Department of Real Estate
320 West 4th Street, Suite 350
Los Angeles, California 90013-1105

Telephone: (213) 576-6982

FILED
FEB - 7 2011
DEPARTMENT OF REAL ESTATE
By

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of MARQUEZ INVESTMENTS, INC.; MANUEL MARQUEZ, individually and as designated broker-officer of Marquez Investments, Inc.; and PAULO SERGIO CASTANEDA, Respondents.	No. H-36580 LA L-2010060386 STIPULATION AND AGREEMENT

It is hereby stipulated by and between MARQUEZ INVESTMENTS, INC. and MANUEL MARQUEZ (sometimes referred to as "Respondents") and their attorney of record, Frank M. Buda, and the Complainant, acting by and through Lissete Garcia, Counsel for the Department of Real Estate, as follows for the purpose of settling and disposing of the First Amended Accusation filed on July 22, 2010, in this matter:

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 First Amended 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 ("Stipulation").

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

3. On April 22, 2010, Respondents filed Notices of Defense pursuant to Section 11506 of the Government Code for the purpose of requesting a hearing on the allegations in the First Amended Accusation. 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 First Amended Accusation 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 First Amended Accusation and the right to cross-examine witnesses.

4. This Stipulation is based on the factual allegations contained in the First Amended Accusation filed in this proceeding. In the interest of expedience and economy, Respondents choose not to contest these factual allegations, but

to remain silent and understand that, as a result thereof, these factual statements, will serve as a prima facie basis for the disciplinary action stipulated to herein. The Real Estate Commissioner shall not be required to provide further evidence to prove such allegations.

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

6. It is understood by the parties that the Real Estate Commissioner may adopt the Stipulation as his 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 discretion does not adopt the Stipulation, the Stipulation shall be void and of no effect, and Respondents shall retain the right to a hearing on the First Amended Accusation under all the provisions of the APA and shall not be bound by any stipulation or waiver made herein.

7. The Order or any subsequent Order of the Real Estate Commissioner made pursuant to this Stipulation shall not constitute an estoppel, merger or bar to any further administrative or civil proceedings by the Department of Real

Estate with respect to any conduct which was not specifically alleged to be causes for accusation in this proceeding.

8. Respondents MARQUEZ INVESTMENTS, INC. and MANUEL MARQUEZ understand that by agreeing to this Stipulation, they agree to pay, pursuant to Business and Professions Code Section 10148, the cost of audit which led to this disciplinary action. The amount of said cost for the audit is $2,401.30.

9. Respondents MARQUEZ INVESTMENTS, INC. and MANUEL MARQUEZ have received, read, and understand the "Notice Concerning Costs of Subsequent Audit". Respondents MARQUEZ INVESTMENTS, INC. and MANUEL MARQUEZ further understand that by agreeing to this Stipulation, the findings set forth below in the Determination of Issues become final, and the Commissioner may charge Respondents for the cost of any subsequent audit conducted pursuant to Business and Professions Code Section 10148 to determine if the violations have been corrected. The maximum cost of the subsequent audit will not exceed $2,401.30.

DETERMINATION OF ISSUES

By reason of the foregoing stipulations and waivers and solely for the purpose of settlement of the pending First Amended Accusation without a hearing, it is stipulated and agreed that the following determination of issues shall be made:

I

The conduct, acts and/or omissions of Respondents MARQUEZ INVESTMENTS, INC. and MANUEL MARQUEZ as described in Paragraph 4, constitute cause for the suspension or revocation of all the real estate licenses and license rights of Respondents

MARQUEZ INVESTMENTS, INC. and MANUEL MARQUEZ under the provisions of Sections 10177(d) and 10177(g) of the Business and Professions Code ("Code") for violations of Code Sections 10085, 10085.5, 10137, 10145, 10146, 10159.5 and 10236.4 and Sections 2831, 2831.1, 2831.2, 2832, 2840, 2970 and 2972 of Title 10, Chapter 6, California Code of Regulations.

II

The conduct, acts or omissions of MANUEL MARQUEZ, as described in Paragraph 4, above, are in violation of Code Section 10159.2 and is a basis for discipline of Respondent MANUEL MARQUEZ's license and license rights as violation of the Real Estate Law pursuant to Code Sections 10777(d), 10177(g) and 10177(h).

ORDER

WHEREFORE, THE FOLLOWING ORDER is hereby made:

I

All licenses and licensed rights of Respondent MARQUEZ INVESTMENTS, INC. under the Real Estate Law are revoked.

II

A. All licenses and licensed rights of Respondent MANUEL MARQUEZ under the Real Estate Law are suspended for a period of ninety (90) days from the effective date of this Decision; provided, however, that the initial thirty (30) days of said suspension shall be stayed upon the following terms and conditions:

1. Respondent MANUEL MARQUEZ shall pay a monetary penalty pursuant to Section 10175.2 of the Business and

Professions Code of $4,500 (at the rate of $150 per day for each day of the suspension) for a total monetary penalty of $4,500.

2. 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 Decision in this matter.

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

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

5. If Respondent MANUEL MARQUEZ pays the monetary penalty and if no further cause for disciplinary action against the real estate license of Respondent MANUEL MARQUEZ occurs within two (2) years from the effective date of the Decision, the stay hereby granted shall become permanent

B. The remaining sixty (60) days of the ninety (90) day suspension shall be stayed for two (2) years upon the following terms and conditions:

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

(2) 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 Decision. 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.

III

Pursuant to Section 10148 of the Business and Professions Code, Respondent MANUEL MARQUEZ shall pay the Commissioner's reasonable cost for (a) the audit which led to this disciplinary action and (b) a subsequent audit, if one is completed, to determine if Respondent MANUEL MARQUEZ is now in compliance with the Real Estate Law. The cost of the audit which led to this disciplinary action is $2,401.30. 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. Said amount for the prior and subsequent audits shall not exceed $4,802.60.

Respondent MANUEL MARQUEZ shall pay such cost within 60 days of receiving an invoice from the Commissioner detailing the activities performed during the audit and the amount of time spent performing those activities.

The Commissioner may suspend the license of Respondent MANUEL MARQUEZ pending a hearing held in accordance with Section 11500, et seq., of the Government Code, if payment is not timely made as provided for herein, or as provided for in a subsequent agreement between the Respondent MANUEL MARQUEZ and the Commissioner. The suspension shall remain in effect until payment is made in full or until Respondent MANUEL MARQUEZ enters into an agreement satisfactory to the Commissioner to provide for payment, or until a decision providing otherwise is adopted following a hearing held pursuant to this condition.

IV

Respondent MANUEL MARQUEZ shall within six (6) months from the effective date of the Decision herein, take and pass the Professional Responsibility Examination administered by the Department including the payment of the appropriate examination fee. If Respondent fails to satisfy this condition, the Commissioner may order suspension of Respondent's license until Respondent passes the examination.

V

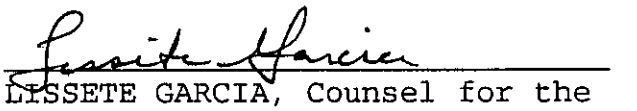
All licenses and licensing rights of Respondent MANUEL MARQUEZ are indefinitely suspended unless or until Respondent provides proof satisfactory to the Commissioner, of having taken and successfully completed the continuing education course on

trust fund accounting and handling specified in paragraph (3) of subdivision (a) of Section 10170.5 of the Business and Professions Code. Proof of satisfaction of this requirement includes evidence that Respondent has successfully completed the trust fund account and handling continuing education course within 120 days prior to the effective date of the Decision in this matter.

VI

All licenses and licensing rights of Respondent MANUEL MARQUEZ are indefinitely suspended unless or until Respondent provides evidence satisfactory to the Real Estate Commissioner by the effective date of this Decision, that he has made payment of restitution in the amount of $901 to Angelica Estrella Nunez and $250 to Susana Ramirez.

DATED: January 13, 2011



LISSETE GARCIA, Counsel for the Department of Real Estate

* * *

We have read the Stipulation and Agreement, have discussed it with our counsel, and its terms are understood by us and are agreeable and acceptable to us. We understand that we are waiving rights given to us by the California Administrative Procedure Act (including but not limited to Sections 11506, 11508, 11509 and 11513 of the Government Code), and we willingly, intelligently and voluntarily waive those rights, including the right of requiring the Commissioner to prove the allegations in the First Amended Accusation at a

witnesses against us and to present evidence in defense and mitigation of the charges.

Respondents can signify acceptance and approval of the terms and conditions of this Stipulation and Agreement by faxing a copy of the signature page, as actually signed by Respondents, to the Department at the following fax number: (213) 576-6917. Respondents agree, acknowledge and understand that by electronically sending to the Department a fax copy of their actual signature as it appears on the Stipulation and Agreement, that receipt of the faxed copy by the Department shall be as binding on Respondents as if the Department had received the original signed Stipulation and Agreement.

Further, if the Respondents are represented by counsel, the Respondents' counsel can signify his agreement to the terms and conditions of the Stipulation and Agreement by submitting that signature via fax.

DATED: 01/13/11

MARQUEZ INVESTMENTS, INC.
By Manuel Marquez, President

DATED: 01/13/11

MANUEL MARQUEZ
Respondent

DATED: 1-13-11

FRANK M. BUDA
Counsel for Respondent
Approved as to Form

* * *

The foregoing Stipulation and Agreement is hereby adopted as my Decision and Order in this matter, and shall become effective at 12 o'clock noon on March 9, 2011.

IT IS SO ORDERED 2/1, 2011.

JEFF DAVI
Real Estate Commissioner

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

(213) 576-6982

FILED
JAN 27 2011
DEPARTMENT OF REAL ESTATE
By

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of MARQUEZ INVESTMENTS, INC.; MANUEL MARQUEZ, individually and as designated broker-officer of Marquez Investments, Inc.; and PAULO SERGIO CASTANEDA, Respondents.	NO. H-36580 LA L-2010060386 STIPULATION AND AGREEMENT

It is hereby stipulated by and between PAULO SERGIO CASTANEDA (sometimes referred to as "Respondent") and the Complainant, acting by and through Lissete Garcia, Counsel for the Department of Real Estate, as follows for the purpose of settling and disposing of the First Amended Accusation filed on July 22, 2010, 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 First Amended 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 ("Stipulation").

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

3. On April 30, 2010, Respondent filed a Notice of Defense pursuant to Section 11506 of the Government Code for the purpose of requesting a hearing on the allegations in the First Amended Accusation. Respondent hereby freely and voluntarily withdraws said Notice of Defense. Respondent acknowledges that 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 First 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 First Amended Accusation and the right to cross-examine witnesses.

4. This Stipulation is based on the factual allegations contained in the First Amended Accusation filed in this proceeding. In the interest of expedience and economy, Respondent chooses not to contest these factual allegations, but to remain silent and understands that, as a result thereof, these

factual statements, will serve as a prima facie basis for the disciplinary action stipulated to herein. The Real Estate Commissioner shall not be required to provide further evidence to prove such allegations.

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

6. It is understood by the parties that the Real Estate Commissioner may adopt the Stipulation 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, the Stipulation shall be void and of no effect, and Respondent shall retain the right to a hearing on the First Amended Accusation under all the provisions of the APA and shall not be bound by any stipulation or waiver made herein.

7. The Order or any subsequent Order of the Real Estate Commissioner made pursuant to this Stipulation shall not constitute an estoppel, merger or bar to any further administrative or civil proceedings by the Department of Real Estate with respect to any conduct which was not specifically

alleged to be causes for accusation in this proceeding.

DETERMINATION OF ISSUES

By reason of the foregoing stipulations and waivers and solely for the purpose of settlement of the pending First Amended Accusation without a hearing, it is stipulated and agreed that the following determination of issues shall be made:

The conduct, acts and/or omissions of Respondent PAULO SERGIO CASTANEDA, as set forth in the First Amended Accusation, constitute cause for the suspension or revocation of all the real estate licenses and license rights of Respondent PAULO SERGIO CASTANEDA, under the provisions of Sections 10177(d) and 10177(j) of the Business and Professions Code ("Code") for violations of Code Sections 10085, 10085.5 and Section 2970 of Title 10, Chapter 6, California Code of Regulations.

ORDER

WHEREFORE, THE FOLLOWING ORDER is hereby made:

All licenses and licensing rights of Respondent PAULO SERGIO CASTANEDA under the Real Estate Law are hereby revoked; provided, however, a restricted real estate salesperson license shall be issued to Respondent pursuant to Section 10156.5 of the Business and Professions Code if Respondent makes application therefor and pays to the Department of Real Estate the appropriate fee for said license within ninety (90) days from the effective date of this Decision. The restricted license issued to Respondent shall be subject to all of the provisions of Section 10156.7 of the Business and Professions Code and to the following limitations, conditions and

restrictions imposed under authority of Section 10156.6 of that Code:

1. Respondent shall, prior to the issuance of the restricted license and as a condition of the issuance of said restricted license, submit proof satisfactory to the Commissioner of payment of restitution in the amount of $250 to Susana Ramirez and $750 to Alicia Rios.

2. Any restricted license issued to Respondent shall be suspended for thirty (30) days from the date of issuance of said restricted license provided, however, if Respondent petitions, said suspension shall be stayed for one (1) year upon condition that:

a. Respondent pays a monetary penalty pursuant to Section 10175.2 of the Business and Professions Code at the rate of $150 per day for each day of the suspension for a total monetary penalty of $4,500.

b. 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 issuance of a restricted license.

c. No further cause for disciplinary action against the real estate license of Respondent occurs within one (1) year from the effective date of the Decision in this matter.

d. If Respondent fails to pay the monetary penalty in accordance with the terms of the Decision, the Commissioner may, without a hearing, order the immediate execution of all or part of the stayed suspension in which event the Respondent

shall not be entitled to any repayment nor credit, prorated or otherwise, for money paid to the Department under the terms of this Decision.

e. If Respondent pays the monetary penalty and if no further cause for disciplinary action against the real estate license of Respondent occurs within one (1) year from the effective date of the Decision, the stay hereby granted shall become permanent.

3. The restricted license issued to Respondent may be suspended prior to hearing by Order of the Real Estate Commissioner in the event of Respondent's conviction or plea of nolo contendere to a crime which is substantially related to Respondent's fitness or capacity as a real estate licensee.

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

5. Respondent shall not be eligible for the issuance of an unrestricted real estate license nor for the removal of any of the conditions, limitations or restrictions of the restricted license until at least two (2) years have elapsed from the effective date of this Decision.

6. Respondent shall submit with any application for license under an employing broker, or any application for transfer to a new employing broker, a statement signed by the

prospective employing real estate broker on a form approved by the Department of Real Estate which shall certify:

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

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

7. Respondent shall, within nine (9) months from the effective date of this Decision, present evidence satisfactory to the Real Estate Commissioner that Respondent has, since the most recent issuance of an original or renewal real estate license, taken and successfully completed the continuing education requirements of Article 2.5 of Chapter 3 of the Real Estate Law for renewal of a real estate license. If Respondent fails to satisfy this condition, the Commissioner may order the suspension of the restricted license until the Respondent presents such evidence. The Commissioner shall afford Respondent the opportunity for a hearing pursuant to the APA to present such evidence.

8. Respondent shall within six (6) months from the effective date of this Decision, take and pass the Professional Responsibility Examination administered by the Department including the payment of the appropriate examination fee. If Respondent fails to satisfy this condition, the Commissioner

may order suspension of Respondent's license until Respondent passes the examination.

DATED: Dec. 16, 2010

Lissete Garcia, Counsel for the 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 First 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.

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

binding on Respondent as if the Department had received the original signed Stipulation and Agreement.

DATED: 12/13/10

PAULO SERGIO CASTANEDA
Respondent

* * *

The foregoing Stipulation and Agreement is hereby adopted as my Decision and Order in this matter, and shall become effective at 12 o'clock noon on February 16, 2011.

IT IS SO ORDERED 1-19-2011.

JEFF DAVI
Real Estate Commissioner

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

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

FILED
JUL 22 2010
DEPARTMENT OF REAL ESTATE
BY:

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

* * * *

In the Matter of the Accusation of MARQUEZ INVESTMENTS, INC.; MANUEL MARQUEZ, individually and as designated broker-officer of Marquez Investments, Inc.; and PAULO SERGIO CASTANEDA, Respondents.	No. H-36580 LA L-2010060386 FIRST AMENDED ACCUSATION

This First Amended Accusation amends the Accusation filed on April 15, 2010. The Complainant, Robin Trujillo, a Deputy Real Estate Commissioner, for cause of Accusation against MARQUEZ INVESTMENTS, INC., MANUEL MARQUEZ, individually and as designated broker-officer of Marquez Investments, Inc., and PAULO SERGIO CASTANEDA, is informed and alleges as follows:

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1.

The Complainant, Robin Trujillo, a Deputy Real Estate Commissioner of the State of California, makes this Accusation in her official capacity.

2.

At all times herein mentioned, Respondent MARQUEZ INVESTMENTS, INC. ("MII"), was and still is licensed and/or has license rights under the Real Estate Law (Part 1 of Division 4 of the Business and Professions Code) as a corporate real estate broker. Respondent MII was originally licensed by the Department of Real Estate ("Department") as a corporate real estate broker on or about January 18, 2007. Respondent MII is licensed to do business as "Golden California Mortgage" and "Golden California Realty".

3.

At all times relevant herein, Respondent MII was authorized to act by and through Respondent MANUEL MARQUEZ ("MARQUEZ") as its broker designated pursuant to Business and Professions Code ("Code") Section 10159.2 to be responsible for ensuring compliance with the Real Estate Law. Respondent MARQUEZ' designation as the broker-officer of Respondent MII was canceled as of October 15, 2008.

4.

At all times herein mentioned, Respondent MII is and was a California corporation. Respondent MARQUEZ is the owner, President and CEO of MII. At all times relevant herein, Respondent MARQUEZ has owned or controlled more than 10% of

Respondent MII's stock.

5.

At all times herein mentioned, Respondent MARQUEZ was and is licensed and/or has license rights under the Code, individually, as a real estate broker. Respondent MARQUEZ was first licensed as a real estate broker on or about December 17, 2002. Beginning on or about January 18, 2007, through October 15, 2008, Respondent MANUEL MARQUEZ was the designated broker-officer of Respondent MII.

6.

From December 13, 2007, to the present, Respondent MARQUEZ is and has been the designated officer of Golden California Mortgage Corp. Golden California Mortgage Corp. was and still is licensed and/or has license rights under the Real Estate Law (Part 1 of Division 4 of the Code) as a corporate real estate broker since December 13, 2007.

7.

From on or about April 23, 2007, until July 21, 2009, Respondent PAULO SERGIO CASTANEDA, also known as Paul Castaneda, was licensed and/or had license rights under the Code as a real estate salesperson. From on or about March 27, 2008, until July 22, 2009, Respondent CASTANEDA was licensed as a real estate salesperson under the employ of Golden California Mortgage Corp. On July 23, 2009, Respondent Castaneda was licensed by the Department as a real estate broker.

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8.

All further references to "Respondents" include the parties listed in Paragraphs 1 through 7 above, as well as the employees, agents and real estate licensees employed by or associated with each Respondent, who at all times material herein were engaged in the furtherance of the business or operations of Respondents, and who were acting within the course and scope of their authority, agency or employment.

FIRST CAUSE OF ACCUSATION:
(Advance Fee Violations)
(MII, MARQUEZ, and CASTANEDA)

9.

During a period of time from approximately February 28, 2008, and continuing through July, 2008, Respondents engaged in the business of, acted in the capacity of, advertised or assumed to act as real estate brokers in the State of California, within the meaning of Code Sections 10131(d) and 10131.2, for or in expectation of compensation. Respondents represented borrowers in negotiating and modifying terms and obtaining mortgage loans, and collected advance fees within the meaning of Code Sections 10026 and 10131.2, pursuant to written agreements which constituted advance fee agreements within the meaning of Code Section 10085. Respondents failed to submit these advance fee agreements to the Commissioner before using them.

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10.

On or about February 28, 2008, Respondents MII and MARQUEZ collected an advance fee from Gilbert and Juanita Guzman for performance of loan negotiations and modification services. The Guzmans' lender served a Notice of Intent to Foreclose on their real property on November 5, 2007. Respondents MII and MARQUEZ attempted to circumvent the existing statutes and regulations that prohibited the charging of advance fees by titling their agreement as an "Agreement for Research and Analysis" along with a separate "Agreement for Negotiations." Pursuant to the terms of those agreements, Respondents MII and MARQUEZ agreed to negotiate the terms of a residential mortgage loan on behalf of the Guzmans. Respondents' agreements called for the Guzmans to pay Respondents an advance fee in the amount of $1,500. The Guzmans paid $1,000 of the advance fee to "Golden California Mortgage and Realty" per Respondents' instructions. Respondents MII and MARQUEZ failed to perform the services promised or to obtain a loan for Mr. Guzman on more favorable terms.

11.

In or around January, 2009, Mr. Guzman demanded a refund of the $1,000 advance fee paid to Respondents. Respondent MARQUEZ refunded $250 of the Guzmans' money. In or around April, 2009, Mr. Guzman made another demand for the remaining $750 of the advance fee paid to Respondents. Thereafter, Respondent MARQUEZ refunded the $750 to the Guzmans.

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12.

The written agreements between Respondents MII and MARQUEZ and the Guzmans were not submitted to or reviewed by the Department prior to use.

13.

On or about July 28, 2008, Respondents MII and MARQUEZ collected an advance fee from Armando Garcia for performance of loan negotiation and modification services. Mr. Garcia's lender served a Notice of Default on July 17, 2008. Mr. Garcia paid an advance fee in the amount of $1,500 to MII. Respondents MII and MARQUEZ failed to perform the services promised or to obtain a loan for Mr. Garcia on more favorable terms. Upon learning that Respondents were prohibited from charging or collecting advance fees for loan negotiation and modification services, Mr. Garcia demanded a refund of the $1,500 advance fee he paid to Respondents. On or about January 2, 2009, Respondent MARQUEZ refunded $900 to Mr. Garcia. Respondents refused to refund the remaining $600 of the advance fee paid by Mr. Garcia.

14.

Additional examples of advance fees from borrowers that Respondents collected for the purpose of providing loan negotiations and modifications during the period of time between February 28, 2008 and July 28, 2008, include, but are not limited to, the following transactions:

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Date Amount Received	Borrower	Amount Charged or Collected	Amount Respondents Claim to Have Refunded
3/27/08	Delia Beltran Chamu	$1,500	$0
6/01/08	Alicia Rios	$1,500	$750
6/25/08	Rafael Chavez	$1,500	$0
7/11/08	Victor Velazco Loera	$1,500	$0
7/14/08	Diana Flores	$1,500	$0
unknown	Susana Ramirez	$1,500	$0

15.

Respondent CASTANEDA, while working for or with Respondent MARQUEZ, performed some or all of the loan negotiation and modification services for borrower Susana Ramirez. Respondents CASTANEDA and MII entered into an agreement with borrower Susana Ramirez to perform loan negotiation and modification services for Mrs. Ramirez and charged Mrs. Ramirez an advance fee of $1,500 for those services.

16.

The conduct, acts and/or omissions of Respondents MII MARQUEZ, and CASTANEDA, as set forth in Paragraphs 7 through 15 above, in collecting advance fees from prospective borrowers pursuant to written fee agreements, which agreements were not submitted to the Department for review prior to use, was in violation of Code Sections 10085, 10085.5 and Regulation 2970 of Title 10, Chapter 6, California Code of Regulations

(Regulations"), and constitutes grounds to discipline the licenses and license rights of Respondents MII, MARQUEZ, and CASTANEDA pursuant to Code Sections 10177(d), 10176(i), 10177(j) and/or 10177(g).

SECOND CAUSE OF ACCUSATION:
(Employment or Compensation for Unlicensed Activities)
(Dishonest Dealing)
(MII and MARQUEZ)

17.

There is hereby incorporated in this second, separate Cause of Accusation, all of the allegations contained in Paragraphs 2 though 16 above, with the same force and effect as if herein fully set forth.

18.

Julio C. Hernandez, aka Julio Hernandez is not now, and has never been, licensed by the Department in any capacity.

Angelica Estrella Nuñez Transaction

19.

In or around June 2, 2008, borrower Angelica Estrella Nuñez received a door-to-door solicitation in Spanish from Julio C. Hernandez, aka Julio Hernandez. Julio Hernandez presented himself as an agent of Respondent MARQUEZ and "Golden California Realty & Mortgage". Julio Hernandez gave Mrs. Nuñez a business card where he is listed as a loan consultant for Golden California Realty & Mortgage and which has the mailing and main office address of Respondent MARQUEZ at 9190 Sierra Avenue, Suite 206, Fontana, California. Julio Hernandez informed Mrs.

Nuñez that Respondent MARQUEZ and Golden California Realty & Mortgage knew who were the distressed borrowers in the area and offered to assist Mrs. Nuñez in modifying the terms of her mortgage on her residential property located in the city of Fontana, California.

20.

Mrs. Nuñez went to Respondent MARQUEZ' office and met with Julio Hernandez and Respondent MARQUEZ. Mrs. Nuñez was interested in lowering her monthly payments on the mortgage of her home. Respondent MARQUEZ and Julio Hernandez offered to help Mrs. Nuñez by negotiating with her lender to reduce the interest rate, principle, and monthly mortgage payments. Respondent MARQUEZ solicited loan negotiations and modification services to Mrs. Nuñez and informed her that the process could take up to three years. Respondent MARQUEZ instructed Mrs. Nuñez to pay an advance fee of $1,600. Respondent MARQUEZ also informed Mrs. Nuñez that she would have to pay an additional $860 on a monthly basis while they negotiated a modification of her loan. Mrs. Nuñez was to pay $100 directly to Julio Hernandez and wire the remaining $760 to a person named William Harris. Respondent MARQUEZ and Julio Hernandez never explained to Mrs. Nuñez the reasons why the monthly payments needed to be paid in that form or what the terms of Respondent MARQUEZ' loan negotiation, modification or refinance services actually were.

21.

Respondent MARQUEZ and Julio Hernandez induced Mrs. Nuñez to sign an agreement with an unknown and unlicensed

company, "Timelender, LLP." This agreement called for payment of an advance fee of $760 and monthly payments of the same amount for services to stop foreclosure proceedings on Mrs. Nuñez' real property. The agreement also instructed Mrs. Nuñez, the borrower, to cease all contact with her lender(s). Mrs. Nuñez relied on Respondent MARQUEZ' representations and trusted that Respondent MARQUEZ and Julio Hernandez would refinance or renegotiate the terms of her mortgage and would lower her interest and principle as promised. Respondent MARQUEZ failed to perform the services promised or to obtain a loan for Mrs. Nuñez on more favorable terms.

22.

On June 2, 2008, Respondent MARQUEZ instructed Mrs. Nuñez to sign a Grant Deed conveying one (1) percent of her property to Veronica Hartman. Mrs. Nuñez never met Veronica Hartman and did not know who she was. Respondent MARQUEZ notarized the Grant Deed.

23.

On July 31, 2008, Respondent MARQUEZ and Julio Hernandez instructed Mrs. Nuñez that she would need to sign a Grant Deed conveying one (1) percent of her property to Patricia Hecker. Mrs. Nuñez never met Patricia Hecker and did not know who she was. Erika E. Samaniego notarized the Grant Deed.

24.

On October 2, 2008, Respondent MARQUEZ and Julio Hernandez instructed Mrs. Nuñez that she would need to sign a Grant Deed conveying one (1) percent of her property to Jeannine

Sabot. Mrs. Nuñez never met Jeannine Sabot and did not know who she was. Mrs. Nuñez refused to sign the Grant Deed when she noticed that notary Erika E. Samaniego's stamp notarizing Mrs. Nuñez' signature was already on the blank Grant Deed.

25.

For approximately five months, Mrs. Nuñez paid $860 on a monthly basis as instructed by Respondent MARQUEZ and Julio Hernandez. Respondent MARQUEZ and Julio Hernandez failed to perform the services promised or to obtain a loan for Mrs. Nuñez on more favorable terms. On or about November 1, 2008, Mrs. Nuñez received a Notice to Vacate her home from her lender. Mrs. Nuñez and her husband went to see Respondent MARQUEZ at his office. Respondent MARQUEZ refused to speak with them. Julio Hernandez instructed them to continue paying the monthly $860 despite the Notice to Vacate. Mrs. Nuñez demanded a refund of all the monies she had thus far paid Respondent MARQUEZ and Julio Hernandez which totaled $5,900. Respondent MARQUEZ and Julio Hernandez refused to refund any of the monies paid by Mrs. Nuñez.

26.

On November 11, 2008, Mrs. Nuñez filed a Licensee Complaint with the Department against Respondent MARQUEZ, Golden California Realty & Mortgage, and Julio Hernandez. On or about February 9, 2009, the Department mailed letters of inquiry to Respondent MARQUEZ regarding his involvement with the transaction of Mrs. Nuñez' real property. On or about May 13, 2009, Julio Hernandez gave Mrs. Nuñez a cashier's check for

$3,753.99. On or about June 8, 2009, Julio Hernandez gave Mrs. Nuñez a cashier's check for $1,246.00. Mrs. Nuñez received a total of $4,999 from Julio Hernandez. Mrs. Nuñez never received the remaining $901 of the fees she paid to Respondent MARQUEZ and Julio Hernandez.

27.

In relation to the loan negotiation and modification transactions set forth in Paragraphs 9 through 15 and 18 through 26 above, Respondents MII and MARQUEZ utilized employees and/or representatives in soliciting and negotiating loans who were not licensed by the Department as real estate brokers or as salespersons operating under Respondent MII's or MARQUEZ' real estate broker license. Among the unlicensed representatives performing activities requiring a real estate license was Julio C. Hernandez.

28.

The conduct, acts and/or omissions of Respondents MII and MARQUEZ, as set forth in Paragraphs 9 through 15 and 18 through 26 above, in employing or compensating representatives for performing activities requiring a real estate license constitutes grounds to revoke the real estate licenses and/or license rights of Respondents MII and MARQUEZ pursuant to Code Sections 10137, 10177(d), 10177(g), 10176(i) and/or 10177(j).

29.

The conduct, acts and/or omissions of making false promises and/or misleading representations in order to induce reliance of borrowers, and in otherwise misleading borrowers

into conveying an interest in their real property to others and advising borrowers to forego payments to and/or communications with their lender resulting in detriment to the borrowers, as set forth in Paragraphs 18 through 26 above, constitutes grounds to discipline the licenses and/or license rights of Respondent MARQUEZ pursuant to Code Sections 10176(a), 10176(b), 10176(c), 10176(i) and/or 10177(j).

THIRD CAUSE OF ACCUSATION
(Use of Unauthorized Fictitious Business Name)
(MII and MARQUEZ)

30.

There is hereby incorporated in this third, separate and distinct Cause of Accusation, all of the allegations contained in Paragraphs 1 through 29, with the same force and effect as if herein fully set forth.

31.

At all times herein mentioned, Respondents MII and MARQUEZ used fictitious business names "Golden California Realty & Mortgage" and/or "Timelender, LLP" for activities requiring the issuance of a real estate license without filing an application for the use of such names with the Department as required by the provisions of Code Section 10159.5 and Section 2731(a) of the Regulations.

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32.

The conduct, acts and/or omissions of Respondents MII and MARQUEZ, as set forth in Paragraphs 10, and 18 through 26 above, violate Code Section 10159.5 and Section 2731(a) of the Regulations, and are cause for the suspension or revocation of the licenses and license rights of Respondents pursuant to Code Sections 10177(d) and/or 10177(g).

FOURTH CAUSE OF ACCUSATION
(Failure to Supervise)
(MARQUEZ)

33.

There is hereby incorporated in this fourth, separate and distinct Cause of Accusation, all of the allegations contained in Paragraphs 1 through 32, with the same force and effect as if herein fully set forth.

34.

The conduct, acts and/or omissions of Respondent MARQUEZ, in failing to exercise reasonable supervision over the activities of officers and employees of MII for which a real estate license was required, was in violation of Code Section 10159.2 and constitutes grounds to discipline the licenses and license rights of Respondent MARQUEZ pursuant to Code Sections 10177(h), 10177(d) and 10177(g).

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FIFTH CAUSE OF ACCUSATION
(AUDIT)

35.

There is hereby incorporated in this fifth, separate and distinct Cause of Accusation, all of the allegations contained in Paragraphs 1 through 34, with the same force and effect as if herein fully set forth.

36.

On or about October 21, 2009, the Department completed an examination of the books and records of Respondent MII, pertaining to the real estate and trust fund handling activities described in Paragraphs 9 through 27, above, covering a period from approximately January 1, 2008 through October 15, 2008, which examination revealed violations of the Code and Regulations as set forth below, and more extensively set forth in working papers and Audit Report Number LA 090077.

37.

In the course of activities described in Paragraphs 9 through 27, above, and during the examination period described in Paragraph 36, Respondent MII acted in violation of the Code and the Regulations in that:

(a) MII failed to maintain a trust account for its mortgage loan broker activity during the audit period, in violation of Code Section 10145 and Regulation 2832;

(b) MII received trust funds and failed to maintain a complete columnar record for the Trust Account, in violation of Code Section 10145 and Regulation 2831;

(c) MII failed to maintain separate beneficiary records for the General Account, in violation of Code Section 10145 and Regulation 2831.1;

(d) MII failed to maintain the monthly reconciliation of all the separate records to the control record of the trust funds received and disbursed in connection with the loan modification activity during the audit period, in violation of Code Section 10145 and Regulation 2831.2;

(e) MII failed to deposit advance fees for loan modification services collected from principals into a trust account, instead deposited the advance fees into Respondent's general business account, in violation of Code Section 10146;

(f) MII failed to deposit trust funds into a trust account. Instead, Respondent deposited trust funds into the General Account and commingled the trust funds with MII's own funds, in violation of Code Sections 10145 and 10176(e) and Regulation 2832;

(g) MII collected advance fees within the meaning of Code Section 10026 from homeowners seeking loan modification services wherein Respondent failed to provide homeowner-borrowers, a pre-approved advance fee agreement from the Department in the form of a no objection letter, in violation of Code Section 10085 and Regulation 2970.

(h) MII collected advance fees from principals including, but not limited to, those principals named in Paragraphs 9 through 27 above, for loan modification services and did not maintain and provide an accounting to the principals

showing the services rendered, identification of the trust account into which the advance fees had been deposited, and details of how the funds were disbursed, in violation of Regulation 2972.

(i) MII failed to disclose the yield spread premium/rebate paid by the lender on the Mortgage Loan Disclosure Statement (MLDS) in five (5) out of the six (6) loan package files examined, in violation of Code Section 10240 and Regulation 2840.

(j) MII failed to disclose its corporate license number on the Mortgage Loan Disclosure Statement (MLDS) it provided in each of the six (6) loan package files examined, in violation of Code Section 10236.4.

Disciplinary Statutes

38.

The conduct of Respondents MII and MARQUEZ described in Paragraph 37, above, violated the Code and the Regulations as set forth below:

PARAGRAPH	PROVISIONS VIOLATED
37(a)	Code Section 10145 and Regulation 2832
37(b)	Code Section 10145 and Regulation 2831
37(c)	Code Section 10145 and Regulation 2831.1
37(d)	Code Sections 10085 and Regulation 2831.2
37(e)	Code Section 10146

37(f)	Code Sections 10145 and 10176(e) and Regulation 2832
37(g)	Code Section 10085 and Regulation 2970
37(h)	Regulation 2972
37(i)	Code Section 10240 and Regulation 2840
37(j)	Code Section 10236.4

The foregoing violations constitute cause for the suspension or revocation of the real estate license and license rights of MII and MARQUEZ, as aforesaid, under the provisions of Code Sections 10176(e) for commingling, 10177(d) for violation of the Real Estate Law and/or 10177(g) for negligence.

39.

The overall conduct of Respondents MII and MARQUEZ constitutes negligence. This conduct and violations are cause for the suspension or revocation of the real estate license and license rights of said Respondents pursuant to the provisions of Code Section 10177(g).

SIXTH CAUSE OF ACCUSATION
(Failure to Supervise)
(MARQUEZ)

40.

There is hereby incorporated in this sixth, separate and distinct Cause of Accusation, all of the allegations contained in Paragraphs 1 through 39, with the same force and effect as if herein fully set forth.

41.

The overall conduct of Respondent MARQUEZ constitutes a failure on Respondent's part, as officer designated by a corporate broker licensee, to exercise the reasonable supervision and control over the licensed activities of MII, as required by Code Section 10159.2, and to keep MII in compliance with the Real Estate Law, with specific regard to loan modifications services and advance fee handling, requiring a real estate license and is cause for the suspension or revocation of the real estate license and license rights of MII and MARQUEZ pursuant to the provisions of Code Sections 10177(d), 10177(g) and 10177(h).

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/or license rights of Respondents MARQUEZ INVESTMENTS, INC., MANUEL MARQUEZ, individually and as designated broker-officer of Marquez Investments, Inc., and PAULO SERGIO CASTANEDA, under the Real Estate Law and for such other and further relief as may be proper under other applicable provisions of law.

Dated at Los Angeles, California
this 21 day of July, 2010.

Robin Trujillo
Deputy Real Estate Commissioner

cc: Marquez Investments, Inc.
Manuel Marquez
Paulo Castaneda
Frank M. Buda, Esq.
Michael O. Collins, Esq.
OAH
Robin Trujillo
Zacky Wanis
Sacto.

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FILED

APR 15 2010

DEPARTMENT OF REAL ESTATE
BY: [illegible]

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

* * * *

In the Matter of the Accusation of MARQUEZ INVESTMENTS, INC.; MANUEL MARQUEZ, individually and as designated broker-officer of Marquez Investments, Inc.; and PAULO SERGIO CASTANEDA, Respondents.	No. H-36580 LA A C C U S A T I O N

The Complainant, Robin Trujillo, a Deputy Real Estate Commissioner, for cause of Accusation against MARQUEZ INVESTMENTS, INC., MANUEL MARQUEZ, individually and as designated broker-officer of Marquez Investments, Inc., and PAULO SERGIO CASTANEDA, is informed and alleges as follows:

1.

The Complainant, Robin Trujillo, a Deputy Real Estate Commissioner of the State of California, makes this Accusation

in her official capacity.

2.

At all times herein mentioned, Respondent MARQUEZ INVESTMENTS, INC. ("MII"), was and still is licensed and/or has license rights under the Real Estate Law (Part 1 of Division 4 of the Business and Professions Code) as a corporate real estate broker. Respondent MII was originally licensed by the Department of Real Estate ("Department") as a corporate real estate broker on or about January 18, 2007. Respondent MII is licensed to do business as "Golden California Mortgage" and "Golden California Realty".

3.

At all times relevant herein, Respondent MII was authorized to act by and through Respondent MANUEL MARQUEZ ("MARQUEZ") as its broker designated pursuant to Business and Professions Code ("Code") Section 10159.2 to be responsible for ensuring compliance with the Real Estate Law. Respondent MARQUEZ' designation as the broker-officer of Respondent MII was canceled as of October 15, 2008.

4.

At all times herein mentioned, Respondent MII is and was a California corporation. Respondent MARQUEZ is the owner, President and CEO of MII. At all times relevant herein, Respondent MARQUEZ has owned or controlled more than 10% of Respondent MII's stock.

5.

At all times herein mentioned, Respondent MARQUEZ was

and is licensed and/or has license rights under the Code, individually, as a real estate broker. Respondent MARQUEZ was first licensed as a real estate broker on or about December 17, 2002. Beginning on or about January 18, 2007, through October 15, 2008, Respondent MANUEL MARQUEZ was the designated broker-officer of Respondent MII.

6.

From December 13, 2007, to the present, Respondent MARQUEZ is and has been the designated officer of Golden California Mortgage Corp. Golden California Mortgage Corp. was and still is licensed and/or has license rights under the Real Estate Law (Part 1 of Division 4 of the Code) as a corporate real estate broker since December 13, 2007.

7.

From on or about April 23, 2007, until July 21, 2009, Respondent PAULO SERGIO CASTANEDA, also known as Paul Castaneda, was licensed and/or had license rights under the Code as a real estate salesperson. From on or about March 27, 2008, until July 22, 2009, Respondent CASTANEDA was licensed as a real estate salesperson under the employ of Golden California Mortgage Corp. On July 23, 2009, Respondent Castaneda was licensed by the Department as a real estate broker.

8.

All further references to "Respondents" include the parties listed in Paragraphs 1 through 7 above, as well as the employees, agents and real estate licensees employed by or associated with each Respondent, who at all times material

herein were engaged in the furtherance of the business or operations of Respondents, and who were acting within the course and scope of their authority, agency or employment.

FIRST CAUSE OF ACCUSATION:
(Advance Fee Violations)
(MII, MARQUEZ, and CASTANEDA)

9.

During a period of time from approximately February 28, 2008, and continuing through July, 2008, Respondents engaged in the business of, acted in the capacity of, advertised or assumed to act as real estate brokers in the State of California, within the meaning of Code Sections 10131(d) and 10131.2, for or in expectation of compensation. Respondents represented borrowers in negotiating and modifying terms and obtaining mortgage loans, and collected advance fees within the meaning of Code Sections 10026 and 10131.2, pursuant to written agreements which constituted advance fee agreements within the meaning of Code Section 10085. Respondents failed to submit these advance fee agreements to the Commissioner before using them.

10.

On or about February 28, 2008, Respondents MII and MARQUEZ collected an advance fee from Gilbert and Juanita Guzman for performance of loan negotiations and modification services. The Guzmans' lender served a Notice of Intent to Foreclose on their real property on November 5, 2007. Respondents MII and MARQUEZ attempted to circumvent the existing statutes and

regulations that prohibited the charging of advance fees by titling their agreement as an "Agreement for Research and Analysis" along with a separate "Agreement for Negotiations." Pursuant to the terms of those agreements, Respondents MII and MARQUEZ agreed to negotiate the terms of a residential mortgage loan on behalf of the Guzmans. Respondents' agreements called for the Guzmans to pay Respondents an advance fee in the amount of $1,500. The Guzmans paid $1,000 of the advance fee to "Golden California Mortgage and Realty" per Respondents' instructions. Respondents MII and MARQUEZ failed to perform the services promised or to obtain a loan for Mr. Garcia on more favorable terms.

11.

In or around January, 2009, Mr. Guzman demanded a refund of the $1,000 advance fee paid to Respondents. Respondent MARQUEZ refunded $250 of the Guzmans' money. In or around April, 2009, Mr. Guzman made another demand for the remaining $750 of the advance fee paid to Respondents. Thereafter, Respondent MARQUEZ refunded the $750 to the Guzmans.

12.

The written agreements between Respondents MII and MARQUEZ and the Guzmans were not submitted to or reviewed by the Department prior to use.

13.

On or about July 28, 2008, Respondents MII and MARQUEZ collected an advance fee from Armando Garcia for performance of loan negotiation and modification services. Mr. Garcia's lender

served a Notice of Default on July 17, 2008. Mr. Garcia paid an advance fee in the amount of $1,500 to MII. Respondents MII and MARQUEZ failed to perform the services promised or to obtain a loan for Mr. Garcia on more favorable terms. Upon learning that Respondents were prohibited from charging or collecting advance fees for loan negotiation and modification services, Mr. Garcia demanded a refund of the $1,500 advance fee he paid to Respondents. On or about January 2, 2009, Respondent MARQUEZ refunded $900 to Mr. Garcia. Respondents refused to refund the remaining $600 of the advance fee paid by Mr. Garcia.

14.

Additional examples of advance fees from borrowers that Respondents collected for the purpose of providing loan negotiations and modifications during the period of time between February 28, 2008 and July 28, 2008, include but are not limited to, the following transactions:

Date Amount Received	**Borrower**	**Amount Charged or Collected**	**Amount Respondents Claim to Have Refunded**
3/27/08	Delia Beltran Chamu	$1,500	$0
6/01/08	Alicia Rios	$1,500	$750
6/25/08	Rafael Chavez	$1,500	$0
7/11/08	Victor Velazco Loera	$1,500	$0
7/14/08	Diana Flores	$1,500	$0
unknown	Susana Ramirez	$1,500	$0

15.

Respondent CASTANEDA, while working for or with Respondent MARQUEZ, performed some or all of the loan negotiation and modification services for borrower Susana Ramirez. Respondents CASTANEDA and MII entered into an agreement with borrower Susana Ramirez to perform loan negotiation and modification services for Mrs. Ramirez and charged Mrs. Ramirez an advance fee of $1,500 for those services.

16.

The conduct, acts and/or omissions of Respondents MII MARQUEZ, and CASTANEDA, as set forth in Paragraphs 7 through 15 above, in collecting advance fees from prospective borrowers pursuant to written fee agreements, which agreements were not submitted to the Department for review prior to use, was in violation of Code Sections 10085, 10085.5 and Regulation 2970 of Title 10, Chapter 6, California Code of Regulations (Regulations"), and constitutes grounds to discipline the licenses and license rights of Respondents MII, MARQUEZ, and CASTANEDA pursuant to Code Sections 10177(d), 10176(i), 10177(j) and/or 10177(g).

SECOND CAUSE OF ACCUSATION:
(Employment or Compensation for Unlicensed Activities)
(Dishonest Dealing)
(MII and MARQUEZ)

17.

There is hereby incorporated in this second, separate

Cause of Accusation, all of the allegations contained in Paragraphs 2 though 16 above, with the same force and effect as if herein fully set forth.

18.

Julio C. Hernandez, aka Julio Hernandez is not now, and has never been, licensed by the Department in any capacity.

Angelica Estrella Nuñez Transaction

19.

In or around June 2, 2008, borrower Angelica Estrella Nuñez received a door-to-door solicitation in Spanish from Julio C. Hernandez, aka Julio Hernandez. Julio Hernandez presented himself as an agent of Respondent MARQUEZ and "Golden California Realty & Mortgage". Julio Hernandez gave Mrs. Nuñez a business card where he is listed as a loan consultant for Golden California Realty & Mortgage and which has the mailing and main office address of Respondent MARQUEZ at 9190 Sierra Avenue, Suite 206, Fontana, California. Julio Hernandez informed Mrs. Nuñez that Respondent MARQUEZ and Golden California Realty & Mortgage knew who were the distressed borrowers in the area and offered to assist Mrs. Nuñez in modifying the terms of her mortgage on her residential property located at 17445 Owen Street, Fontana, California.

20.

Mrs. Nuñez went to Respondent MARQUEZ' office and met with Julio Hernandez and Respondent MARQUEZ. Mrs. Nuñez was interested in lowering her monthly payments on the mortgage of her home. Respondent MARQUEZ and Julio Hernandez offered to

help Mrs. Nuñez by negotiating with her lender to reduce the interest rate, principle, and monthly mortgage payments. Respondent MARQUEZ solicited loan negotiations and modification services to Mrs. Nuñez and informed her that the process could take up to three years. Respondent MARQUEZ instructed Mrs. Nuñez to pay an advance fee of $1,600. Respondent MARQUEZ also informed Mrs. Nuñez that she would have to pay an additional $860 on a monthly basis while they negotiated a modification of her loan. Mrs. Nuñez was to pay $100 directly to Julio Hernandez and wire the remaining $760 to a person named William Harris. Respondent MARQUEZ and Julio Hernandez never explained to Mrs. Nuñez the reasons why the monthly payments needed to be paid in that form or what the terms of Respondent MARQUEZ' loan negotiation, modification or refinance services actually were.

21.

Respondent MARQUEZ and Julio Hernandez induced Mrs. Nuñez to sign an agreement with an unknown and unlicensed company, "Timelender, LLP." This agreement called for payment of an advance fee of $760 and monthly payments of the same amount for services to stop foreclosure proceedings on Mrs. Nuñez' real property. The agreement also instructed Mrs. Nuñez, the borrower, to cease all contact with her lender(s). Mrs. Nuñez relied on Respondent MARQUEZ' representations and trusted that Respondent MARQUEZ and Julio Hernandez would refinance or renegotiate the terms of her mortgage and would lower her interest and principle as promised. Respondent MARQUEZ failed to perform the services promised or to obtain a loan for Mrs.

Nuñez on more favorable terms.

22.

On June 2, 2008, Respondent MARQUEZ instructed Mrs. Nuñez to sign a Grant Deed conveying one (1) percent of her property to Veronica Hartman. Mrs. Nuñez never met Veronica Hartman and did not know who she was. Respondent MARQUEZ notarized the Grant Deed.

23.

On July 31, 2008, Respondent MARQUEZ and Julio Hernandez instructed Mrs. Nuñez that she would need to sign a Grant Deed conveying one (1) percent of her property to Patricia Hecker. Mrs. Nuñez never met Patricia Hecker and did not know who she was. Erika E. Samaniego notarized the Grant Deed.

24.

On October 2, 2008, Respondent MARQUEZ and Julio Hernandez instructed Mrs. Nuñez that she would need to sign a Grant Deed conveying one (1) percent of her property to Jeannine Sabot. Mrs. Nuñez never met Jeannine Sabot and did not know who she was. Mrs. Nuñez refused to sign the Grant Deed when she noticed that notary Erika E. Samaniego's stamp notarizing Mrs. Nuñez' signature was already on the blank Grant Deed.

25.

For approximately five months, Mrs. Nuñez paid $860 on a monthly basis as instructed by Respondent MARQUEZ and Julio Hernandez. Respondent MARQUEZ and Julio Hernandez failed to perform the services promised or to obtain a loan for Mrs. Nuñez on more favorable terms. On or about November 1, 2008, Mrs.

Nuñez received a Notice to Vacate her home from her lender. Mrs. Nuñez and her husband went to see Respondent MARQUEZ at his office. Respondent MARQUEZ refused to speak with them. Julio Hernandez instructed them to continue paying the monthly $860 despite the Notice to Vacate. Mrs. Nuñez demanded a refund of all the monies she had thus far paid Respondent MARQUEZ and Julio Hernandez which totaled $5,900. Respondent MARQUEZ and Julio Hernandez refused to refund any of the monies paid by Mrs. Nuñez.

26.

On November 11, 2008, Mrs. Nuñez filed a Licensee Complaint with the Department against Respondent MARQUEZ, Golden California Realty & Mortgage, and Julio Hernandez. On or about February 9, 2009, the Department mailed letters of inquiry to Respondent MARQUEZ regarding his involvement with the transaction of Mrs. Nuñez' real property. On or about May 13, 2009, Julio Hernandez gave Mrs. Nuñez a cashier's check for $3,753.99. On or about June 8, 2009, Julio Hernandez gave Mrs. Nuñez a cashier's check for $1,246.00. Mrs. Nuñez received a total of $4,999 from Julio Hernandez. Mrs. Nuñez never received the remaining $901 of the fees she paid to Respondent MARQUEZ and Julio Hernandez.

27.

In relation to the loan negotiation and modification transactions set forth in Paragraphs 9 through 15 and 18 through 26 above, Respondents MII and MARQUEZ utilized employees and/or representatives in soliciting and negotiating loans who were not

licensed by the Department as real estate brokers or as salesperson operating under Respondent MII's or MARQUEZ' real estate broker license. Among the unlicensed representatives performing activities requiring a real estate license was Julio C. Hernandez.

28.

The conduct, acts and/or omissions of Respondents MII and MARQUEZ, as set forth in Paragraphs 9 through 15 and 18 through 26 above, in employing or compensating representatives for performing activities requiring a real estate license constitutes grounds to revoke the real estate licenses and/or license rights of Respondents MII and MARQUEZ pursuant to Code Sections 10137, 10177(d), 10177(g), 10176(i) and/or 10177(j).

29.

The conduct, acts and/or omissions of making false promises and/or misleading representations in order to induce reliance of borrowers, and in otherwise misleading borrowers into conveying an interest in their real property to others and advising borrowers to forego payments to and/or communications with their lender resulting in detriment to the borrowers, as set forth in Paragraphs 18 through 26 above, constitutes grounds to discipline the licenses and/or license rights of Respondent MARQUEZ pursuant to Code Sections 10176(a), 10176(b), 10176(c), 10176(i) and/or 10177(j).

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THIRD CAUSE OF ACCUSATION
(Use of Unauthorized Fictitious Business Name)
(MII and MARQUEZ)

30.

There is hereby incorporated in this third, separate and distinct Cause of Accusation, all of the allegations contained in Paragraphs 1 through 29, with the same force and effect as if herein fully set forth.

31.

At all times herein mentioned, Respondents MII and MARQUEZ used fictitious business names "Golden California Realty & Mortgage" and/or "Timelender, LLP" for activities requiring the issuance of a real estate license without filing an application for the use of such names with the Department as required by the provisions of Section 10159.5 of the Code and Section 2731(a) of Title 10, Chapter 6, California Code of Regulations ("Regulations").

32.

The conduct, acts and/or omissions of Respondents MII and MARQUEZ, as set forth in Paragraphs 10 and 18 through 26 above, violate Section 10159.5 of the Code and Section 2731(a) of the Regulations, and are cause for the suspension or revocation of the licenses and license rights of Respondents pursuant to Sections 10177(d) and/or 10177(g) of the Code.

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FOURTH CAUSE OF ACCUSATION
(Failure to Supervise)
(MARQUEZ)

33.

There is hereby incorporated in this fourth, separate and distinct Cause of Accusation, all of the allegations contained in Paragraphs 1 through 32, with the same force and effect as if herein fully set forth.

34.

The conduct, acts and/or omissions of Respondent MARQUEZ, in failing to exercise reasonable supervision over the activities of officers and employees of MII for which a real estate license was required, was in violation of Code Section 10159.2 and constitutes grounds to discipline the licenses and license rights of Respondent MARQUEZ pursuant to Code Sections 10177(h), 10177(d) and 10177(g).

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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/or license rights of Respondents MARQUEZ INVESTMENTS, INC., MANUEL MARQUEZ, individually and as designated broker-officer of Marquez Investments, Inc., and PAULO SERGIO CASTANEDA, under the Real Estate Law and for such other and further relief as may be proper under other applicable provisions of law.

Dated at Los Angeles, California
this 14 day of April, 2010.

Robin Trujillo
Deputy Real Estate Commissioner

cc: Marquez Investments, Inc.
Manuel Marquez
Paulo Castaneda
Robin Trujillo
Sacto.