
2 agreement for loan modification and negotiation services in
3 connection with a loan secured by real property. The advance
4 fee agreement that Respondents provided to the Earnharts was not
5 the same advance fee agreement that was submitted to the
6 Department on April 8, 2009. Respondents failed to perform the
7 loan modification and negotiation services that had been
8 promised to the Earnharts. Respondents refused the Earnharts'
9 demand for a refund of their advance fee.

10 13.

11 Gabriela and Juan Renteria

12 In or around September, 2009, Gabriela and Juan
13 Renteria received an advertisement for loan modification and
14 negotiation services from TCRG. The Renterias paid an advance
15 fee of \$2,785 to Respondents pursuant to an advance fee
16 agreement for loan modification and negotiation services in
17 connection with a loan secured by real property. Respondents
18 failed to perform the loan modification and negotiation services
19 that had been promised to the Renterias. Respondents reneged on
20 their agreement to refund the \$2,785 advance fee to the
21 Renterias. Respondents only returned \$557 to the Renterias.

22 14.

23 Kelley Sha Embree

24 On or about October 7, 2009, Kelley Sha Embree
25 ("Embree") received an advertisement for loan modification and
26 negotiation services from TCRG. On October 9, 2009, Embree paid

1 an advance fee of \$2,995 to Respondents pursuant to an advance
2 fee agreement for loan modification and negotiation services in
3 connection with a loan secured by real property. The advance
4 fee agreement that Respondents provided to Embree was not the
5 same advance fee agreement that was submitted to the Department
6 on April 8, 2009. Respondents failed to perform the loan
7 modification and negotiation services that had been promised to
8 Embree. Respondents refused Embree's demand for a refund of her
9 advance fee.

10 15.

11 The materials and advance fee agreements used by
12 Respondents had not been approved by the Department prior to use
13 as is required under Code Section 10085 and Section 2970, Title
14 10, Chapter 6, California Code of Regulations ("Regulations").

15 16.

16 The advance fees collected by Respondents were not
17 deposited in a trust account as required under Code Section
18 10146. Respondents did not provide an accounting to principals,
19 in violation of Code Section 10146 and Section 2972 of the
20 Regulations.

21 17.

22 The conduct, acts and/or omissions of Respondents TCRG
23 and MEYER, as set forth above, in collecting advance fees from
24 prospective borrowers pursuant to a written fee agreement, which
25 agreement was not submitted to the Department for review prior
26 to use, was in violation of Code Sections 10085 and 10085.5 and

1 Regulation Section 2970, and constitutes grounds for the
2 suspension or revocation of the licenses and license rights of
3 Respondents TCRG and MEYER, pursuant to Code Sections 10177(d)
4 or 10177(g).

5 18.

6 The conduct, acts and/or omissions of Respondents TCRG
7 and MEYER as set forth above, in collecting advance fees from
8 prospective borrowers and failing to deposit the advance fees
9 into a trust account and provide an accounting to principals,
10 was in violation of Code Section 10146 and Regulation Section
11 2972, and constitutes grounds for the suspension or revocation
12 of the licenses and license rights of Respondents TCRG and MEYER
13 pursuant to Code Sections 10177(d) or 10177(g).

14 SECOND CAUSE OF ACCUSATION

15 (Unlawful Employment or Compensation of Unlicensed Person)

16 19.

17 There is hereby incorporated in this Second, separate,
18 Cause of Accusation, all of the allegations contained in
19 Paragraphs 1 through 18 above, with the same force and effect as
20 if herein fully set forth.

21 20.

22 At no time mentioned herein has Nick Ziari ever been
23 licensed by the Department in any capacity.

24 21.

25 The activities described in Paragraph 11, above,
26 require a real estate license under Code Sections 10131(d) and

1 10131.2. Respondents TCRG and MEYER violated Code Section 10137
2 by employing and/or compensating individuals who were not
3 licensed as real estate salespersons or as brokers to perform
4 activities requiring a license. Respondents TCRG and MEYER
5 employed or compensated Nick Ziari, to solicit borrowers and
6 perform some or all of the services alleged in Paragraph 12
7 above, though he was not licensed as a real estate salesperson
8 or broker.

9 22.

10 The conduct, acts and/or omissions of Respondents TCRG
11 and MEYER as set forth in Paragraph 21, above, violate Code
12 Section 10137, and are cause for the suspension or revocation of
13 the licenses and license rights of Respondents TCRG and MEYER
14 pursuant to Code Sections 10137, 10177(d) or 10177(g).

15 THIRD CAUSE OF ACCUSATION
16 (Office Abandonment)

17 23.

18 There is hereby incorporated in this Third, separate,
19 Cause of Accusation, all of the allegations contained in
20 Paragraphs 1 through 22 above, with the same force and effect as
21 if herein fully set forth.

22 24.

23 From January 29, 2009, and continuing to the present
24 time, the main office and mailing address maintained on file by
25 Respondent TCRG with the Department has been 620 Newport Center
26 Drive, Suite 1100, Newport Beach, California 92660.

1 . 25.

2 On March 16, 2011, a representative of the Department
3 visited 620 Newport Center Drive, Suite 1100, Newport Beach,
4 California 92660, and found that Respondent TCRG no longer
5 occupies the premises.

6 26.

7 On or before March 16, 2011, Respondent TCRG left
8 and/or abandoned its principal place of business and the
9 location of its mailing address on file with the Department.
10 Thereafter, Respondent TCRG failed to maintain on file with the
11 Department a new address for the principal place of business for
12 its real estate brokerage activities.

13 27.

14 The conduct, acts and/or omissions of Respondent TCRG,
15 in abandoning its office and failing to notify the Department of
16 a new address, as described above, is in violation of Regulation
17 2715 and Code Section 10162, and constitutes cause for the
18 suspension or revocation of Respondent TCRG's license and
19 license rights under the provisions of Code Sections 10165,
20 10177(d), and/or 10177(g).

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

1 FOURTH CAUSE OF ACCUSATION
2 (Failure to Supervise)

3 28.

4 There is hereby incorporated in this Fourth, separate
5 Cause of Accusation, all of the allegations contained in
6 Paragraphs 1 through 27, above, with the same force and effect
7 as if herein fully set forth.

8 29.

9 Respondent MEYER's failure to supervise the activities
10 of Respondent TCRG and its employees to ensure compliance with
11 the Real Estate Law, is in violation of Code Section 10159.2 and
12 Regulation 2725 which constitutes grounds to suspend or revoke
13 Respondent MEYER's license and license rights pursuant to Code
14 Sections 10177(h), 10177(d) or 10177(g).

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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 THE CREDIT RELIEF GROUP, INC. and LOUIS PAUL MEYER, individually
6 and as designated officer of The Credit Relief Group, Inc.,
7 under the Real Estate Law (Part 1 of Division 4 of the
8 California Business and Professions Code) and for such other and
9 further relief as may be proper under other applicable
10 provisions of law.

11 this 22nd day of June, 2011.

12
13 
14 MARIA SUAREZ
15 Deputy Real Estate Commissioner
16
17
18
19
20
21
22

23 cc: The Credit Relief Group, Inc.
24 Louis Paul Meyer
25 Maria Suarez
26 Sacto.