DEPARTMENT OF REAL ESTATE
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FILED

JUL 29 2009

DEPARTMENT OF REAL ESTATE

By

STATE OF CALIFORNIA

DEPARTMENT OF REAL ESTATE

To: JOSEPH DENNIS SPEAKMAN	NO. H-2408 FRESNO ORDER TO DESIST AND REFRAIN (B&P Code Section 10086)

The Commissioner (hereinafter "Commissioner") of the California Department of Real Estate (hereinafter "Department") caused an investigation to be made of the activities of JOSEPH DENNIS SPEAKMAN (hereinafter "SPEAKMAN"). Based on that investigation, the Commissioner has determined that SPEAKMAN has engaged in, is engaging in, or is attempting to engage in, acts or practices constituting violations of the California Business and Professions Code (hereinafter "the Code") and/or Title 10, Chapter 6, California Code of Regulations (hereinafter "the Regulations"), including the business of, acting in the capacity of, and/or advertising or assuming to act as, a real estate broker in the State of California within the meaning of Section 10131(d) (performing services for borrowers and/or lenders in connection with loans secured by real property) of the Code. Furthermore, based on the investigation, the Commissioner hereby issues the following Findings of Fact, Conclusions of Law, and Desist and Refrain Order under the authority of Section 10086 of the Code.

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Whenever acts referred to below are attributed to SPEAKMAN, those acts are alleged to have been done by SPEAKMAN, acting by himself, or by and/or through one or more agents, associates, affiliates, and/or co-conspirators, and using the names "Castle Home Loans" and "Castle Real Estate Center", or other names or fictitious names unknown at this time (collectively referred to as "the related entities").

FINDINGS OF FACT

1. SPEAKMAN has been licensed by the Department as a real estate broker since February 25, 2005, and his license expires on February 24, 2013.

2. During the period of time set forth below, SPEAKMAN, while employed by or acting on behalf of one or more of the related entities, solicited borrowers and negotiated to do one or more of the following acts for another or others, for or in expectation of compensation: negotiate one or more loans for, or perform services for, borrowers and/or lenders in connection with loans secured directly or collaterally by one or more liens on real property; and charge, demand or collect an advance fee for any of the services offered.

3. In approximately September 2008, SPEAKMAN solicited Sandra Reyes (hereinafter "Reyes") in order to provide loan modification services to Reyes.

4. In furtherance of SPEAKMAN's plan and scheme to provide loan modification services to Reyes, SPEAKMAN requested an advance fee of $400 from Reyes. In reliance on SPEAKMAN's representations, Reyes issued a check to SPEAKMAN in the amount of $400, payable to Castle Home Loans.

5. After Reyes delivered the check mentioned above to SPEAKMAN, Reyes did not obtain a successful and sustainable loan modification, obtain any other benefit from SPEAKMAN, or from anyone connected in any way with SPEAKMAN, or any of the related entities, or receive a refund of the amount Reyes paid to Castle Home Loans.

6. In approximately September 2008, SPEAKMAN solicited Jose Sosa (hereinafter "Sosa") in order to provide loan modification services to Sosa.

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7. In furtherance of SPEAKMAN's plan and scheme to provide loan modification services to Sosa, SPEAKMAN requested an advance fee of $400 from Sosa. In reliance on SPEAKMAN's representations, Sosa issued a check to SPEAKMAN in the amount of $400, payable to Castle Home Loans.

8. After Sosa delivered the check mentioned above to SPEAKMAN, Sosa did not obtain a successful and sustainable loan modification, obtain any other benefit from SPEAKMAN, or from anyone connected in any way with SPEAKMAN, or any of the related entities, or receive a refund of the amount Sosa paid to Castle Home Loans.

9. In approximately November 2008, SPEAKMAN solicited Jorge Castillo (hereinafter "Castillo") in order to provide loan modification services to Castillo.

10. In furtherance of SPEAKMAN's plan and scheme to provide loan modification services to Castillo, SPEAKMAN requested an advance fee of $400 from Castillo. In reliance on SPEAKMAN's representations, Castillo issued a check to SPEAKMAN in the amount of $500, payable to Castle Home Loans.

11. After Castillo delivered the check mentioned above to SPEAKMAN, Castillo did not obtain a successful and sustainable loan modification, obtain any other benefit from SPEAKMAN, or from anyone connected in any way with SPEAKMAN, or any of the related entities, or receive a refund of the amount Castillo paid to Castle Home Loans.

12. In approximately November 2008, SPEAKMAN solicited Martin Alvarez (hereinafter "Alvarez") in order to provide loan modification services to Alvarez.

13. In furtherance of SPEAKMAN's plan and scheme to provide loan modification services to Alvarez, SPEAKMAN requested an advance fee of $500 from Alvarez. In reliance on SPEAKMAN's representations, Alvarez issued a check to SPEAKMAN in the amount of $500, payable to Castle Real Estate Center.

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14. After Alvarez delivered the check mentioned above to SPEAKMAN, Alvarez did not obtain a successful and sustainable loan modification, obtain any other benefit from SPEAKMAN, or from anyone connected in any way with SPEAKMAN, or any of the related entities, or receive a refund of the amount Alvarez paid to Castle Real Estate Center.

15. In approximately November 2008, SPEAKMAN solicited Jannet Torres (hereinafter "Torres") in order to provide loan modification services to Torres.

16. In furtherance of SPEAKMAN's plan and scheme to provide loan modification services to Torres, SPEAKMAN requested an advance fee of $400 from Torres. In reliance on SPEAKMAN's representations, Torres issued a check to SPEAKMAN in the amount of $400, payable to Castle Home Loans.

17. After Torres delivered the check mentioned above to SPEAKMAN, Torres did not obtain a successful and sustainable loan modification, obtain any other benefit from SPEAKMAN, or from anyone connected in any way with SPEAKMAN, or any of the related entities, or receive a refund of the amount Torres paid to Castle Home Loans.

18. In approximately September 2008, SPEAKMAN solicited Daniel Socorro (hereinafter "Soccoro") in order to provide loan modification services to Soccoro.

19. In furtherance of SPEAKMAN's plan and scheme to provide loan modification services to Soccoro, SPEAKMAN requested an advance fee of $495 from Soccoro. In reliance on SPEAKMAN's representations, Soccoro issued a check to SPEAKMAN in the amount of $495, payable to Castle Home Loans.

20. After Soccoro delivered the check mentioned above to SPEAKMAN, Soccoro did not obtain a successful and sustainable loan modification, obtain any other benefit from SPEAKMAN, or from anyone connected in any way with SPEAKMAN, or any of the related entities, or receive a refund of the amount Soccoro paid to Castle Home Loans.

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21. SPEAKMAN, acting by himself, or by and/or through one or more of the related entities, or other names or fictitious names unknown at this time failed to provide Reyes, Sosa, Castillo, Alvarez, Torres and Soccoro with the services SPEAKMAN represented to them that he, or the related entities, would perform.

CONCLUSIONS OF LAW

22. Based on the findings of fact contained in paragraphs 1 through 21, SPEAKMAN, acting by himself, or by and/or through one or more of the related entities, or other names or fictitious names unknown at this time, solicited borrowers and represented that he would perform services for those borrowers and/or the borrowers' lender in connection with one or more loans secured directly or collaterally by one or more liens on real property; and charged, demanded or collected an advance fee for the services to be provided, which acts require a real estate broker license under Sections 10131(d) and 10131.2 of the Code, and prior submission by the broker of an advance fee agreement to the Department for its review.

DESIST AND REFRAIN ORDER

Based on the Findings of Fact and Conclusions of Law stated herein, you, JOSEPH DENNIS SPEAKMAN, whether doing business under your own name, or any other name or fictitious name, ARE HEREBY ORDERED to immediately desist and refrain from charging, demanding, or collecting advance fees, as that term in defined in Section 10026 of the Code, for any of the services you offer to others, in any form, and particularly with respect to loan modification, loan refinance, principal reduction, foreclosure abatement or short sale services, unless and until you demonstrate and provide evidence satisfactory to the Commissioner that you have:

(1) an advance fee agreement which has been submitted to the Department and which is in compliance with Sections 2970 and 2972 of the Regulations;

(2) placed all previously collected advance fees into a trust account for that purpose and are in compliance with Section 10146 of the Code; and

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(3) provided an accounting to trust fund owner-beneficiaries pursuant to Section 2972 of the Regulations.

DATED: 7-27-09

JEFF DAVI
Real Estate Commissioner

By

BY: Barbara J Bigby
Chief Deputy Commissioner