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FILED

DEC 16 2011

DEPARTMENT OF REAL ESTATE

By K. Contreras

BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

In the Matter of the Accusation of)	
)	
ERIC BERNARDINO BECERRA,)	NO. H-2281 FR
)	
Respondent.)	
)	

ORDER SUSPENDING RESTRICTED REAL ESTATE LICENSE

TO: ERIC BERNARDINO BECERRA, Respondent:

On or about May 6, 2009, a restricted real estate salesperson license was issued by the Department of Real Estate to Respondent ERIC BERNARDINO BECERRA, on the terms, conditions, and restrictions set forth in the Real Estate Commissioner's Decision dated April 14, 2009, in Case No. H-2281 FR. That Decision granted Respondent ERIC BERNARDINO BECERRA the right to the issuance of a restricted real estate salesperson license subject to the provisions of Section 10156.7 of the Business and Professions Code (herein "Code") and to enumerated additional terms, conditions, and restrictions imposed under authority of Section 10156.6 and 10156.7 of said Code.

On November 28, 2011, in Case Number H-2695 FR, an Accusation by a Deputy Real Estate Commissioner of the State of California was filed charging Respondent

1 Respondent ERIC BERNARDINO BECERRA with violations of Sections 10130, 10085, and
2 10085.5 of the Code, and Sections 2970 and 2972 of Title 10, California Code of Regulations in
3 conjunction with Section 10177(d) of the Code.

4 NOW, THEREFORE, IT IS ORDERED under authority of Section 10156.7 of the
5 Code that the restricted real estate salesperson license heretofore issued to Respondent ERIC
6 BERNARDINO BECERRA and the exercise of any privileges thereunder is hereby suspended
7 pending final determination made after the hearing on the aforesaid Accusation.

8 IT IS FURTHER ORDERED that all license certificates and identification cards
9 issued by the Department of Real Estate which are in the possession of Respondent ERIC
10 BERNARDINO BECERRA be immediately surrendered by personal delivery or by mailing in
11 the enclosed, self-addressed envelope to:

12 DEPARTMENT OF REAL ESTATE
13 ATTN: FLAG SECTION
14 P. O. Box 187000
Sacramento, CA 95818-7000

15 This Order shall be effective immediately.

16
17 DATED: 12/7/11

18
19 BARBARA J. BIGBY
Acting Real Estate Commissioner

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FILED

APR 1 5 2009

DEPARTMENT OF REAL ESTATE

By K. Max

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BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

In the Matter of the Accusation of

UNIVERSAL MORTGAGE AND SALES
INC., ERIK S. GONZALES, ERIC
BERNARDINO BECERRA, JUAN CARLOS
SILVA, and LAURA DIANA CARLOS,

Respondents.

No. H-2281 FR

STIPULATION AND
AGREEMENT

It is hereby stipulated by and between ERIC BERNARDINO BECERRA (hereinafter "Respondent") and his attorney, J. Anne Rawlins, and the Complainant, acting by and through Truly Sughrue, Counsel for the Department of Real Estate, as follows for the purpose of settling and disposing of the Accusation filed on July 10, 2008 in this matter:

1. All issues which were to be contested and all evidence which was to be 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 (APA), shall instead and in place thereof be submitted solely on the basis of the provisions of this Stipulation and Agreement in Settlement.

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

4 3. Respondent filed a Notice of Defense pursuant to Section 11505 of the
5 Government Code for the purpose of requesting a hearing on the allegations in the Accusation.
6 Respondent hereby freely and voluntarily withdraws said Notice of Defense. Respondent
7 acknowledges that he will thereby waive his right to require the Commissioner to prove the
8 allegations in the Accusation at a contested hearing held in accordance with the provisions of the
9 APA and that he will waive other rights afforded to him in connection with the hearing such as
10 the right to present evidence in defense of the allegations in the Accusation and the right to cross-
11 examine witnesses.

12 4. This stipulation is based on the factual allegations contained in the
13 Accusation. In the interest of expediency and economy, Respondent chooses not to contest these
14 factual allegations, but to remain silent and understands that, as a result thereof, these factual
15 statements will serve as a prima facie basis for the "Determination of Issues" and "Order" set
16 forth below. The Real Estate Commissioner shall not be required to provide further evidence to
17 prove such allegations.

18 5. This Stipulation and Respondent's decision not to contest the
19 Accusation are made for the purpose of reaching an agreed disposition of this proceeding and are
20 expressly limited to this proceeding and any other proceeding or case in which the Department of
21 Real Estate (herein "the Department"), the state or federal government, an agency of this state, or
22 an agency of another state is involved.

23 6. It is understood by the parties that the Real Estate Commissioner may
24 adopt the Stipulation and Agreement as his decision in this matter thereby imposing the penalty
25 and sanctions on Respondent's real estate license and license rights as set forth in the below
26 "Order". In the event that the Commissioner in his discretion does not adopt the Stipulation and
27 Agreement in Settlement, it shall be void and of no effect, and Respondent shall retain the right

1 to a hearing and proceeding on the Accusation under all the provisions of the APA and shall not
2 be bound by any admission or waiver made herein.

3 7. The Order or any subsequent Order of the Real Estate Commissioner made
4 pursuant to this Stipulation and Agreement in Settlement shall not constitute an estoppel, merger
5 or bar to any further administrative or civil proceedings by the Department of Real Estate with
6 respect to any matters which were not specifically alleged to be causes for accusation in this
7 proceeding as admitted or withdrawn.

8 DETERMINATION OF ISSUES

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

12 I

13 The acts and/or omissions of Respondent as described in the Accusation, violate
14 Section 10130 of the Business and Professions Code (hereinafter "the Code") in conjunction with
15 Section 10177(d) of the Code, and Sections 10176(b), and 10177(g) of the Code.

16 ORDER

17 I

18 All licenses and licensing rights of Respondent ERIC BERNARDINO BECERRA
19 under the Real Estate Law are revoked; provided, however, a restricted real estate salesperson
20 license shall be issued to Respondent pursuant to Section 10156.5 of the Business and
21 Professions Code if Respondent makes application therefor and pays to the Department of Real
22 Estate the appropriate fee for the restricted license within 90 days from the effective date of this
23 Decision. The restricted license issued to Respondent shall be subject to all of the provisions of
24 Section 10156.7 of the Business and Professions Code and to the following limitations,
25 conditions and restrictions imposed under the authority of Section 10156.6 of that Code:

26 1. The restricted license issued to Respondent may be suspended prior to
27 hearing by Order of the Real Estate Commissioner in the event of Respondent's conviction or

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 removal of any of the conditions, limitations or restrictions
10 of a restricted license until two (2) years have elapsed from the effective date of this Decision.

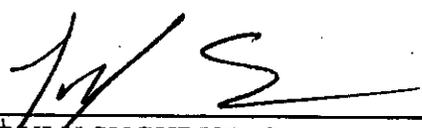
11 4. Respondent shall submit with any application for license under an
12 employing broker, or any application for transfer to a new employing broker, a statement signed
13 by the prospective employing real estate broker on a form approved by the Department of Real
14 Estate which shall certify:

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

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

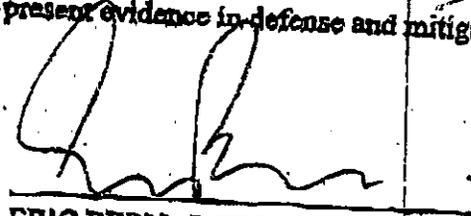
20 5. Respondent shall, within six (6) months from the effective date of this
21 Decision, take and pass the Professional Responsibility Examination administered by the
22 Department including the payment of the appropriate examination fee. If Respondent fails to
23 satisfy this condition, the Commissioner may order suspension of the restricted license until
24 Respondent passes the examination.

25 25-March-09
26 DATED


27 TRULY SUGHRUE, Counsel
DEPARTMENT OF REAL ESTATE

1 I have read the Stipulation and Agreement, have discussed it with my counsel,
2 and its terms are understood by me and are agreeable and acceptable to me. I understand that I
3 am waiving rights given to me by the California Administrative Procedure Act (including but
4 not limited to Sections 11506, 11508, 11509, and 11513 of the Government Code), and I
5 willingly, 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.

3/19/09

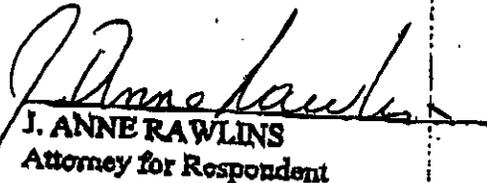


DATED

ERIC BERNARDINO BECERRA
Respondent

13 I have reviewed the Stipulation and Agreement as to form and content and have
14 advised my client accordingly.

3/19/2009



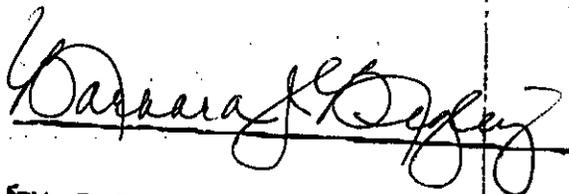
DATED

J. ANNE RAWLINS
Attorney for Respondent

19 ***
20 The foregoing Stipulation and Agreement is hereby adopted by the Real Estate
21 Commissioner as his Decision and Order and shall become effective at 12 o'clock noon on
22 MAY - 6 2009

23 IT IS SO ORDERED 4/14 2009.

24 JEFF DAVI
25 Real Estate Commissioner



26 -BY: Barbara J. Bigby
27 Chief Deputy Commissioner

FILED

SEP - 9 2008

DEPARTMENT OF REAL ESTATE

By H. Mar

BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of)	
)	No. H-2281 FR
<u>UNIVERSAL MORTGAGE AND SALES</u>)	
<u>INC.,</u>)	
<u>ERIK S. GONZALES,</u>)	
<u>ERIC BERNARDINO BECERRA,</u>)	
<u>JUAN CARLOS SILVA, and</u>)	
<u>LAURA DIANA CARLOS,</u>)	
)	
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 August 5, 2008, and the findings of fact set forth herein, which are based on one or more of the following: (1) Respondents UNIVERSAL MORTGAGE AND SALES INC., ERIK S. GONZALES, JUAN CARLOS SILVA, and LAURA DIANA CARLOS (hereinafter "Respondents") express admissions; (2) affidavits; and (3) other evidence.

FINDINGS OF FACT

I

On July 8, 2008, John W. Sweeney made the Accusation in his 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 and regular mail, to Respondents UNIVERSAL MORTGAGE AND SALES INC., ERIK S. GONZALES, ERIC BERNARDINO BECERRA, JUAN CARLOS SILVA, and LAURA DIANA CARLOS last known mailing address on file with the Department on July 10, 2008 and to Respondent ERIC BERNARDINO BECERRA's last known mailing address on July 31, 2008

On August 5, 2008, 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.

II

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

III

At all times mentioned, UNIVERSAL MORTGAGE AND SALES INC., (hereinafter "UNIVERSAL") was and is licensed by the State of California Department of Real Estate (hereinafter "Department") as a real estate broker corporation.

IV

At all times mentioned, Respondent ERIK S. GONZALES, (hereinafter "GONZALES") was and is licensed by the Department individually as a real estate broker. At all time mention herein GONZALES was licensed as the designated broker officer of UNIVERSAL. As said designated officer-broker, GONZALES was responsible pursuant to Section 10159.2 of the Code for the supervision of the activities of the officers, agents, real estate licensees and employees of UNIVERSAL for which a license is required.

V

At all times mentioned, Respondent ERIC BERNARDINO BECERRA (hereinafter "BECERRA") was and is licensed by the Department as a real estate salesperson.

VI

At all times mentioned, Respondent JUAN CARLOS SILVA (hereinafter "SILVA") was and is licensed by the Department as a real estate salesperson.

VII

At all times mentioned, Respondent LAURA DIANA CARLOS (hereinafter "CARLOS") was and is licensed by the Department as a real estate salesperson.

VIII

At no time mentioned was Robert Sandoval (hereinafter "Sandoval") licensed by the Department either as a real estate salesperson or as a real estate broker.

IX

At no time mentioned was Noriel Santos (hereinafter "Santos") licensed by the Department either as a real estate salesperson or as a real estate broker.

X

At no time mentioned was Cynthia Carlos (hereinafter "C. Carlos") licensed by the Department either as a real estate salesperson or as a real estate broker.

XI

At all times mentioned herein Respondents engaged in the business of, acted in the capacity of, advertised or assumed to act as a real estate broker in the State of California within the meaning of Section 10131(d) of the Code, including the operation and conduct of a mortgage loan brokerage business with the public wherein Respondents solicited lenders and borrowers for loans secured directly or collaterally by liens on real property or a business opportunity, and wherein such loans were arranged, negotiated, processed, and consummated by Respondent on behalf of others for compensation or in expectation of a compensation.

XII

Beginning about January 2006 and continuing thereafter, UNIVERSAL employed and compensated Sandoval to perform the acts and conduct the real estate activities described in Paragraph XI, above, including but not limited to the activities described in Paragraph XIII.

XIII

Beginning about January 2006 and continuing thereafter, in the course of the employment and activities described in Paragraph XII, above, Sandoval negotiated and arranged mortgage loans to finance the purchase and sale of real property, including but not necessarily limited to:

<u>CLOSE OF ESCROW</u>	<u>BORROWER</u>	<u>PROPERTY ADDRESS</u>
2/7/06	Manuel Reyes	24952 Melba Drive, Madera
3/16/06	Erika Ramirez	530 Barbera Avenue, Madera
10/6/06	Martin and Maria Rodriguez	17307 Paula Road, Madera

XIV

Beginning about August 2006 and continuing thereafter, UNIVERSAL employed and compensated C. Carlos to perform the acts and conduct the real estate activities described in Paragraph XI, above, including but not limited to the activities described

in Paragraph XV, below, and CARLOS caused, suffered and permitted UNIVERSAL to so employ and compensate C. CARLOS.

XV

Beginning about August 2006 and continuing thereafter, in the course of the employment and activities described in Paragraph XIV, above, C. Carlos negotiated and arranged mortgage loans to finance the purchase and sale of real property, including but not necessarily limited to:

<u>CLOSE OF ESCROW</u>	<u>BORROWER</u>	<u>PROPERTY ADDRESS</u>
8/10/06	Louis and Zula Martin	27 Fairview Avenue, Gustine

XVI

Beginning about October 2006 and continuing thereafter, UNIVERSAL employed and compensated Santos to perform the acts and conduct the real estate activities described in Paragraph XI, above, including but not limited to the activities described in Paragraph XVII, below, and SILVA caused, suffered and permitted UNIVERSAL to so employ and compensate SANTOS.

XVII

Beginning about October 2006 and continuing thereafter, in the course of the employment and activities described in Paragraph XVI, above, Santos negotiated and arranged mortgage loans to finance the purchase and sale of real property, including but not necessarily limited to:

<u>CLOSE OF ESCROW</u>	<u>BORROWER</u>	<u>PROPERTY ADDRESS</u>
10/31/06	Marilou Hilario	18475 Kennedy St., Salinas
10/31/06	Marilou Hilario	13470 Swaner Circle, Salinas
10/31/06	Marilou Hilario	18472 Northridge Dr., Salinas
11/14/06	Marilou Hilario	593 Sutter Street, Salinas
11/14/06	Marilou Hilario	958 Chamise Drive, Salinas

XVIII

In acting as described in Paragraphs XI through XVII, above, UNIVERSAL, CARLOS, and SILVA violated the provisions of Section 10137 of the Code and willfully caused, suffered and permitted Sandoval, Santos, and C. Carlos to violate Section 10130 of the Code.

XIX

Between approximately October 2, 2006 and October 31, 2006, in the course of the activities described in Paragraph XI, above, Santos and SILVA solicited, obtained and processed an application for a loan(s) totaling \$485,000 to Marilou Hilario

secured by real property at 18475 Kennedy Street, Salinas, California, by Santos and SILVA representing to the borrowers that UNIVERSAL estimated in good faith that UNIVERSAL would receive, as compensation for arranging the loan, \$5,541 in commission and processing fees, but upon close of the escrow consummating the loan, UNIVERSAL received, as compensation for arranging the loan \$6,841 from escrow in commission and processing fees and a \$3,800 rebate from the lender paid outside escrow.

XX

Between approximately October 24, 2006 and October 31, 2006, in the course of the activities described in Paragraph XI, above, Santos and SILVA solicited, obtained and processed an application for a loan(s) totaling \$515,000 to Marilou Hilario secured by real property at 13470 Swaner Circle, Salinas, California, by Santos and SILVA representing to the borrowers that UNIVERSAL estimated in good faith that UNIVERSAL would receive, as compensation for arranging the loan, \$7,201 in commission and processing fees, but upon close of the escrow consummating the loan, UNIVERSAL received, as compensation for arranging the loan \$7,201 from escrow in commission and processing fees and a \$4,120 rebate from the lender paid outside escrow.

XXI

In each of the transactions described in Paragraphs XIX through XX, inclusive, the representations made by Santos, and SILVA were false, and knew they were false. In truth, Santos, and SILVA expected to receive a rebate from the lender paid outside escrow in addition to the estimated commission, a fact that Santos, and SILVA concealed and failed to disclose to the borrower throughout the time Santos, and SILVA were arranging, negotiating and processing the loans at least until at or immediately prior to the close of the escrow consummating the loan.

XXII

In connection with the mortgage loan brokerage business described in Paragraph XI, UNIVERSAL violated and/or willfully failed to comply with Section 10240 of the Code, in that UNIVERSAL:

(a) Failed to cause to be delivered to the borrowers referred to in Paragraphs XIX through XX and for the properties located at 24952 Melba Drive, Madera, and 530 Barbera Avenue, Madera, the written Disclosure Statement required by Section 10241 of the Code;

(b) Failed to obtain the signature of the borrowers referred to in Paragraphs XIX through XX and for the properties located at 24952 Melba Drive, Madera, and 530 Barbera Avenue, Madera on any Written Disclosure Statement; and/or

(c) Failed to retain on file for a period of three years a true and correct copy of any Written Disclosure Statement signed by the borrowers referred to in Paragraphs XIX through XX and for the properties located at 24952 Melba Drive, Madera, and 530 Barbera Avenue, Madera.

XXIII

Between approximately January 10, 2006 and February 7, 2006, Sandoval, acting as the agent of Manuel Reyes solicited and obtained a loan in the amount of \$364,000 from Plaza Home Mortgage to be secured by an encumbrance on the property located at 24952 Melba Drive, Madera, California by representing, contrary to fact, that Manuel Reyes was employed as an Engineering Supervisor III with a monthly income of \$10,200, and had a rental income of \$2,600 per month. In truth, Manuel Reyes was employed as Machine Operator with a monthly income of \$4,000, and had rental income of \$1,755.

XXIV

Between approximately February 1, 2006 and March 16, 2006, Sandoval, acting as the agent of Erika Ramirez solicited and obtained loans in the amount of \$257,600 and \$64,400 from Argent Mortgage Company to be secured by an encumbrance on the property located at 530 Barbera Avenue, Madera, California by representing, contrary to fact, that Erika Ramirez was employed by E.B. Reyes, FLC, as a Supervisor earning \$8,146 per month. In truth, Erika Ramirez was employed as a hair stylist at Robles Beauty Salon, and earned substantially less than \$8,146 per month.

XXV

Between approximately January 10, 2006 and October 5, 2006, Sandoval, acting as the agent of Martin and Maria Rodriguez solicited and obtained loans in the amount of \$359,200 and \$44,900 from Impac Funding Corporation to be secured by an encumbrance on the property located at 17307 Paula Road, Madera, California by representing, contrary to fact, that Martin and Maria Rodriguez were employed by E.B Reyes, FLC as a Foreman and Supervisor earning \$7,564 and \$4,653 per month respectively. In truth, Martin Rodriguez was unemployed and Maria Rodriguez was employed as a housekeeper for Chukchansi Casino.

XXVI

Between approximately August 8, 2006 and August 10, 2006, CARLOS and C. Carlos, acting as the agents of Louis and

Zula Martin solicited and obtained loans in the amount of \$254,000 and \$63,400 from WMC Mortgage to be secured by an encumbrance on the property located at 27 Fairview Avenue, Gustine, California by representing, contrary to fact, that Louis and Zula Martin had \$8,900 in the bank. In truth, the \$8,900 was a "temporary loan" from C. Carlos.

XXVII

Between approximately October 2, 2006 and October 31, 2006, SILVA and Santos, acting as the agents of Marilou Hilario solicited and obtained loans in the amount of \$388,000 and \$97,000 from Argent Mortgage Company to be secured by an encumbrance on the property located at 18475 Kennedy Street, Salinas, California by representing, contrary to fact, that Marilou Hilario was the owner of a business called Prime Time Couture with an income of \$10,999.30 per month, and had a bank balance of \$30,000. In truth, Marilou Hilario has never owned a business called Prime Time Couture, is employed as a Laboratory Technician for the Monterey County Health Department with a monthly income of \$2,500, and did not have the reported bank balance.

XXVIII

Between approximately October 24, 2006 and October 31, 2006, SILVA and Santos, acting as the agents of Marilou Hilario solicited and obtained loans in the amount of \$412,000 and \$103,000 from Ownit Mortgage Solutions to be secured by an encumbrance on the property located at 13470 Swaner Circle, Salinas, California by representing, contrary to fact, that Marilou Hilario was the owner of a business called Prime Time Couture with an income of \$10,500 per month, and had a bank balance of \$15,000. In truth, Marilou Hilario has never owned a business called Prime Time Couture, is employed as a Laboratory Technician for the Monterey County Health Department with a monthly income of \$2,500, and did not have the reported bank balance.

XXIX

Between approximately October 19, 2006 and October 31, 2006, SILVA and Santos, acting as the agents of Marilou Hilario solicited and obtained loans in the amount of \$404,000 and \$101,000 from Washington Mutual Bank to be secured by an encumbrance on the property located at 18472 Northridge Drive, Salinas, California by representing, contrary to fact, that Marilou Hilario was the owner of a business called Prime Time Couture with an income of \$14,481.56 per month, and had a bank balance of \$15,000. In truth, Marilou Hilario has never owned a business called Prime Time Couture, is employed as a Laboratory

Technician for the Monterey County Health Department with a monthly income of \$2,500, and did not have the reported bank balance.

XXX

Between approximately November 2, 2006 and November 14, 2006, SILVA and Santos, acting as the agents of Marilou Hilario solicited and obtained loans in the amount of \$456,000 and \$114,000 from Master Financial, LLC to be secured by an encumbrance on the property located at 593 Sutter Street, Salinas, California by representing, contrary to fact, that Marilou Hilario was the owner of a business called Prime Time Couture with an income of \$12,957.80 per month, and had a bank balance of \$15,000. In truth, Marilou Hilario has never owned a business called Prime Time Couture, is employed as a Laboratory Technician for the Monterey County Health Department with a monthly income of \$2,500, and did not have the reported bank balance.

XXXI

Between approximately November 6, 2006 and November 15, 2006, SILVA and Santos, acting as the agents of Marilou Hilario solicited and obtained loans in the amount of \$479,900 and \$120,000 from Decision One Mortgage to be secured by an encumbrance on the property located at 958 Chamise Drive, Salinas, California by representing, contrary to fact, that Marilou Hilario was employed as a Laboratory Technician for the Monterey County Department of Health with an income of \$10,998.76 per month. In truth, Marilou Hilario is employed as a Laboratory Technician for the Monterey County Health Department with a monthly income of \$2,500.

XXXII

The acts and omissions of CARLOS, and SILVA described in Paragraphs XXIII through XXXI constitute fraud and dishonest dealing, and a continued and flagrant course of misrepresentation through real estate agents or salespersons.

XXXIII

The acts and omissions of CARLOS, and SILVA described in Paragraphs XXIII through XXXI constitute the substantial misrepresentation of a material fact.

XXXIV

Respondent GONZALES failed to exercise reasonable supervision over the acts of UNIVERSAL in such a manner as to allow the acts and events described above to occur.

XXXV

The acts and omissions of GONZALES described in Paragraphs XI through XXXIV, constitute failure on the part of GONZALES, as designated broker-officer for UNIVERSAL, to exercise reasonable supervision and control over the licensed activities of UNIVERSAL as required by Section 10159.2 of the Code.

DETERMINATION OF ISSUES

I

Cause for disciplinary action against Respondents UNIVERSAL, CARLOS, and SILVA exists pursuant to the provisions of Section 10137 of the Code, and Section 10130 in conjunction with Section 10177(d).

II

Cause for disciplinary action against Respondent SILVA exists pursuant to the provisions of Sections 10176(a) and 10176(i) of the Code.

III

Cause for disciplinary action against Respondent UNIVERSAL pursuant to the provisions of Section 10240 of the Code in conjunction with Section 10177(d) of the Code.

IV

Cause for disciplinary action against Respondents CARLOS, and SILVA pursuant to the provisions of Sections 10176(a), 10176(b), 10176(c), 10176(i) and 10177(j) of the Code.

V

The Cause for disciplinary action against Respondent GONZALES under Section 10177(g) and Section 10177(h) of the Code, and Section 10159.2 of the Code in conjunction with Section 10177(d) of the Code.

VI

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

ORDER

All licenses and licensing rights of Respondents
UNIVERSAL MORTGAGE AND SALES INC., ERIK S. GONZALES, JUAN CARLOS
SILVA, and LAURA DIANA CARLOS, 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 SEP 30 2008 2008.

DATED: 9-5-08

JEFF DAVI
Real Estate Commissioner

A handwritten signature in cursive script, appearing to read "Barbara J. Bigby", is written over a horizontal line.

BY: Barbara J. Bigby
Chief Deputy Commissioner

FILED

AUG - 5 2008

DEPARTMENT OF REAL ESTATE

By H. Max

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BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of)	No. H-2281 FR
)	
<u>UNIVERSAL MORTGAGE AND SALES</u>)	<u>DEFAULT ORDER</u>
<u>INC.,</u>)	
<u>ERIK S. GONZALES,</u>)	
<u>ERIC BERNARDINO BECERRA,</u>)	
<u>JUAN CARLOS SILVA, and</u>)	
<u>LAURA DIANA CARLOS,</u>)	
Respondents.)	

Respondents, UNIVERSAL MORTGAGE AND SALES INC., ERIK S. GONZALES, JUAN CARLOS SILVA, and LAURA DIANA CARLOS, having failed to file a Notice of Defense within the time required by Section 11506 of the Government Code, are now in default. It is, therefore, ordered that a default be entered on the record in this matter.

IT IS SO ORDERED 8/4/08

JEFF DAVI
Real Estate Commissioner

By: Charles W. Koenig
CHARLES W. KOENIG
Regional Manager

1 TRULY SUGHRUE, Counsel
2 State Bar No. 223266
3 Department of Real Estate
4 P.O. Box 187007
5 Sacramento, CA 95818-7007
6
7 Telephone: (916) 227-0781

FILED

JUL 10 2008

DEPARTMENT OF REAL ESTATE

By K. Mar

8 BEFORE THE DEPARTMENT OF REAL ESTATE

9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of)
12) No. H-2281 FR
13 UNIVERSAL MORTGAGE AND SALES, INC.,) ACCUSATION
14 ERIK S. GONZALES,)
15 ERIC BERNARDINO BECERRA,)
16 JUAN CARLOS SILVA, and)
LAURA DIANA CARLOS)
Respondents.)

17 The Complainant, John W. Sweeney, a Deputy Real Estate
18 Commissioner of the State of California, for cause of Accusation
19 against UNIVERSAL MORTGAGE AND SALES, INC., ERIK S. GONZALES,
20 ERIC BERNARDINO BECERRA, JUAN CARLOS SILVA, and LAURA DIANA
21 CARLOS, (hereinafter "Respondents"), are informed and alleges as
22 follows:

23 PRELIMINARY ALLEGATIONS

24 I

25 The Complainant, John W. Sweeney, a Deputy Real Estate
26 Commissioner of the State of California, makes this Accusation
27 in his official capacity.

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II

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

III

At all times mentioned herein UNIVERSAL MORTGAGE AND SALES, INC., (hereinafter "UNIVERSAL") was and is licensed by the State of California Department of Real Estate (hereinafter "Department") as a real estate broker corporation.

IV

At all times mentioned herein, Respondent ERIK S. GONZALES, (hereinafter "GONZALES") was and is licensed by the Department individually as a real estate broker. At all time mention herein GONZALES was licensed as the designated broker officer of UNIVERSAL. As said designated officer-broker, GONZALES was responsible pursuant to Section 10159.2 of the Code for the supervision of the activities of the officers, agents, real estate licensees and employees of UNIVERSAL for which a license is required.

V

At all times mentioned herein, Respondent ERIC BERNARDINO BECERRA (hereinafter "BECERRA") was and is licensed by the Department as a real estate salesperson.

VI

At all times mentioned herein, Respondent JUAN CARLOS SILVA (hereinafter "SILVA") was and is licensed by the Department as a real estate salesperson.

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VII

At all times mentioned herein, Respondent LAURA DIANA CARLOS (hereinafter "CARLOS") was and is licensed by the Department as a real estate salesperson.

VIII

At no time mentioned herein was Robert Sandoval (hereinafter "Sandoval") licensed by the Department either as a real estate salesperson or as a real estate broker.

IX

At no time mentioned herein was Noriel Santos (hereinafter "Santos") licensed by the Department either as a real estate salesperson or as a real estate broker.

X

At no time mentioned herein was Cynthia Carlos (hereinafter "C. Carlos") licensed by the Department either as a real estate salesperson or as a real estate broker.

X

At all times mentioned herein Respondents engaged in the business of, acted in the capacity of, advertised or assumed to act as a real estate broker in the State of California within the meaning of Section 10131(d) of the Code, including the operation and conduct of a mortgage loan brokerage business with the public wherein Respondents solicited lenders and borrowers for loans secured directly or collaterally by liens on real property or a business opportunity, and wherein such loans were

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1 arranged, negotiated, processed, and consummated by Respondent
2 on behalf of others for compensation or in expectation of a
3 compensation.

4 FIRST CAUSE OF ACTION

5 XI

6 Each and every allegation in Paragraphs I through X,
7 inclusive, above, are incorporated by this reference as if fully
8 set forth herein.

9 XII

10 Beginning about January 2006 and continuing
11 thereafter, UNIVERSAL employed and compensated Sandoval to
12 perform the acts and conduct the real estate activities
13 described in Paragraph X, above, including but not limited to
14 the activities described in Paragraph XIII, below, and BECERRA
15 caused, suffered and permitted UNIVERSAL to so employ and
16 compensate Sandoval.

17 XIII

18 Beginning about January 2006 and continuing thereafter,
19 in the course of the employment and activities described in
20 Paragraph XII, above, Sandoval negotiated and arranged mortgage
21 loans to finance the purchase and sale of real property,
22 including but not necessarily limited to:

23 <u>CLOSE OF ESCROW</u>	<u>BORROWER</u>	<u>PROPERTY ADDRESS</u>
24 02/07/06	Manuel Reyes	24952 Melba Drive, Madera
25 03/16/06	Erika Ramirez	530 Barbera Avenue, Madera
26 10/06/06	Martin and Maria Rodriguez	17307 Paula Road, Madera

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XIV

Beginning about August 2006 and continuing thereafter, UNIVERSAL employed and compensated C. Carlos to perform the acts and conduct the real estate activities described in Paragraph X, above, including but not limited to the activities described in Paragraph XV, below, and CARLOS caused, suffered and permitted UNIVERSAL to so employ and compensate Sandoval.

XV

Beginning about August 2006 and continuing thereafter, in the course of the employment and activities described in Paragraph XIV, above, C. Carlos negotiated and arranged mortgage loans to finance the purchase and sale of real property, including but not necessarily limited to:

<u>CLOSE OF ESCROW</u>	<u>BORROWER</u>	<u>PROPERTY ADDRESS</u>
8/10/06	Louis and Zula Martin	27 Fairview Avenue, Gustine

XVI

Beginning about October 2006 and continuing thereafter, UNIVERSAL employed and compensated Santos to perform the acts and conduct the real estate activities described in Paragraph X, above, including but not limited to the activities described in Paragraph XVII, below, and SANTOS caused, suffered and permitted UNIVERSAL to so employ and compensate Sandoval.

XVII

Beginning about October 2006 and continuing thereafter, in the course of the employment and activities described in Paragraph XVI, above, Santos negotiated and

1 arranged mortgage loans to finance the purchase and sale of real
2 property, including but not necessarily limited to:

3	<u>CLOSE OF ESCROW</u>	<u>BORROWER</u>	<u>PROPERTY ADDRESS</u>
4	10/31/06	Marilou Hilario	18475 Kennedy St., Salinas
5	10/31/06	Marilou Hilario	13470 Swaner Circle, Salinas
6	10/31/06	Marilou Hilario	18472 Northridge Dr., Salinas
7	11/14/06	Marilou Hilario	593 Sutter Street, Salinas
8	11/14/06	Marilou Hilario	958 Chamise Drive, Salinas

9 XVIII

10 In acting as described in paragraphs XII through XVII,
11 above, UNIVERSAL, BECERRA, CARLOS, and SILVA violated the
12 provisions of Section 10137 of the Code and willfully caused,
13 suffered and/or permitted Sandoval, Santos, and C. Carlos to
14 violate Section 10130 of the Code.

15 XIX

16 The facts described above as to the First Cause of
17 Accusation constitute cause to suspend or revoke all licenses
18 and license rights of UNIVERSAL, BECERRA, CARLOS, and SILVA
19 pursuant to the provisions of Section 10137 of the Code, and
20 Section 10130 in conjunction with Section 10177(d).

21 SECOND CAUSE OF ACTION

22 XX

23 Each and every allegation in Paragraphs I through XIX,
24 inclusive, above are incorporated by this reference as if fully
25 set forth herein.

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1 XXI

2 Between approximately January 10, 2006 and February 7,
3 2007, in the course of the activities described in Paragraph X,
4 above, Sandoval and BECERRA solicited, obtained and processed an
5 application for a loan(s) totaling \$364,000 to Manuel Reyes
6 secured by real property at 24952 Melba Drive, Madera,
7 California, by Sandoval and BECERRA representing to the
8 borrowers that UNIVERSAL estimated in good faith that UNIVERSAL
9 would receive, as compensation for arranging the loan, \$5,934 in
10 commission and processing fees, but upon close of the escrow
11 consummating the loan, UNIVERSAL received, as compensation for
12 arranging the loan \$8,775 from escrow in commission and
13 processing fees and a \$3,640 rebate from the lender paid outside
14 escrow.

15 XXII

16 Between approximately February 1, 2006 and March 16,
17 2006, in the course of the activities described in Paragraph X,
18 above, Sandoval and BECERRA solicited, obtained and processed an
19 application for a loan(s) totaling \$322,000 to Erika Ramirez
20 secured by real property at 530 Barbera Avenue, Madera,
21 California, by Sandoval and BECERRA representing to the
22 borrowers that UNIVERSAL estimated in good faith that UNIVERSAL
23 would receive, as compensation for arranging the loan, \$3,076 in
24 commission and processing fees, but upon close of the escrow
25 consummating the loan, UNIVERSAL received, as compensation for

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1 arranging the loan \$2,303 from escrow in commission and
2 processing fees and a \$2,576 rebate from the lender paid outside
3 escrow.

4 XXIII

5 Between approximately October 2, 2006 and October 31,
6 2006, in the course of the activities described in Paragraph X,
7 above, Santos and SILVA solicited, obtained and processed an
8 application for a loan(s) totaling \$485,000 to Marilou Hilario
9 secured by real property at 18475 Kennedy Street, Salinas,
10 California, by Santos and SILVA representing to the borrowers
11 that UNIVERSAL estimated in good faith that UNIVERSAL would
12 receive, as compensation for arranging the loan, \$5,541 in
13 commission and processing fees, but upon close of the escrow
14 consummating the loan, UNIVERSAL received, as compensation for
15 arranging the loan \$6,841 from escrow in commission and
16 processing fees and a \$3,800 rebate from the lender paid outside
17 escrow.

18 XXIV

19 Between approximately October 24, 2006 and October 31,
20 2006, in the course of the activities described in Paragraph X,
21 above, Santos and SILVA solicited, obtained and processed an
22 application for a loan(s) totaling \$515,000 to Marilou Hilario
23 secured by real property at 13470 Swaner Circle, Salinas,
24 California, by Santos and SILVA representing to the borrowers
25 that UNIVERSAL estimated in good faith that UNIVERSAL would
26 receive, as compensation for arranging the loan, \$7,201 in
27 commission and processing fees, but upon close of the escrow

1 consummating the loan, UNIVERSAL received, as compensation for
2 arranging the loan \$7,201 from escrow in commission and
3 processing fees and a \$4,120 rebate from the lender paid outside
4 escrow.

5 XXV

6 In each of the transactions described in Paragraphs
7 XXI through XXIV, inclusive, the representations made by
8 Sandoval, BECERRA, Santos, and SILVA were false, and knew they
9 were false. In truth, Sandoval, BECERRA, Santos, and SILVA
10 expected to receive a rebate from the lender paid outside escrow
11 in addition to the estimated commission, a fact that Sandoval,
12 BECERRA, Santos, and SILVA concealed and failed to disclose to
13 the borrower throughout the time Sandoval, BECERRA, Santos, and
14 SILVA were arranging, negotiating and processing the loans at
15 least until at or immediately prior to the close of the escrow
16 consummating the loan.

17 XXVI

18 In connection with the mortgage loan brokerage
19 business described in Paragraph X, UNIVERSAL violated and/or
20 willfully failed to comply with Section 10240 of the Code, in
21 that UNIVERSAL:

22 (a) Failed to cause to be delivered to the borrowers
23 referred to in Paragraphs XXI through XXIV the written
24 Disclosure Statement required by Section 10241 of the Code;

25 (b) Failed to obtain the signature of the borrowers
26 referred to in Paragraphs XXI through XXIV on any Written
27 Disclosure Statement; and/or

1 (c) Failed to retain on file for a period of three
2 years a true and correct copy of any Written Disclosure
3 Statement signed by the borrowers referred to in Paragraphs XXI
4 through XXIV.

5 XXVII

6 The facts alleged above in Paragraphs XXI through XXV
7 are grounds for the suspension or revocation of the licenses and
8 license rights of Sandoval, BECERRA, Santos, and SILVA under
9 Sections 10176(a) and/or 10176(i) of the Code.

10 XXVIII

11 The facts alleged above in Paragraph XXVI are grounds
12 for the suspension or revocation of the licenses and license
13 rights of UNIVERSAL Section 10240 of the Code in conjunction
14 with Section 10177(d) of the Code.

15 THIRD CAUSE OF ACTION

16 XXIX

17 Each and every allegation in Paragraphs I through
18 XXVIII, inclusive, above, are incorporated by this reference as
19 if fully set forth herein.

20 XXX

21 Between approximately January 10, 2006 and February 7,
22 2006, BECERRA and Sandoval, acting as the agent of Manuel Reyes
23 solicited and obtained a loan in the amount of \$364,000 from
24 Plaza Home Mortgage to be secured by an encumbrance on the
25 property located at 24952 Melba Drive, Madera, California by
26 representing, contrary to fact, that Manuel Reyes was employed
27 as an Engineering Supervisor III with a monthly income of

1 \$10,200, and had a rental income of \$2,600 per month. In truth,
2 Manuel Reyes was employed as Machine Operator with a monthly
3 income of \$4,000, and had rental income of \$1,755.

4 XXXI

5 Between approximately February 1, 2006 and March 16,
6 2006, BECERRA and Sandoval, acting as the agent of Erika Ramirez
7 solicited and obtained loans in the amount of \$257,600 and
8 \$64,400 from Argent Mortgage Company to be secured by an
9 encumbrance on the property located at 530 Barbera Avenue,
10 Madera, California by representing, contrary to fact, that Erika
11 Ramirez was employed by E.B. Reyes, FLC, as a Supervisor earning
12 \$8,146 per month. In truth, Erika Ramirez was employed as a
13 hair stylist at Robles Beauty Salon, and earned substantially
14 less than \$8,146 per month.

15 XXXII

16 Between approximately January 10, 2006 and October 5,
17 2006, BECERRA and Sandoval, acting as the agent of Martin and
18 Maria Rodriguez solicited and obtained loans in the amount of
19 \$359,200 and \$44,900 from Impac Funding Corporation to be
20 secured by an encumbrance on the property located at 17307 Paula
21 Road, Madera, California by representing, contrary to fact, that
22 Martin and Maria Rodriguez were employed by E.B Reyes, FLC as a
23 Foreman and Supervisor earning \$7,564 and \$4,653 per month
24 respectively. In truth, Martin Rodriguez was unemployed and
25 Maria Rodriguez was employed as a housekeeper for Chukchansi
26 Casino.

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1 XXXIII

2 Between approximately August 8, 2006 and August 10,
3 2006, CARLOS and C. Carlos, acting as the agents of Louis and
4 Zula Martin solicited and obtained loans in the amount of
5 \$254,000 and \$63,400 from WMC Mortgage to be secured by an
6 encumbrance on the property located at 27 Fairview Avenue,
7 Gustine, California by representing, contrary to fact, that
8 Louis and Zula Martin had \$8,900 in the bank. In truth, the
9 \$8,900 was a "temporary loan" from C. Carlos.

10 XXXIV

11 Between approximately October 2, 2006 and October 31,
12 2006, SILVA and Santos, acting as the agents of Marilou Hilario
13 solicited and obtained loans in the amount of \$388,000 and
14 \$97,000 from Argent Mortgage Company to be secured by an
15 encumbrance on the property located at 18475 Kennedy Street,
16 Salinas, California by representing, contrary to fact, that
17 Marilou Hilario was the owner of a business called Prime Time
18 Couture with an income of \$10,999.30 per month, and had a bank
19 balance of \$30,000. In truth, Marilou Hilario has never owned a
20 business called Prime Time Couture, is employed as a Laboratory
21 Technician for the Monterey County Health Department with a
22 monthly income of \$2,500, and did not have the reported bank
23 balance.

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1 XXXV

2 Between approximately October 24, 2006 and October 31,
3 2006, SILVA and Santos, acting as the agents of Marilou Hilario
4 solicited and obtained loans in the amount of \$412,000 and
5 \$103,000 from Ownit Mortgage Solutions to be secured by an
6 encumbrance on the property located at 13470 Swaner Circle,
7 Salinas, California by representing, contrary to fact, that
8 Marilou Hilario was the owner of a business called Prime Time
9 Couture with an income of \$10,500 per month, and had a bank
10 balance of \$15,000. In truth, Marilou Hilario has never owned a
11 business called Prime Time Couture, is employed as a Laboratory
12 Technician for the Monterey County Health Department with a
13 monthly income of \$2,500, and did not have the reported bank
14 balance.

15 XXXVI

16 Between approximately October 19, 2006 and October 31,
17 2006, SILVA and Santos, acting as the agents of Marilou Hilario
18 solicited and obtained loans in the amount of \$404,000 and
19 \$101,000 from Washington Mutual Bank to be secured by an
20 encumbrance on the property located at 18472 Northridge Drive,
21 Salinas, California by representing, contrary to fact, that
22 Marilou Hilario was the owner of a business called Prime Time
23 Couture with an income of \$14,481.56 per month, and had a bank
24 balance of \$15,000. In truth, Marilou Hilario has never owned a
25 business called Prime Time Couture, is employed as a Laboratory

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1 Technician for the Monterey County Health Department with a
2 monthly income of \$2,500, and did not have the reported bank
3 balance.

4 XXXVII

5 Between approximately November 2, 2006 and November
6 14, 2006, SILVA and Santos, acting as the agents of Marilou
7 Hilario solicited and obtained loans in the amount of \$456,000
8 and \$114,000 from Master Financial, LLC to be secured by an
9 encumbrance on the property located at 593 Sutter Street,
10 Salinas, California by representing, contrary to fact, that
11 Marilou Hilario was the owner of a business called Prime Time
12 Couture with an income of \$12,957.80 per month, and had a bank
13 balance of \$15,000. In truth, Marilou Hilario has never owned a
14 business called Prime Time Couture, is employed as a Laboratory
15 Technician for the Monterey County Health Department with a
16 monthly income of \$2,500, and did not have the reported bank
17 balance.

18 XXXVIII

19 Between approximately November 6, 2006 and November
20 15, 2006, SILVA and Santos, acting as the agents of Marilou
21 Hilario solicited and obtained loans in the amount of \$479,900
22 and \$120,000 from Decision One Mortgage to be secured by an
23 encumbrance on the property located at 958 Chamise Drive,
24 Salinas, California by representing, contrary to fact, that
25 Marilou Hilario was employed as a Laboratory Technician for the
26 Monterey County Department of Health with an income of
27 \$10,998.76 per month. In truth, Marilou Hilario is employed as

1 a Laboratory Technician for the Monterey County Health
2 Department with a monthly income of \$2,500.

3 XXXIX

4 The acts and omissions of BECERRA, CARLOS, and SILVA
5 described in Paragraphs XXXI through XXXVIII constitute fraud
6 and/or dishonest dealing, and/or a continued and flagrant course
7 of misrepresentation through real estate agents or salespersons.

8 XL

9 The acts and omissions of BECERRA, CARLOS, and SILVA
10 described in Paragraphs XXXI through XXXVIII constitute the
11 substantial misrepresentation of a material fact.

12 XLI

13 The facts described above as to the Third Cause of
14 Action constitute cause to suspend or revoke all licenses and
15 license rights of BECERRA, CARLOS, and SILVA pursuant to the
16 provisions of Sections 10176(a), 10176(b), 10176(c), 10176(i),
17 10177(d), and/or 10177(j) of the Code.

18 FOURTH CAUSE OF ACTION

19 XLII

20 Each and every allegation in Paragraphs I through XLI,
21 inclusive, above, are incorporated by this reference as if fully
22 set forth herein.

23 XLIII

24 Respondent GONZALES failed to exercise reasonable
25 supervision over the acts of UNIVERSAL in such a manner as to
26 allow the acts and events described above to occur.

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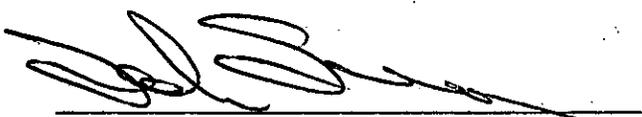
XLIV

The acts and/or omissions of GONZALES described in Paragraphs XII through XLIII, constitute failure on the part of GONZALES, as designated broker-officer for UNIVERSAL, to exercise reasonable supervision and control over the licensed activities of UNIVERSAL as required by Section 10159.2 of the Code.

XLVI

The facts described above as to the Fourth Cause of Accusation constitute cause for the suspension or revocation of the licenses and license rights of GONZALES under Section 10177(g) and/or Section 10177(h) of the Code and Section 10159.2 of the Code in conjunction with Section 10177(d) 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 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 other provisions of law.


JOHN W. SWEENEY
Deputy Real Estate Commissioner

Dated at Fresno, California,
this 8th day of July, 2008