FILED

AUG 17 2011

DEPARTMENT OF REAL ESTATE

By D. Contreras

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of AMERICAN RIVER REAL ESTATE, INC., a Corporation, SCOTT WOODS, and, LOUIS MASER, Respondents.	)	NO. H-5200 SAC and NO. H-5250 SAC

ORDER STAYING EFFECTIVE DATE

(As to Respondents American River Real Estate, Inc., and Scott Woods, Only)

On July 28, 2011, a Decision was rendered in the above-entitled matter to become effective on August 18, 2011.

IT IS HEREBY ORDERED that the effective date of the Decision is stayed as to Respondents AMERICAN RIVER REAL ESTATE, INC., and SCOTT WOODS, only, for a period of ten (10) days. The Decision of July 28, 2011, shall become effective at 12 o'clock noon on August 29, 2011, as to Respondents AMERICAN RIVER REAL ESTATE, INC., and SCOTT WOODS, only.

DATED: 8/16, 2011.

BARBARA J. BIGBY
Acting Real Estate Commissioner

DEPARTMENT OF REAL ESTATE
P. O. Box 187007
Sacramento, CA 95818-7007

Telephone: (916) 227-0789

FILED

JUL 29 2011

DEPARTMENT OF REAL ESTATE

By D. Contreras

BEFORE THE

DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

* * *

In the Matter of the Second Amended Accusation of: AMERICAN RIVER REAL ESTATE, INC., a Corporation, SCOTT WOODS, and, LOUIS MASER Respondents.	DRE No. H-5200 SAC STIPULATION AND AGREEMENT IN SETTLEMENT AND ORDER (as to AMERICAN RIVER REAL ESTATE, INC. and SCOTT WOODS Only)
In the Matter of the Accusation of: SCOTT WOODS, and GINA RODRIGUEZ Respondents.	DRE No. H-5250 SAC STIPULATION AND AGREEMENT IN SETTLEMENT AND ORDER

It is hereby stipulated by and between Respondents AMERICAN RIVER REAL ESTATE, INC. (herein "ARREI"), SCOTT WOODS (herein "WOODS"), and GINA RODRIGUEZ (herein "RODRIGUEZ") (herein jointly "Respondents"), individually and jointly, acting by and through Marc A. Fisher, attorney of record herein for Respondents, and the Complainant, acting by and through Mary F. Clarke, Counsel for the Department of Real Estate

(herein "the Department"), as follows for the purpose of settling and disposing of the Accusation filed on July 30, 2009, and the Second Amended Accusation filed on April 24, 2010, in this matter (herein "the Accusations"):

1. All issues which were to be contested and all evidence which was to be presented by Complainant and Respondents at a formal hearing on the Accusations, 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.

2. Respondents have received, read and understand the Statement to Respondent, the Discovery Provisions of the APA and the Accusations filed by the Department in this proceeding.

3. Notices of Defense were filed on May 14, 2009, by Respondents ARREI and WOODS and April 12, 2010, by Respondent RODRIGUEZ, pursuant to Section 11505 of the Government Code for the purpose of requesting a hearing on the allegations in the Accusations. Respondents hereby freely and voluntarily withdraw said Notices of Defense. Respondents acknowledge that they understand that by withdrawing said Notices of Defense they will thereby waive their right to require the Commissioner to prove the allegations in the Accusations at a contested hearing held in accordance with the provisions of the APA and that they will waive other rights afforded to them in connection with the hearing such as the right to present evidence in defense of the allegations in the Accusations and the right to cross-examine witnesses.

4. Respondents, pursuant to the limitations set forth below, hereby admit that the factual allegations pertaining to them in the Accusations filed in this proceeding are true and correct and the Real Estate Commissioner shall not be required to provide further evidence of such allegations.

5. It is understood by the parties that the Real Estate Commissioner may adopt the Stipulation and Agreement in Settlement as his/her decision in this matter thereby imposing the

penalty and sanctions on Respondents' real estate licenses and license rights as set forth in the below "Order". In the event that the Commissioner in his/her discretion does not adopt the Stipulation and Agreement in Settlement, it shall be void and of no effect, and Respondents shall retain the right to a hearing and proceeding on the Accusations under all the provisions of the APA and shall not be bound by any admission or waiver made herein.

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

7. Respondents ARREI and WOODS understand that by agreeing to this Stipulation and Agreement, Respondents ARREI and WOODS jointly and severally agree to pay, pursuant to Section 10148 of the California Business and Professions Code (herein "the Code"), the cost of the audit which resulted in the determination that Respondents committed the violations found in Paragraph II, below, of the Determination of Issues. The amount of said cost is $6,411.90

8. Respondents ARREI and WOODS further understand that by agreeing to this Stipulation and Agreement in Settlement, the findings set forth below in the Determination of Issues become final, and that the Commissioner may charge said Respondents ARREI and WOODS, jointly and severally, for the costs of any audit conducted pursuant to Section 10148 of the Code to determine if the violations found in Paragraph II, below, of the Determination of Issues have been corrected. The maximum costs of said audit shall not exceed $6,411.90.

DETERMINATION OF ISSUES

I

The facts alleged in the Accusation filed July 30, 2009 (H-5250 SAC) are grounds for the suspension or revocation of the license and license rights of Respondents WOODS and RODRIGUEZ under the following provisions of the Code:

(a) as to Paragraph 7 under Sections 10130 and 10137 of the Code in conjunction with Section 10177(d) of the Code;

(b) as to Paragraph 8 and Respondent RODRIGUEZ, under Sections 10176(a), (b), (i) and/or 10177(g) and/or (j) of the Code;

(c) as to Paragraph 9 and Respondent RODRIGUEZ, under Section 10085.5 in conjunction with Section 10177(d) of the Code;

(d) as to Paragraph 10 under Section 10085 of the Code in conjunction with Section 10177(d) of the Code;

(e) as to Paragraph 11 under Section 10085.5 in conjunction with Section 10177(d) of the Code; and,

(f) as to Paragraph 12 under Sections 10176(i) and/or 10177(g) and/or (j);

II

The facts alleged in the Second Amended Accusation filed April 24, 2010 (H-5200 SAC) are grounds for the suspension or revocation of the licenses and license rights of Respondents ARREI and WOODS under the following provisions of the Code and/or the Regulations:

(a) as to Paragraph 8, and Respondent ARREI, under Section 10085 of the Code, and Section 2970 of the Regulations, in conjunction with Section 10177(d) of the Code;

(b) as to Paragraph 10, and Respondent ARREI, under Section 10085.5 of the Code, in conjunction with Section 10177(d) of the Code;

(c) as to Paragraph 13, and Respondents ARREI and MASER, under Section 10085 of the Code, and Section 2970 of the Regulations, in conjunction with Section 10177(d) of the Code;

(d) as to Paragraph 15, and Respondents ARREI and MASER, under Section 10085.5 of the Code, in conjunction with Section 10177(d) of the Code;

(e) as to Paragraph 16, and Respondent MASER, under Section 10146 of the Code, in conjunction Section 10177(d) of the Code;

(f) as to Paragraph 19, and Respondents ARREI and WOODS, under Section 10085 of the Code, and Section 2970 of the Regulations, in conjunction with Section 10177(d) of the Code;

(g) as to Paragraph 21, and Respondents ARREI and WOODS, under Section 10085.5 of the Code, in conjunction with Section 10177(d) of the Code;

(h) as to Paragraph 23(a), and Respondent ARREI, under Section 2832.1 of the Regulations, in conjunction with Section 10177(d) of the Code;

(i) as to Paragraph 23(b), and Respondent ARREI, under Section 2831 of the Regulations, in conjunction with Section 10177(d) of the Code;

(j) as to Paragraph 23(c), and Respondent ARREI, under Section 2831.1 of the Regulations, in conjunction with Section 10177(d) of the Code;

(k) as to Paragraph 23(d), and Respondent ARREI, under Section 2831.2 of the Regulations, in conjunction with Section 10177(d) of the Code;

(l) as to Paragraph 23(e), and Respondent ARREI, under Section 10145(g) of the Code and Section 2831.1 of the Regulations, in conjunction Section 10177(d) of the Code;

(m) as to Paragraph 23(f), and Respondent ARREI, under Section 2831 of the Regulations, in conjunction with Section 10177(d) of the Code;

(n) as to Paragraph 23(g), and Respondent ARREI, under Section 2832 of the Regulations, in conjunction with Section 10177(d) of the Code;

(o) as to Paragraph 23(h), and Respondent ARREI, under Section 10085 of the Code, and Section 2970 of the Regulations, in conjunction with Section 10177(d) of the Code;

(p) as to Paragraph 23(i), and Respondent ARREI, under Section 10146 of the Code, in conjunction Section 10177(d) of the Code;

(q) as to Paragraph 23(j), and Respondent ARREI, under Section 10146 of the Code and Section 2972 of the Regulations, in conjunction Section 10177(d) of the Code;

(r) as to Paragraph 23(k), and Respondent ARREI, under Sections 10240 and 10241 of the Code, in conjunction Section 10177(d) of the Code; and,

(s) as to Paragraph 24, and Respondent WOODS, under Sections 10177(g) and (h) and 10159.2 of the Code, and Section 2725 of the Regulations, in conjunction with Section 10177(d) of the Code.

ORDER

I

All licenses and licensing rights of Respondent ARREI under the Real Estate Law are suspended for a period of ninety (90) days from the effective date of this Order; provided, however, that:

1. Sixty (60) days of said suspension shall be stayed for two (2) years upon the following terms and conditions:

(a) Respondent shall obey all laws, rules and regulations governing the rights, duties and responsibilities of a real estate licensee in the State of California; and

(b) That no final subsequent determination be made, after hearing or upon stipulation, that cause for disciplinary action occurred within two (2) years from the effective date of this Order. Should such a determination be made, the Commissioner may, in his/her discretion, vacate and set aside the stay order and reimpose all or a portion of the stayed suspension. Should no such determination be made, the stay imposed herein shall become permanent.

2. The remaining thirty (30) days of said 90-day suspension shall be stayed upon the condition that Respondent ARREI petition pursuant to Section 10175.2 of the Code and pays

a monetary penalty pursuant to Section 10175.2 of the Code at a rate of $100.00 for each day of the suspension for a total monetary penalty of $3,000.00:

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

(b) No further cause for disciplinary action against the real estate licenses of said Respondent occurs within two (2) years from the effective date of the decision in this matter.

(c) If Respondent ARREI fails to pay the monetary penalty as provided above prior to the effective date of this Order, the stay of the suspension shall be vacated as to Respondent ARREI and the order of suspension shall be immediately executed, under this Paragraph I of this Order, in which event Respondent ARREI shall not be entitled to any repayment nor credit, prorated or otherwise, for the money paid to the Department under the terms of this Order.

(d) If Respondent ARREI pays the monetary penalty and any other moneys due under this Stipulation and Agreement and if no further cause for disciplinary action against the real estate license of Respondent ARREI occurs within two (2) years from the effective date of this Order, the entire stay hereby granted under Paragraphs I and II of this Order, as to Respondent ARREI only, shall become permanent.

7. Respondents understand that by agreeing to this Stipulation and Agreement, Respondents ARREI and WOODS jointly and severally agree to pay, pursuant to Section 10148 of the Code, the cost of the audit which resulted in the determination that Respondents ARREI and WOODS committed the trust fund violations found in Paragraph II, above, of the Determination of Issues. The amount of said costs is $6,411.90.

8. Respondents ARREI and WOODS, jointly and severally, shall pay the Commissioner's costs, not to exceed $6,411.90, of any audit conducted pursuant to Section 10148 of the Code to determine if Respondents have corrected the violations described in

Paragraph II of the Determination of Issues, above. In calculating the amount of the Commissioner's reasonable cost, the Commissioner may use the estimated average hourly salary for all persons performing audits of real estate brokers, and shall include an allocation for travel time to and from the auditor's place of work. Respondents shall pay such cost within 60 days of receiving an invoice therefore from the Commissioner detailing the activities performed during the audit and the amount of time spent performing those activities. If Respondents fail to pay such cost within the 60 days, the Commissioner may in his/her discretion indefinitely suspend all license and licensing rights of Respondent ARREI under the Real Estate Law until payment is made in full or until Respondent ARREI enters into an agreement satisfactory to the Commissioner to provide for payment. Upon payment in full, the indefinite suspension provided in this paragraph shall be stayed.

II

A. All licenses and licensing rights of Respondent WOODS under the Real Estate Law are suspended until such time as Respondent WOODS provides proof satisfactory to the Commissioner that Respondent WOODS has, within one hundred twenty (120) days prior to the effective date of the Decision herein completed the continuing education course on trust fund accounting and handling specified in subdivision (a) of Section 10170.5 of the Code.

B. All licenses and licensing rights of Respondent WOODS under the Real Estate Law are suspended for a period of ninety (90) days from the effective date of this Order; provided, however, that:

1. Sixty (60) days of said suspension shall be stayed for two (2) years upon the following terms and conditions:

a. Respondent WOODS shall obey all laws, rules and regulations governing the rights, duties and responsibilities of a real estate licensee in the State of California; and

b. That no final subsequent determination be made, after hearing or upon stipulation, that cause for disciplinary action occurred within two (2) years from the effective date of this Order. Should such a determination be made, the Commissioner may, in his/her discretion, vacate and set aside the stay order and reimpose all or a portion of the stayed suspension. Should no such determination be made, the stay imposed herein shall become permanent.

2. The remaining thirty (30) days of said 90-day suspension shall be stayed upon the condition that Respondent WOODS petition pursuant to Section 10175.2 of the Code and pays a monetary penalty pursuant to Section 10175.2 of the Code at a rate of $100.00 for each day of the suspension for a total monetary penalty of $3,000.00:

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

b. No further cause for disciplinary action against the real estate licenses of said Respondent WOODS occurs within two (2) years from the effective date of the Decision in this matter.

c. If Respondent WOODS fails to pay the monetary penalty as provided above prior to the effective date of this Order, the stay of the suspension shall be vacated as to Respondent WOODS and the order of suspension shall be immediately executed, under this Paragraph II of this Order, in which event Respondent WOODS shall not be entitled to any repayment nor credit, prorated or otherwise, for the money paid to the Department under the terms of this Order.

d. If Respondent WOODS pays the monetary penalty and any other moneys due under this Stipulation and Agreement and if no further cause for disciplinary action against the real estate license of Respondent WOODS occurs within two (2) years from the

effective date of this Order, the entire stay hereby granted under Paragraphs I and II of this Order, as to Respondent WOODS only, shall become permanent.

3. Respondents WOODS and ARREI understand that by agreeing to this Stipulation and Agreement, Respondents jointly and severally agree to pay, pursuant to Section 10148 of the Code, the cost of the audit which resulted in the determination that Respondents committed the trust fund violation(s) found in Paragraph II, above, of the Determination of Issues. The amount of said costs is $6,411.90.

4. Respondents ARREI and WOODS, jointly and severally, shall pay the Commissioner's costs, not to exceed $6,411.90, of any audit conducted pursuant to Section 10148 of the Code to determine if Respondents have corrected the violations described in Paragraph II of the Determination of Issues, above. In calculating the amount of the Commissioner's reasonable cost, the Commissioner may use the estimated average hourly salary for all persons performing audits of real estate brokers, and shall include an allocation for travel time to and from the auditor's place of work. Respondents shall pay such cost within 60 days of receiving an invoice therefore from the Commissioner detailing the activities performed during the audit and the amount of time spent performing those activities. If Respondents fail to pay such cost within the 60 days, the Commissioner may in his/her discretion indefinitely suspend all license and licensing rights of Respondent ARREI under the Real Estate Law until payment is made in full or until Respondent ARREI enters into an agreement satisfactory to the Commissioner to provide for payment. Upon payment in full, the indefinite suspension provided in this paragraph shall be stayed.

III

All licenses and licensing rights of Respondent RODRIGUEZ under the Real Estate Law are suspended for a period of ninety (90) days from the effective date of this Order; provided, however, that:

1. Sixty (60) days of said suspension shall be stayed for two (2) years upon the following terms and conditions:

(a) Respondent shall obey all laws, rules and regulations governing the rights, duties and responsibilities of a real estate licensee in the State of California; and

(b) That no final subsequent determination be made, after hearing or upon stipulation, that cause for disciplinary action occurred within two (2) years from the effective date of this Order. Should such a determination be made, the Commissioner may, in his/her discretion, vacate and set aside the stay order and reimpose all or a portion of the stayed suspension. Should no such determination be made, the stay imposed herein shall become permanent.

2. The remaining thirty (30) days of said 90-day suspension shall be stayed upon the condition that Respondent RODRIGUEZ petition pursuant to Section 10175.2 of the Code and pays a monetary penalty pursuant to Section 10175.2 of the Code at a rate of $50.00 for each day of the suspension for a total monetary penalty of $1,500.00:

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

(b) No further cause for disciplinary action against the real estate licenses of said Respondent occurs within two (2) years from the effective date of the decision in this matter.

(c) If Respondent RODRIGUEZ fails to pay the monetary penalty as provided above prior to the effective date of this Order, the stay of the suspension shall be vacated as to Respondent RODRIGUEZ and the order of suspension shall be immediately executed, under this Paragraph I of this Order, in which event Respondent RODRIGUEZ shall not be entitled to any repayment nor credit, prorated or otherwise, for the money paid to the Department under the terms of this Order.

(d) If Respondent RODRIGUEZ pays the monetary penalty and any other moneys due under this Stipulation and Agreement and if no further cause for disciplinary action against the real estate license of Respondent RODRIGUEZ occurs within two (2) years from the effective date of this Order, the entire stay hereby granted under Paragraphs I and II of this Order, as to Respondent RODRIGUEZ only, shall become permanent.

8-17-10
DATED

MARY F. CLARKE, Counsel
DEPARTMENT OF REAL ESTATE

* * *

I have read the Stipulation and Agreement 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.

8-16-10
DATED

AMERICAN RIVER REAL ESTATE, INC.
Respondent

By:
SCOTT WOODS
Designated Officer - Broker

8-16-10
DATED

SCOTT WOODS
Respondent

8-16-10
DATED

GINA RODRIGUEZ
Respondent

* * *

I have reviewed the Stipulation and Agreement as to form and content and have advised my clients accordingly.

DATED

MARC A. FISHER
Attorney for Respondent

* * *

The foregoing Stipulation and Agreement in Settlement and Order is hereby adopted by me as my Decision in this matter and shall become effective at 12 o'clock noon on _____.

IT IS SO ORDERED _____

Real Estate Commissioner

DATED

SCOTT WOODS
Respondent

DATED

GINA RODRIGUEZ
Respondent

* * *

I have reviewed the Stipulation and Agreement as to form and content and have advised my clients accordingly.

8/16/10
DATED

MARC A. FISHER
Attorney for Respondent

* * *

The foregoing Stipulation and Agreement in Settlement and Order is hereby adopted by me as my Decision in this matter and shall become effective at 12 o'clock noon on August 18, 2011

IT IS SO ORDERED 7/28/11

BARBARA J. BIGBY
Acting Real Estate Commissioner

08/16/2010 MON 16:06 [JOB NO. 5121] 001

DEPARTMENT OF REAL ESTATE
P. O. Box 187007
Sacramento, CA 95818-7007

Telephone: (916) 227-0789

FILED

SEP 15 2010

DEPARTMENT OF REAL ESTATE

By K. Contreras

BEFORE THE

DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of AMERICAN RIVER REAL ESTATE, INC., A Corporation, SCOTT WOODS, and LOUIS MASER, Respondents.	NO. H-5200 SAC STIPULATION AND AGREEMENT IN SETTLEMENT AND ORDER (as to LOUIS MASER only)

It is hereby stipulated by and between Respondent LOUIS MASER (herein "Respondent" or "Respondent MASER") and the Complainant, acting by and through Mary F. Clarke, Counsel for the Department of Real Estate (herein "the Department"), as follows for the purpose of settling and disposing of the Second Amended Accusation filed on April 24, 2010, in this matter:

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

2. Respondent MASER has received, read and understands the Statement to Respondent, the Discovery Provisions of the APA, and the Second Amended Accusation filed by the Department in this proceeding.

3. A Notice of Defense was filed on May 14, 2009, by Respondent MASER pursuant to Section 11505 of the Government Code for the purpose of requesting a hearing on the allegations in the Second Amended Accusation. Respondent MASER hereby freely and voluntarily withdraws said Notice of Defense. Respondent MASER acknowledges he understands that by withdrawing said Notice of Defense he will thereby waive his right to require the Commissioner to prove the allegations in the Second Amended Accusation at a contested hearing held in accordance with the provisions of the APA and that he will waive other rights afforded to him in connection with the hearing such as the right to present evidence in defense of the allegations in the Second Amended Accusation and the right to cross-examine witnesses.

4. Respondent MASER, pursuant to the limitations set forth below, hereby admits that the factual allegations pertaining to him in the Second Amended Accusation filed in this proceeding are true and correct, and the Real Estate Commissioner shall not be required to provide further evidence of such allegations.

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

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

DETERMINATION OF ISSUES

I

The acts and omissions of Respondent MASER, as described in the Second Amended Accusation are grounds for the suspension or revocation of the licenses and license rights of Respondent MASER under the following provisions of the California Business and Professions Code (herein "the Code") and/or Chapter 6, Title 10, California Code of Regulations (herein "the Regulations"):

(a) as to Paragraph 15, under Section 10085 of the Code, and Section 2970 of the Regulations, in conjunction with Section 10177(d) of the Code;

(b) as to Paragraph 17, under Section 10085.5 of the Code, in conjunction with Section 10177(d) of the Code; and,

(c) as to Paragraph 18, under Section 10146 of the Code, in conjunction Section 10177(d) of the Code;

ORDER

A. All licenses and licensing rights of Respondent MASER under the Real Estate Law are suspended until such time as Respondent MASER provides proof satisfactory to the Commissioner that Respondent MASER has, within one hundred twenty (120) days prior to the effective date of the Decision herein completed the continuing education course on trust fund accounting and handling specified in subdivision (a) of Section 10170.5 of the Code.

B. All licenses and licensing rights of Respondent MASER under the Real Estate Law are suspended for a period of ninety (90) days from the effective date of this Order; provided, however, that:

1. Sixty (60) days of said suspension shall be stayed for two (2) years upon the following terms and conditions:

(a) Respondent MASER shall obey all laws, rules and regulations governing the rights, duties and responsibilities of a real estate licensee in the State of California; and,

(b) That no final subsequent determination be made, after hearing or upon stipulation, that cause for disciplinary action occurred within two (2) years from the effective date of this Order. Should such a determination be made, the Commissioner may, in his discretion, vacate and set aside the stay order and reimpose all or a portion of the stayed suspension. Should no such determination be made, the stay imposed herein shall become permanent.

2. The remaining thirty (30) days of said 90-day suspension shall be stayed upon the condition that Respondent MASER petition pursuant to Section 10175.2 of the Code and pay a monetary penalty pursuant to Section 10175.2 of the Code at a rate of $100.00 for each day of the suspension for a total monetary penalty of $3,000.00:

(a) Said payment shall be in the form of a cashier's check or certified check made payable to the Recovery Account of the Real Estate Fund. Said check must be delivered to the Department prior to the effective date of the Order in this matter.

(b) No further cause for disciplinary action against the real estate licenses of Respondent MASER occurs within two (2) years from the effective date of the Decision in this matter.

(c) If Respondent MASER fails to pay the monetary penalty as provided above prior to the effective date of this Order, the stay of the suspension shall be vacated as to Respondent MASER and the order of suspension shall be immediately executed under this Order, in which event Respondent MASER shall not be entitled to any repayment nor credit, prorated or otherwise, for any money paid to the Department under the terms of this Order.

(d) If Respondent MASER pays the monetary penalty and any other moneys due under this Stipulation and Agreement in Settlement and if no further cause for disciplinary action against the real estate license of Respondent occurs within two (2) years from the effective date of this Order, the entire stay hereby granted under this Order shall become permanent.

3. Respondent MASER shall, within six (6) months from the effective date of the Order, take and pass the Professional Responsibility Examination administered by the

Department, including the payment of the appropriate examination fee. If Respondent MASER fails to satisfy this condition, the Commissioner may order the suspension of the license until Respondent MASER passes the examination.

8-4-10
DATED

MARY F. CLARKE, Counsel
DEPARTMENT OF REAL ESTATE

* * *

I have read the Stipulation and Agreement in Settlement 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 APA (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 Second Amended 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.

8/3/10
DATED

LOUIS MASER, Respondent

***

The foregoing Stipulation and Agreement in Settlement and Order is hereby adopted by me as my Decision in this matter and shall become effective at 12 o'clock noon on October 5, 2010.

IT IS SO ORDERED 8/31, 2010.

JEFF DAVI
Real Estate Commissioner

MARY F. CLARKE, Counsel (SBN 186744)
Department of Real Estate
P. O. Box 187007
Sacramento, CA 95818-7007

Telephone: (916) 227-0789
-or- (916) 227-0780 (Direct)

FILED

APR 24 2010

DEPARTMENT OF REAL ESTATE

By D. Contreras

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of AMERICAN RIVER REAL ESTATE, INC., a Corporation, SCOTT WOODS, and LOUIS MASER, Respondents.	NO. H-5200 SAC SECOND AMENDED ACCUSATION

The Complainant, TRICIA SOMMERS, a Deputy Real Estate Commissioner of the State of California, for Second Amended Accusation against AMERICAN RIVER REAL ESTATE, INC. (herein "ARREI") dba Loan Redux and dba Golden Lending, SCOTT WOODS (herein "WOODS"), and LOUIS MASER (herein "MASER") dba Diversified Realty (herein collectively "Respondents"), is informed and alleges as follows:

1

The Complainant makes this Second Amended Accusation against Respondents in her official capacity.

2

At all times herein mentioned, ARREI was and now is licensed by the State of California Department of Real Estate (herein the "Department") as a corporate real estate broker

by and through WOODS as designated officer-broker of ARREI to qualify said corporation and to act for said corporation as a real estate broker.

3

At all times herein mentioned, WOODS was and now is licensed by the Department as a real estate broker, individually and as designated officer-broker of ARREI. As said designated officer-broker, WOODS was at all times mentioned herein responsible pursuant to Section 10159.2 of the California Business and Professions Code (herein the "Code") for the supervision of the activities of the officers, agents, real estate licensees, and employees of ARREI for which a license is required. WOODS' dba, Loan Redux, is affiliated with MASER's dba, Diversified Realty.

4

At all times herein mentioned, MASER was and now is licensed by the Department as a real estate broker. MASER's dba, Diversified Realty, is affiliated with WOODS' dba, Loan Redux.

5

At all times herein mentioned Respondents engaged in the business of, acted in the capacity of, advertised, or assumed to act as a real estate brokers on behalf of others, for compensation or in expectation of compensation within the State of California within the meaning of Sections:

(a) 10131(a) of the Code, including the operation and conduct of a real estate brokerage with the public wherein Respondents sold or offered to sell, purchased or offered to purchase, solicited prospective sellers and purchasers of, solicited or obtained listings of, or negotiated the purchase, sale or exchange of real property or a business opportunity; and

(b) 10131(d) of the Code, including the operation and conduct of a mortgage loan brokerage with the public wherein Respondents solicited borrowers or lenders for or negotiated loans or collected payments or performed services

for borrowers or lenders or note owners in connection with loans secured directly or collaterally by liens on real property.

6

In so acting as real estate brokers, Respondents accepted or received funds in trust (herein "trust funds") from or on behalf of sellers, purchasers, lenders, investors, borrowers and/or others in connection with the activities described in Paragraph 5, above, and thereafter from time to time made disbursements of said trust funds.

7

The aforesaid trust funds accepted or received by Respondent ARREI were deposited or caused to be deposited by Respondent ARREI into one or more bank accounts (herein "trust fund accounts") maintained by Respondent ARREI for the handling of trust funds at the Saint Paul, Minnesota, branch of USbank but not necessarily limited to the following accounts:

(a) "American River Real Estate Inc.," account number 1 534 5813 6964 (herein "Account #1"); and,

(b) "KI System, LLC; dba Loan Redux" account number 1 534 9044 8492 (herein "Account #2")

FIRST CAUSE OF ACCUSATION

8

The allegations of Paragraphs 1 through 6 are incorporated herein by reference.

9

On about January 29, 2009, Respondent ARREI entered into two (2) Fee Agreements for Loan Modification Services with Kelly Mann (herein "MANN") and Laurie Madden (herein "MADDEN") for the following properties:

(a) 8445 Barton Rd., Granite Bay, CA 95746 (herein "Barton property"); and

(b) 8445 Barton Rd., Lot B, Granite Bay, CA 95746 (herein "Lot B").

\\\

10

At all times herein mentioned, Respondent ARREI failed to submit to the Department any or all materials used in advanced fee agreements, including but not limited to the contract form, any letters or cards used to solicit prospective sellers, and radio and television advertising, at least 10 calendar days before it was used in obtaining the advance fee agreements described in Paragraph 9, above, in violation of Section of 10085 of the Code and Section 2970 of Title 10, Chapter 6 of the California Code of Regulations (herein "the Regulations").

11

On about February 6, 2009, Respondent ARREI billed MANN, on Invoice #1030 in connection with the Barton properties: $400.00 for "Packaging Processing/Submission" and $1,200.00 for "Balance Due Upon Completion".

12

At all times herein mentioned, Respondent ARREI claimed, and/or demanded, and/or charged MANN for performing services in connection with loans to be secured directly or collaterally by a lien on real property, as described in Paragraphs 9 and 11, above, before MANN became obligated to complete the loan, in violation of Section 10085.5 of the Code.

SECOND CAUSE OF ACCUSATION

13

The allegations of Paragraphs 1 through 12 are incorporated herein by reference.

14

On about February 6, 2009, Respondent ARREI through Loan Redux, and MASER through Diversified Realty, entered into two (2) loan modification agreements with Sheila Evans (herein "EVANS") for the following properties:

(a) 665 La Paloma Rd., El Sobrante, CA (herein "La Paloma property"); and

(b) 5749 El Camino Ave., Carmichael, CA (herein "El Camino property").

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\\\

15

At all times herein mentioned, Respondents ARREI and MASER failed to submit to the Department any or all materials used in advanced fee agreements, such as those described in Paragraph 10, above, at least 10 calendar days before it was used in obtaining the advance fee agreement described in Paragraph 14, above, in violation of Section of 10085 of the Code and Section 2970 of the Regulations.

16

On about February 5, 2009, MASER collected the following advance fees from EVANS: $1,500.00 for the La Paloma property; and $2,000.00 for the El Camino property.

17

At all times herein mentioned, Respondents ARREI and MASER claimed, demanded, charged, and collected advance fees from EVANS for performing services in connection with loans to be secured directly or collaterally by a lien on real property, as described in Paragraphs 14 and 16, above, before EVANS became obligated to complete the loan, in violation of Section 10085.5 of the Code.

18

At all times herein mentioned, Respondent MASER failed to deposit said advance fees, as described in Paragraph 16, above, into a trust account with a bank or other recognized depository, in violation of Section 10146 of the Code.

THIRD CAUSE OF ACCUSATION

19

The allegations of Paragraphs 1 through 18 are incorporated herein by reference.

20

On about December 29, 2008, Respondent ARREI through Loan Redux, and WOODS, entered into a loan modification agreement with Christine Pena (herein "PENA") for PENA's home located on 2004 Terrace Dr. (herein "Terrace Dr. Property"), Sacramento, CA 95825.

21

At all times herein mentioned, Respondents ARREI and WOODS failed to submit to the Department any or all materials used in advanced fee agreements, such as those described in Paragraph 10, above, at least 10 calendar days before it was used in obtaining the advance fee agreement described in Paragraph 20, above, in violation of Section of 10085 of the Code and Section 2970 of the Regulations.

22

On about December 29, 2008, WOODS collected advance fees from PENA in the amount of $1,300.00 for the Terrace Dr. Property.

23

At all times herein mentioned, Respondents ARREI and WOODS claimed, demanded, charged, and collected advance fees from PENA for performing services in connection with a loan to be secured directly or collaterally by a lien on real property, as described in Paragraphs 20 through 22, above, in violation of Section 10085.5 of the Code.

FOURTH CAUSE OF ACCUSATION

24

The allegations of Paragraphs 1 through 23 are incorporated herein by reference.

25

Between about May 1, 2008 and about June 30, 2009, in connection with the collection and disbursement of said trust funds, Respondent ARREI:

(a) caused, suffered or permitted the balance of funds in Account #1 to be reduced to amounts less than the liability of ARREI resulting in an account fund shortage on about June 30, 2009, in the amount of $5,050.00, without the written consent of every principal who is owner of the funds in the account, in violation of Section 2832.1 of the Regulations;

(b) failed to keep a columnar record in chronological sequence of all trust funds received and disbursed from Accounts #1 and #2 containing all the information required by Section 2831 of the Regulations;

(c) failed to keep a separate record for each beneficiary or transaction for Accounts #1 and #2 containing all the information required by Section 2831.1 of the Regulations;

(d) failed to reconcile at least once a month, the balance of all separate beneficiary or transaction records with Accounts #1 and #2, as required by Section 2831.2 of the Regulations;

(e) failed to maintain a separate record of the receipt and disposition of all trust funds deposited into Account #1 as required by Section 10145(g) of the Code and Section 2831.1 of the Regulations, in that Account #1 contained unidentified funds in the amount of $991.86;

(f) failed to maintain a record of all trust funds received and disbursed from Account #1 as required by Section 2831 of the Regulations, in that Account #1 contained unidentified funds as described in Paragraph 25(e), above;

(g) failed to place trust funds entrusted to Respondent ARREI into the hands of a principal on whose behalf the funds were received, into a neutral escrow depository, or into a trust fund account in the name of Respondent ARREI as trustee at a bank or other financial institution, as required by Section 10145 of the Code and Section 2832 of the Regulations, in that Respondent ARREI placed such funds in Accounts #1 and #2;

(h) collected advance fees from the following borrowers without first submitting materials described in Paragraph 10, above, to the Department in violation of Section 10085 of the Code and Section 2970 of the Regulations:

Borrower	Property Address	Date	Amount
Brissette Lawrence	5741 Wildwood Dr. Marysville, CA 95901	8/8/08	$1,250
Michelle Ramirez	6942 Rawley Elk Grove, CA 95757	8/23/08	$1,250
Evelyn Nielsen	2547 Hydrangea Stockton, CA 95212;	10/12/08	$1,250
Brian Silva	224 Lenader Ct. Roseville, CA 95747	11/20/08	$1,300
Mark Solich	11409 Petton Place Gold River, CA 95670	3/26/09	$ 500
Mohamed Saderi	8780 Sunset Ave. Fair Oaks, CA 95628	4/2/09	$ 750
Monica Garcia	6710 22nd St. Rio Linda, CA;	6/15/09	$ 750

(i) failed to deposit advanced fees, described in Paragraph 25(h), above, into a trust account, in violation of Section 10146 of the Code;

(j) failed to provide quarterly reports to borrowers, described in Paragraph 25(h), above, as required by Section 10146 of the Code and Section 2972 of the Regulations; and,

(k) failed to provide a mortgage loan disclosure statement and/or good faith estimate containing all of the information required by Sections 10240 and 10241 of the Code, for the Jennifer Hoffman loan (600505733).

26

At all times mentioned herein, Respondent WOODS failed to exercise reasonable supervision over the acts of Respondent ARREI and its agents and employees in such a manner as to allow the acts and omissions on the part of ARREI, described above, to occur, in violation of Sections 10177(g) and (h) and 10159.2 of the Code, and Section 2725 of the Regulations.

27

The facts alleged above are grounds for the suspension or revocation of the licenses and license rights of Respondents under the following provisions of the Code and/or the Regulations:

(a) as to Paragraph 10, and Respondent ARREI, under Section 10085 of the Code, and Section 2970 of the Regulations, in conjunction with Section 10177(d) of the Code;

(b) as to Paragraph 12, and Respondent ARREI, under Section 10085.5 of the Code, in conjunction with Section 10177(d) of the Code;

(c) as to Paragraph 15, and Respondents ARREI and MASER, under Section 10085 of the Code, and Section 2970 of the Regulations, in conjunction with Section 10177(d) of the Code;

(d) as to Paragraph 17, and Respondents ARREI and MASER, under Section 10085.5 of the Code, in conjunction with Section 10177(d) of the Code;

(e) as to Paragraph 18, and Respondent MASER, under Section 10146 of the Code, in conjunction Section 10177(d) of the Code;

(f) as to Paragraph 21, and Respondents ARREI and WOODS, under Section 10085 of the Code, and Section 2970 of the Regulations, in conjunction with Section 10177(d) of the Code;

(g) as to Paragraph 23, and Respondents ARREI and WOODS, under Section 10085.5 of the Code, in conjunction with Section 10177(d) of the Code;

(h) as to Paragraph 25(a) and Respondent ARREI, under Section 2832.1 of the Regulations, in conjunction with Section 10177(d) of the Code;

(i) as to Paragraph 25(b), and Respondent ARREI, under Section 2831 of the Regulations, in conjunction with Section 10177(d) of the Code;

(j) as to Paragraph 25(c), and Respondent ARREI, under Section 2831.1 of the Regulations, in conjunction with Section 10177(d) of the Code;

(k) as to Paragraph 25(d), and Respondent ARREI, under Section 2831.2 of the Regulations, in conjunction with Section 10177(d) of the Code;

(l) as to Paragraph 25(e), and Respondent ARREI, under Section 10145(g) of the Code and Section 2831.1 of the Regulations, in conjunction Section 10177(d) of the Code;

(m) as to Paragraph 25(f), and Respondent ARREI, under Section 2831 of the Regulations, in conjunction with Section 10177(d) of the Code;

(n) as to Paragraph 25(g), and Respondent ARREI, under Section 2832 of the Regulations, in conjunction with Section 10177(d) of the Code;

(o) as to Paragraph 25(h), and Respondent ARREI, under Section 10085 of the Code, and Section 2970 of the Regulations, in conjunction with Section 10177(d) of the Code;

(p) as to Paragraph 25(i), and Respondent ARREI, under Section 10146 of the Code, in conjunction Section 10177(d) of the Code;

(q) as to Paragraph 25(j), and Respondent ARREI, under Section 10146 of the Code and Section 2972 of the Regulations, in conjunction Section 10177(d) of the Code;

(r) as to Paragraph 25(k), and Respondent ARREI, under Sections 10240 and 10241 of the Code, in conjunction Section 10177(d) of the Code; and,

(s) as to Paragraph 26, and Respondent WOODS, under Sections 10177(g) and (h) and 10159.2 of the Code, and Section 2725 of the Regulations, in conjunction with Section 10177(d) of the Code.

WHEREFORE, Complainant prays that a hearing be conducted on the allegations of this Second Amended 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 applicable provisions of law.

Tricia Sommers

TRICIA SOMMERS
Deputy Real Estate Commissioner

Dated at Sacramento, California,
this 24th day of March, 2010.

MARY F. CLARKE, Counsel (SBN 186744)
Department of Real Estate
P. O. Box 187007
Sacramento, CA 95818-7007

Telephone: (916) 227-0789
-or- (916) 227-0780 (Direct)

FILED

SEP 29 2009

DEPARTMENT OF REAL ESTATE

By K. Contreras

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of AMERICAN RIVER REAL ESTATE, INC., a Corporation, SCOTT WOODS, and LOUIS MASER, Respondents.	NO. H-5200 SAC FIRST AMENDED ACCUSATION

The Complainant, TRICIA SOMMERS, a Deputy Real Estate Commissioner of the State of California, for First Amended Accusation against AMERICAN RIVER REAL ESTATE, INC., (herein "ARREI") dba Loan Redux, SCOTT WOODS (herein "WOODS"), and LOUIS MASER (herein "MASER") dba Diversified Realty (herein collectively "Respondents"), is informed and alleges as follows:

1

The Complainant makes this First Amended Accusation against Respondents in her official capacity.

2

At all times herein mentioned, ARREI was and now is licensed by the State of California Department of Real Estate (herein the "Department") as a corporate real estate broker

by and through WOODS as designated officer-broker of ARREI to qualify said corporation and to act for said corporation as a real estate broker.

3

At all times herein mentioned, WOODS was and now is licensed by the Department as a real estate broker, individually and as designated officer-broker of ARREI. As said designated officer-broker, WOODS was at all times mentioned herein responsible pursuant to Section 10159.2 of the California Business and Professions Code (herein the "Code") for the supervision of the activities of the officers, agents, real estate licensees, and employees of ARREI for which a license is required. WOODS' dba, Loan Redux, is affiliated with MASER's dba, Diversified Realty.

4

At all times herein mentioned, MASER was and now is licensed by the Department as a corporate real estate broker. MASER's dba, Diversified Realty, is affiliated with WOODS' dba, Loan Redux.

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 within the State of California within the meaning of Section 10131(d) of the Code, including the operation and conduct of a mortgage loan brokerage with the public wherein, on behalf of others, for compensation or in expectation of compensation, Respondents solicited lenders or borrowers for or negotiated loans or collected payments or performed services for borrowers or lenders or note owners in connection with loans secured directly or collaterally by liens on real property or on a business opportunity.

FIRST CAUSE OF ACCUSATION

6

On about January 29, 2009, Respondent ARREI entered into two (2) Fee Agreements for Loan Modification Services with Kelly Mann (herein "MANN") and Laurie Madden (herein "MADDEN") for properties located at:

a) 8445 Barton Rd., Granite Bay, CA 95746 (herein "Barton property"); and

b) 8445 Barton Rd., Lot B, Granite Bay, CA 95746 (herein "Lot B").

7

On about February 6, 2009, Respondent ARREI billed MANN, on Invoice #1030 in connection with the Barton property: $400.00 for "Packaging Processing / Submission" and $1,200.00 for "Balance Due Upon Completion".

8

At all times herein mentioned, Respondent ARREI failed to submit to the Department any or all materials used in advanced fee agreements, including but not limited to the contract form, any letters or cards used to solicit prospective sellers, and radio and television advertising, at least 10 calendar days before it was used in obtaining said advance fee agreement, as described in Paragraph 6, above, in violation of Section of 10085 of the Code and Section 2970 of Title 10, Chapter 6 of the California Code of Regulations (herein "the Regulations").

9

At all times herein mentioned, Respondent ARREI claimed, and/or demanded, and/or charged MANN for performing services in connection with loans to be secured directly or collaterally by a lien on real property, as described in Paragraphs 6 and 7, above, before MANN became obligated to complete the loan, in violation of Section 10085.5 of the Code.

SECOND CAUSE OF ACCUSATION

10

The allegations of Paragraphs 1 through 9 are incorporated herein by reference.

11

On about February 6, 2009, Respondent ARREI through Loan Redux, and MASER through Diversified Realty, entered into two (2) loan modification agreements with Sheila Evans (herein "EVANS") and her lenders for properties located at:

a) 665 La Paloma Rd., El Sobrante, CA (herein "La Paloma property"); and

b) 5749 El Camino Ave., Carmichael, CA (herein "El Camino property").

12

On about February 5, 2009, MASER collected advance fees from EVANS: $1,500 for the La Paloma property; and $2,000 for the El Camino property.

13

At all times herein mentioned, Respondents ARREI and MASER failed to submit to the Department any or all materials used in advanced fee agreements, including but not limited to the contract form, any letters or cards used to solicit prospective sellers, and radio and television advertising, at least 10 calendar days before it was used in obtaining said advance fee agreement, as described in Paragraph 11, above, in violation of Section of 10085 of the Code and Section 2970 of the Regulations.

14

At all times herein mentioned, Respondents ARREI and MASER claimed, demanded, charged, and collected advance fees from EVANS for performing services in connection with loans to be secured directly or collaterally by a lien on real property, as described in Paragraphs 11 and 12, above, before EVANS became obligated to complete the loan, in violation of Section 10085.5 of the Code.

15

At all times herein mentioned, Respondent MASER failed to deposit said advance fees, as described in Paragraph 12, above, into a trust account with a bank or other recognized depository, in violation of Section 10146 of the Code.

16

At all times mentioned herein, Respondent WOODS failed to exercise reasonable supervision over the acts of Respondent ARREI and its agents and employees in such a manner as to allow the acts and omissions on the part of ARREI, described above, to occur.

17

The facts alleged above are grounds for the suspension or revocation of the licenses and license rights of Respondents under the following provisions of the Code and/or the Regulations:

(a) as to Paragraph 8, and Respondent ARREI, under Section 10085 of the Code, and Section 2970 of the Regulations, in conjunction with Section 10177(d) of the Code;

(b) as to Paragraph 9, and Respondent ARREI, under Section 10085.5 of the Code, in conjunction with Section 10177(d) of the Code;

(c) as to Paragraph 13, and Respondents ARREI and MASER, under Section 10085 of the Code, and Section 2970 of the Regulations, in conjunction with Section 10177(d) of the Code;

(d) as to Paragraph 14, and Respondents ARREI and MASER, under Section 10085.5 of the Code, in conjunction with Section 10177(d) of the Code;

(e) as to Paragraph 15, and Respondent MASER, under Section 10146 of the Code, in conjunction Section 10177(d) of the Code; and,

(f) as to Paragraph 16, and Respondent WOODS, under Section 10177(g) and (h) of the Code, Section 10159.2 of the Code, and Section 2725 of the Regulations, in conjunction with Section 10177(d) of the Code.

WHEREFORE, Complainant prays that a hearing be conducted on the allegations of this First Amended 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 applicable provisions of law.

Tricia Sommers

TRICIA SOMMERS
Deputy Real Estate Commissioner

Dated at Sacramento, California,
this 28th day of September, 2009.

MARY F. CLARKE, Counsel (SBN 186744)
Department of Real Estate
P. O. Box 187007
Sacramento, CA 95818-7007

Telephone: (916) 227-0789
-or- (916) 227-0780 (Direct)

FILED

APR 23 2009

DEPARTMENT OF REAL ESTATE

By D. Contreras

BEFORE THE

DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of AMERICAN RIVER REAL ESTATE, INC., a Corporation, SCOTT WOODS, and LOUIS MASER, Respondents.	NO. H- 5200 SAC ACCUSATION

The Complainant, JOE M. CARRILLO, a Deputy Real Estate Commissioner of the State of California, for Accusation against AMERICAN RIVER REAL ESTATE, INC., (herein "ARREI") dba Loan Redux, SCOTT WOODS (herein "WOODS"), and LOUIS MASER (herein "MASER") dba Diversified Realty (herein collectively "Respondents"), is informed and alleges as follows:

1

The Complainant makes this Accusation against Respondents in his official capacity.

2

At all times herein mentioned, ARREI was and now is licensed by the State of California Department of Real Estate (herein the "Department") as a corporate real estate broker by and through WOODS as designated officer-broker of ARREI to qualify said corporation and to act for said corporation as a real estate broker.

3

At all times herein mentioned, WOODS was and now is licensed by the Department as a real estate broker, individually and as designated officer-broker of ARREI. As said designated officer-broker, WOODS was at all times mentioned herein responsible pursuant to Section 10159.2 of the California Business and Professions Code (herein the "Code") for the supervision of the activities of the officers, agents, real estate licensees, and employees of ARREI for which a license is required. WOODS' dba, Loan Redux, is affiliated with MASER's dba, Diversified Realty.

4

At all times herein mentioned, MASER was and now is licensed by the Department as a corporate real estate broker. MASER's dba, Diversified Realty, is affiliated with WOODS' dba, Loan Redux.

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 within the State of California within the meaning of Section 10131(d) of the Code, including the operation and conduct of a mortgage loan brokerage with the public wherein, on behalf of others, for compensation or in expectation of compensation, Respondents solicited lenders or borrowers for or negotiated loans or collected payments or performed services for borrowers or lenders or note owners in connection with loans secured directly or collaterally by liens on real property or on a business opportunity.

\\\

FIRST CAUSE OF ACCUSATION

6

On about January 29, 2009, Respondent ARREI entered into two (2) Fee Agreements for Loan Modification Services with Kelly Mann (herein "MANN") and Laurie Madden (herein "MADDEN") for properties located at:

a) 8445 Barton Rd., Granite Bay, CA 95746 (herein "Barton property"); and

b) 8445 Barton Rd., Lot B, Granite Bay, CA 95746 (herein "Lot B").

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On about February 6, 2009, Respondent ARREI billed MANN, on Invoice #1030 in connection with the Barton property: $400.00 for "Packaging Processing / Submission" and $1,200.00 for "Balance Due Upon Completion".

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9

At all times herein mentioned, Respondent ARREI claimed, and/or demanded, and/or charged MANN for performing services in connection with loans to be secured directly or collaterally by a lien on real property, as described in Paragraphs 6 and 7, above, before MANN became obligated to complete the loan, in violation of Section 10085.5 of the Code.

SECOND CAUSE OF ACCUSATION

10

The allegations of Paragraphs 1 through 9 are incorporated herein by reference.

\\\

11

On about February 6, 2009, Respondent ARREI through Loan Redux, and MASER through Diversified Realty, entered into two (2) loan modification agreements with Sheila Evans (herein "EVANS") and her lenders for properties located at:

a) 665 La Paloma Rd., El Sobrante, CA (herein "La Paloma property"); and

b) 5749 El Camino Ave., Carmichael, CA (herein "El Camino property").

12

On about February 5, 2009, MASER collected advance fees from EVANS: $1,500 for the La Paloma property; and $2,000 for the El Camino property.

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At all times herein mentioned, Respondents ARREI and MASER failed to submit to the Department any or all materials used in advanced fee agreements, including but not limited to the contract form, any letters or cards used to solicit prospective sellers, and radio and television advertising, at least 10 calendar days before it was used in obtaining said advance fee agreement, as described in Paragraph 11, above, in violation of Section of 10085 of the Code and Section 2970 of the Regulations.

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At all times herein mentioned, Respondents ARREI and MASER claimed, demanded, charged, and collected advance fees from EVANS for performing services in connection with loans to be secured directly or collaterally by a lien on real property, as described in Paragraphs 11 and 12, above, before EVANS became obligated to complete the loan, in violation of Section 10085.5 of the Code.

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At all times mentioned herein, Respondent WOODS failed to exercise reasonable supervision over the acts of Respondent ARREI and its agents and employees in such a manner as to allow the acts and omissions on the part of ARREI, described above, to occur.

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The facts alleged above are grounds for the suspension or revocation of the licenses and license rights of Respondents under the following provisions of the Code and/or the Regulations:

(a) as to Paragraph 8, and Respondent ARREI, under Section of 10085 of the Code, and Section 2970 of Regulations in conjunction with Section 10177(d) of the Code;

(b) as to Paragraph 9, and Respondent ARREI, under Section of 10085.5 of the Code in conjunction with Section 10177(d) of the Code;

(c) as to Paragraph 13, and Respondents ARREI and MASER, under Section of 10085 of the Code, and Section 2970 of Regulations in conjunction with Section 10177(d) of the Code;

(d) as to Paragraph 14, and Respondents ARREI and MASER, under Section of 10085.5 in conjunction of Section 10177(d) of the Code; and,

(e) as to Paragraph 15, and Respondent WOODS, under Section 10177(g) and (h) of the Code, Section 10159.2 of the Code, and Section 2725 of the Regulations, 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 applicable provisions of law.

Brenda Smith for
Joe M. Carrillo

JOE M. M CARRILLO
Deputy Real Estate Commissioner

Dated at Sacramento, California,
this 8th day of April, 2009.