LISSETE GARCIA, SBN 211522
Department of Real Estate
320 West 4th Street, Ste. 350
Los Angeles, California 90013-1105

Telephone: (213) 576-6914 (direct)
-or-(213) 576-6982 (office)

FILED
JAN 18 2012
DEPARTMENT OF REAL ESTATE
By

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of AMERICA ASSOCIATES REALTY, INC., RUBEN FLORES SANTILLAN, individually and as designated officer of America Associates Realty, Inc., JUAN ROBERTO ROMERO ASCENCIO, and ALBERTO A. ROMERO, Respondents.	No. H-36774 LA L-2010100787 STIPULATION AND AGREEMENT

It is hereby stipulated by and between ALBERTO A. ROMERO and his attorney of record, Alexis Galindo, 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 Third Amended Accusation filed on May 16, 2011, in this matter:

1. All issues which were to be contested and all evidence which was to be presented by Complainant and Respondent at a formal hearing on the Accusation, which hearing was to be held in accordance with the provisions of the Administrative

Procedure Act ("APA"), shall instead and in place thereof be submitted solely on the basis of the provisions of this Stipulation and Agreement ("Stipulation").

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

3. Respondent timely 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 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 Third 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 Third Amended Accusation and the right to cross-examine witnesses.

4. This Stipulation is based on the factual allegations contained in the Third 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. It is understood by the parties that the Real Estate Commissioner may adopt the Stipulation as her 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 her 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 Third Amended Accusation under all the provisions of the APA and shall not be bound by any stipulation or waiver made herein.

6. 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.

7. Respondent understands that by agreeing to this Stipulation, he agrees to pay jointly with Respondents AMERICA ASSOCIATES REALTY, INC. and RUBEN FLORES SANTILLAN, or severally, 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 $7,532.20.

8. Respondent understands that by agreeing to this Stipulation, the findings set forth below in the Determination of Issues become final, and the Commissioner may charge Respondent

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 $7,532.20.

DETERMINATION OF ISSUES

By reason of the foregoing stipulations, admissions and waivers and solely for the purpose of settlement of the pending Third 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 Respondent ALBERTO A. ROMERO as set forth in the Third Amended Accusation, constitute cause for the suspension or revocation of all the real estate licenses and license rights of Respondent ALBERTO A. ROMERO under the provisions of Sections 10177(d) and 10177(g) of the Business and Professions Code ("Code") for violations of Code Section 10085 and Section 2970 of Title 10, Chapter 6, California Code of Regulations.

ORDER

WHEREFORE, THE FOLLOWING ORDER is hereby made:

I

All licenses and license rights of Respondent ALBERTO A. ROMERO under the Real Estate Law are 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:

A. Respondent makes application therefor and pays to the Department of Real Estate the appropriate fee for the restricted license within 90 days from the effective date of this Decision.

B. All licenses and licensing rights of Respondent ALBERTO A. ROMERO are indefinitely suspended unless or until Respondent provides proof satisfactory to the Commissioner that the trust fund deficits of $41,818.75, $95,900.01 and $125,113.72 have been restored, including identification of the source of funds used to cure the deficit.

C. Any restricted license issued to Respondent pursuant to this Decision shall be suspended for ninety (90) days from the date of issuance of said restricted license; provided, however, that if Respondent petitions, ninety (90) days of said suspension shall be stayed upon condition that:

1. Respondent pays a monetary penalty pursuant to Section 10175.2 of the Business and Professions Code at the rate of $100 for each day of the suspension for a total monetary penalty of $9,000.

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 license of Respondent occurs within one year from the effective date of the Decision in this matter.

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

D1. Respondent shall, prior to and as a condition of the issuance of the restricted license, submit proof satisfactory to the Commissioner of a complete, updated and accurate loan modification log detailing all loan modifications that AMERICA ASSOCIATES REALTY, INC., while doing business in its own name or any other fictitious business name, including but not limited to, America Investors, LLC and Associates United, Inc., where advance fees were collected from homeowners-borrowers from April 2008 through the present and proof that restitution to the homeowner-borrowers has either been paid or phase II of the loan modification advance fee agreement has been completed.

D2. In satisfaction of the homeowner-borrower restitution:

(1). Respondent shall deliver or mail the restitution payments, if any, by certified mail, return receipt requested, to the homeowner-borrower's last known address on file with or known to Respondent.

(2) If any of the payments are returned by the post office marked "unable to deliver", Respondent shall employ a locator service, including but not limited to the Internet or other database retrieval search firm or county recorder, to try and locate the homeowner-borrower(s). Repayments shall then be made to the addresses recommended by the locator service.

(3) If unable to effect restitution after using a locator service, Respondent shall provide reasonable proof satisfactory to the Commissioner of Respondent's efforts to comply with the provisions of this Paragraph. In such case, no further restitution payments or trust deficit restorral payments shall be required of Respondent.

(4) However, should the Commissioner determine that the proof to be unsatisfactory, the Commissioner shall so advise Respondent, and indicate what additional reasonable efforts should be made to make repayment to the homeowner-borrowers.

(5) If Respondent fails to satisfy this condition, the Commissioner may order suspension of Respondent ALBERTO A. ROMERO's restricted license until Respondent effects compliance herein.

The restricted license issued to Respondent ALBERTO A. ROMERO 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. 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.

2. The restricted license issued to Respondent 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 the restricted license.

3. Respondent shall not be eligible to apply for the issuance of an unrestricted real estate license nor for the removal of any of the conditions, limitations or restrictions of a restricted license until four years have elapsed from the effective date of this Decision.

4. Respondent shall submit with any application for license under an employing broker, or any application for a transfer to a new broker, a statement signed by the prospective employing broker on a form approved by the Department which shall certify:

(a) That the employing broker has read the Decision which is the basis for the issuance of the restricted license; and

(b) That the employing broker will carefully review all transaction documents prepared by the restricted licensee and otherwise exercise close supervision over the licensee's performance of acts for which a license is required.

5. Respondent shall, within nine 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 Administrative Procedure Act to present such evidence.

6. Respondent 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.

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II

Pursuant to Section 10148 of the Business and Professions Code, Respondent shall pay, jointly with Respondents AMERICA ASSOCIATES REALTY, INC. and RUBEN FLORES SANTILLAN or severally, the Commissioner's reasonable cost for: a) the audit which led to this disciplinary action and, b) a subsequent audit to determine if Respondent AMERICA ASSOCIATES REALTY, INC. has corrected the trust fund violation(s) found in paragraph I of the Determination of Issues. The cost of the audit which led to this disciplinary action is $7,532.20. 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 $7,532.20 each. Respondents 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 restricted license issued to Respondent ALBERTO A. ROMERO 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 Respondent ALBERTO A. ROMERO and the Commissioner. The suspension shall remain in effect until payment is made in full or until Respondent 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 this condition.

DATED: 10-25-11

LISSETE GARCIA, Counsel for the Department of Real Estate

* * *

I have read the Stipulation and Agreement, have discussed it with my counsel, 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 Third 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 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.

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

DATED: 9/26/11.

ALBERTO A. ROMERO
Respondent

DATED: 10/19/11

ALEXIS A. GALINDO, ESQ.
Counsel for Respondent
Alberto A. Romero
Approved as to Form

* * *

The foregoing Stipulation and Agreement is hereby adopted as my Decision in this matter, and shall become effective at 12 o'clock noon on February 17, 2012.

IT IS SO ORDERED 11/17, 2011.

BARBARA J. BIGBY
Acting Real Estate Commissioner

LISSETE GARCIA, SBN 211522
Department of Real Estate
320 West 4th Street, Ste. 350
Los Angeles, California 90013-1105

Telephone: (213) 576-6914 (direct)
-or-(213) 576-6982 (office)

FILED
SEP. - 1 2011
DEPARTMENT OF REAL ESTATE
By

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of AMERICA ASSOCIATES REALTY, INC., RUBEN FLORES SANTILLAN, individually and as designated officer of America Associates Realty, Inc., JUAN ROBERTO ROMERO ASCENCIO, and ALBERTO A. ROMERO, Respondents.	No. H-36774 LA L-2010100787 STIPULATION AND AGREEMENT

It is hereby stipulated by and between AMERICA ASSOCIATES REALTY, INC. acting by and through RUBEN FLORES SANTILLAN, and RUBEN FLORES SANTILLAN and his 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 Third Amended Accusation filed on May 16, 2011, 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 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 Third Amended Accusation filed by the Department of Real Estate in this proceeding.

3. Respondents timely 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 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 Third 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 Third Amended Accusation and the right to cross-examine witnesses.

4. This Stipulation is based on the factual allegations contained in the Third 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. It is understood by the parties that the Real Estate Commissioner may adopt the Stipulation as 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 her 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 Third Amended Accusation under all the provisions of the APA and shall not be bound by any stipulation or waiver made herein.

6. 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.

7. Respondents understand that by agreeing to this Stipulation, they agree to pay jointly with Respondent ALBERTO A. ROMERO, or severally, 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 $7,532.20.

8. Respondents have received, read, and understand the "Notice Concerning Costs of Subsequent Audit". Respondents

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 $7,532.20.

DETERMINATION OF ISSUES

By reason of the foregoing stipulations, admissions and waivers and solely for the purpose of settlement of the pending Third 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 Respondent AMERICA ASSOCIATES REALTY, INC. as set forth in the Third Amended Accusation, constitute cause for the suspension or revocation of all the real estate licenses and license rights of Respondent AMERICA ASSOCIATES REALTY, INC. under the provisions of Sections 10176(a), 10176(b), 10176(e), 10176(i), 10177(d), and 10177(g) of the Business and Professions Code ("Code") for violations of Code Sections 10085, 10137, 10145, 10146, 10148, 10159.5 and Sections 2731, 2831.1, 2831.2, 2832, 2832.1, 2835, 2970, 2972, of Title 10, Chapter 6, California Code of Regulations.

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II

The conduct, acts or omissions of RUBEN FLORES SANTILLAN, in failing to reasonably supervise and control the activities conducted on behalf of AMERICA ASSOCIATES REALTY, INC. to secure full compliance with the Real Estate Law, is in violation of Code Section 10159.2 and is a basis for discipline of Respondent RUBEN FLORES SANTILLAN's license and license rights as violation of the Real Estate Law pursuant to Code Sections 10777(h), 10177(d) and 10177(g).

ORDER

WHEREFORE, THE FOLLOWING ORDER is hereby made:

I

All licenses and license rights of Respondent AMERICA ASSOCIATES REALTY, INC. under the Real Estate Law are revoked.

II

All licenses and license rights of Respondent RUBEN FLORES SANTILLAN under the Real Estate Law are revoked; provided, however, a restricted real estate broker license shall be issued to Respondent pursuant to Section 10156.5 of the Business and Professions Code if:

A. Respondent makes application therefor and pays to the Department of Real Estate the appropriate fee for the restricted license within 90 days from the effective date of this Decision.

B. Respondent shall, prior to and as a condition of the issuance of the restricted license, submit 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.

C. All licenses and licensing rights of Respondent RUBEN FLORES SANTILLAN are indefinitely suspended unless or until Respondents provide proof satisfactory to the Commissioner that the trust fund deficits of $41,818.75, $95,900.01 and $125,113.72 have been restored, including identification of the source of funds used to cure the deficit.

D1. Respondent shall, prior to and as a condition of the issuance of the restricted license, submit proof satisfactory to the Commissioner of a complete, updated and accurate loan modification log detailing all loan modifications that AMERICA ASSOCIATES REALTY, INC. charged and collected advance fees from homeowners-borrowers from April 2008 through the present and proof that restitution to the homeowner-borrowers has either been paid or phase II of the loan modification advance fee agreement has been completed.

D2. In satisfaction of the homeowner-borrower restitution:

(1) Respondents shall deliver or mail the restitution payments, if any, by certified mail, return receipt requested,

to the homeowner-borrower's last known address on file with or known to Respondents.

(2) If any of the payments are returned by the post office marked "unable to deliver," Respondents shall employ a locator service, including but not limited to the Internet or other database retrieval search firm or county recorder, to try and locate the homeowner-borrower(s). Repayments shall ten be made to the addresses recommended by the locator service.

(3) If unable to effect restitution after using a locator service, Respondents shall provide reasonable proof satisfactory to the Commissioner of Respondents' efforts to comply with the provisions of this Paragraph. In such case, no further restitution payments or trust deficit restorral payments shall be required of Respondents.

(4) However, should the Commissioner determine that the proof to be unsatisfactory, she shall so advise Respondents, and indicate what additional reasonable efforts should be made to make repayment to the homeowner-borrowers.

(5) If Respondents fail to satisfy this condition, the Commissioner may order suspension of Respondent RUBEN FLORES SANTILLAN's restricted license until Respondents effect compliance herein.

The restricted license issued to Respondent RUBEN FLORES SANTILLAN 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. 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.

2. The restricted license issued to Respondent 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 the restricted license.

3. Respondent shall not be eligible to apply for the issuance of an unrestricted real estate license nor for the removal of any of the conditions, limitations or restrictions of a restricted license until four years have elapsed from the effective date of this Decision.

4. Respondent shall, within nine 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 Administrative Procedure Act to present such evidence.

5. Respondent 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.

III

Pursuant to Section 10148 of the Business and Professions Code, Respondents AMERICA ASSOCIATES REALTY, INC. and RUBEN FLORES SANTILLAN shall pay the Commissioner's reasonable cost for: a) the audit which led to this disciplinary action and, b) a subsequent audit to determine if Respondent AMERICA ASSOCIATES REALTY, INC. has corrected the trust fund violation(s) found in paragraph I of the Determination of Issues. The cost of the audit which led to this disciplinary action is $7,532.20. 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 $7,532.20 each. Respondents 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 restricted license issued to Respondent RUBEN FLORES SANTILLAN 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 Respondent RUBEN FLORES SANTILLAN and the Commissioner. The suspension shall remain in effect until payment is made in full or until Respondent 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 this condition.

DATED: 8/8/11

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 Third Amended Accusation at a hearing at which we would have the right to cross-examine 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: 08/05/2011

AMERICA ASSOCIATES REALTY, INC.
By Ruben Flores Santillan

DATED: 08/05/2011

RUBEN FLORES SANTILLAN
Respondent

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DATED: 8-6-11

FRANK M. BUDA
Counsel for Respondent
Ruben Flores Santillan
Approved as to Form

* * *

The foregoing Stipulation and Agreement is hereby adopted as my Decision in this matter, and shall become effective at 12 o'clock noon on October 3, 2011.

IT IS SO ORDERED 8/24, 2011.

BARBARA J. BIGBY
Acting Real Estate Commissioner

SAC

FILED
JUL 27 2011
DEPARTMENT OF REAL ESTATE
By C.B

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of AMERICA ASSOCIATES REALTY, INC., RUBEN FLORES SANTILLAN, individually and as designated officer of America Associates Realty, Inc., JUAN ROBERTO ROMERO ASCENCIO, and ALBERTO A. ROMERO, Respondents.	NO. H-36774 LA L-2010100787

ORDER ACCEPTING VOLUNTARY SURRENDER OF REAL ESTATE LICENSE

On May 16, 2011, a Third Amended Accusation was filed in this matter against Respondent JUAN ROBERTO ROMERO ASCENCIO.

On June 1, 2011, Respondent petitioned the Commissioner to voluntarily surrender his real estate salesperson license pursuant to Section 10100.2 of the Business and Professions Code.

IT IS HEREBY ORDERED that Respondent JUAN ROBERTO ROMERO ASCENCIO's petition for voluntary surrender of his real estate salesperson license is accepted as of the effective date

of this Order as set forth below, based upon the understanding and agreement expressed in Respondent's Declaration dated June 1, 2011 (attached as Exhibit "A" hereto). Respondent's license certificate and pocket card shall be sent to the below listed address so that they reach the Department on or before the effective date of this Order:

Department of Real Estate
Attn: Licensing Flag Section
P.O. Box 187000
Sacramento, CA 95818-7000

This Order shall become effective at 12 o'clock noon on August 16, 2011.

DATED: 7/12, 2011.

BARBARA J. BIGBY
Acting Real Estate Commissioner

EXHIBIT "A"

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of AMERICA ASSOCIATES REALTY, INC., RUBEN FLORES SANTILLAN, individually and as designated officer of America Associates Realty, Inc., JUAN ROBERTO ROMERO ASCENCIO, and ALBERTO A. ROMERO, Respondents.	NO. H-36774 LA L-2010100787

DECLARATION

My name is JUAN ROBERTO ROMERO ASCENCIO, and I am currently licensed as a real estate salesperson and/or have license rights with respect to said license. I am represented by Marisol Ocampo, Attorney at Law.

In lieu of proceeding in this matter in accordance with the provisions of the Administrative Procedure Act (Sections 11400 et seq., of the Government Code), I wish to voluntarily surrender my real estate license issued by the Department of

Real Estate ("Department"), pursuant to Business and Professions Code Section 10100.2.

I understand that by so voluntarily surrendering my license, I may be relicensed as a broker or as a salesperson only by petitioning for reinstatement pursuant to Section 11522 of the Government Code. I also understand that by so voluntarily surrendering my license, I agree to the following:

1. The filing of this Declaration shall be deemed as my petition for voluntary surrender.

2. It shall also be deemed to be an understanding and agreement by me that I waive all rights I have to require the Commissioner to prove the allegations contained in the Accusation filed in this matter at a hearing held in accordance with the provisions of the Administrative Procedure Act (Government Code Sections 11400 et seq.), and that I also waive other rights afforded to me in connection with the hearing such as the right to discovery, the right to present evidence in defense of the allegations in the Accusation and the right to cross-examine witnesses.

3. I further agree that upon acceptance by the Commissioner, as evidenced by an appropriate order, all affidavits and all relevant evidence obtained by the Department in this matter prior to the Commissioner's acceptance, and all allegations contained in the Accusation filed in the Department Case No. H-36774 LA, may be considered by the Department to be true and correct for the purpose of deciding whether to grant

relicensure or reinstatement pursuant to Government Code Section 11522.

4. I freely and voluntarily surrender all my licenses and license rights under the Real Estate Law.

5. A copy of the Commissioner's Criteria of Rehabilitation is attached hereto. If and when a petition application is made for reinstatement of a surrendered license, the Real Estate Commissioner will consider as one of the criteria of rehabilitation, whether or not restitution has been made to any person who has suffered monetary losses through "substantially related" acts or omissions of Respondent, whether or not such persons are named in the Accusation filed in this case.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct and that this declaration was executed on June 1, 2011, at Los Angeles, California.

JUAN ROBERTO ROMERO ASCENCIO

SAC

LISSETE GARCIA, SBN 211522
Department of Real Estate
320 West 4th Street, Ste. 350
Los Angeles, California 90013-1105

Telephone: (213) 576-6914 (direct)
-or- (213) 576-6982 (office)

FILED
MAY 16 2011
DEPARTMENT OF REAL ESTATE
By

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of AMERICA ASSOCIATES REALTY, INC., RUBEN FLORES SANTILLAN, individually and as designated officer of America Associates Realty, Inc., JUAN ROBERTO ROMERO ASCENCIO, and ALBERTO A. ROMERO, Respondents.	No. H-36774 LA L-2010100787 THIRD AMENDED ACCUSATION

This Third Amended Accusation amends the Second Amended Accusation filed on January 6, 2011. The Complainant, Maria Suarez, a Deputy Real Estate Commissioner of the State of California, for cause of Accusation against AMERICA ASSOCIATES REALTY, INC., RUBEN FLORES SANTILLAN, individually and as designated officer of America Associates Realty, Inc., JUAN ROBERTO ROMERO ASCENCIO, and ALBERTO A. ROMERO, alleges as follows:

1.

The Complainant, Maria Suarez, acting in her official capacity as a Deputy Real Estate Commissioner of the State of California, makes this First Amended Accusation against AMERICA ASSOCIATES REALTY, INC., RUBEN FLORES SANTILLAN, individually and as designated officer of America Associates Realty, Inc., JUAN ROBERTO ROMERO

ASCENCIO, and ALBERTO A. ROMERO (collectively "Respondents").

2.

All references to the "Code" are to the California Business and Professions Code and all references to "Regulations" are to Title 10, Chapter 6, California Code of Regulations.

3.

From on December 31, 2008 through the present, Respondent AMERICA ASSOCIATES REALTY, INC. ("AARI") has been licensed or has license rights issued by the Department of Real Estate ("Department") as a real estate corporation. At all times relevant herein, Respondent AARI was authorized to act by and through Respondent RUBEN FLORES SANTILLAN as its broker designated pursuant to Code Section 10159.2 to be responsible for ensuring compliance with the Real Estate Law.

4.

From April 15, 1991 through the present, Respondent RUBEN FLORES SANTILLAN ("SANTILLAN") has been licensed or has license rights issued by the Department as a real estate broker.

5.

From January 14, 2008 through the present, Respondent JUAN ROBERTO ROMERO ASCENCIO, also known as Roberto Romero ("J. ROBERTO ROMERO") has been licensed or has license rights issued by the Department of as a real estate salesperson.

6.

From September 23, 2005 through the present, Respondent ALBERTO A. ROMERO ("ALBERTO ROMERO") has licensed or has license rights issued by the Department as a real estate salesperson.

7.

AARI is a California corporation. Respondent J. ROBERTO ROMERO is a corporate director, chief financial officer and agent for service of process for Respondent AARI. Respondent J. ROBERTO ROMERO has owned or controlled more than 10% of Respondent

AARI's stock. Respondent ALBERTO ROMERO is a corporate director and chief executive officer for Respondent AARI. Respondent ALBERTO ROMERO has owned or controlled more than 10% of Respondent AARI's stock. Laura Guerrero is a corporate director for Respondent AARI and has owned or controlled more than 10% of Respondent AARI's stock. Laura Guerrero is not now and has never been licensed in any capacity by the Department. Respondent SANTILLAN is the corporate secretary for Respondent AARI.

8.

All further references to "Respondents" include the parties listed in Paragraphs 3 through 7, above, as well as the officers, agents and employees of the parties listed in Paragraphs 3 through 7, above.

9.

At all times mentioned herein, in the city of Paramount, County of Los Angeles, Respondents engaged in the business of a real estate broker conducting activities requiring a real estate license within the meaning of Code Sections 10131(a), 10131(d), and 10131.2. Respondents engaged in operating a residential resale, mortgage loan, advance fee and loan modification service brokerage. For compensation or in expectation of compensation and for fees often collected in advance, Respondents contacted lenders on behalf of distressed homeowners seeking modification or forbearance of the terms of their home loans.

FIRST CAUSE OF ACCUSATION
(Advance Fee Violation)

10.

At no time mentioned herein were America Investors LLC or Associates United, Inc. licensed by the Department as real estate corporations or a fictitious business name of any Respondent. America Investors LLC is a California corporation. Respondent J. ROBERTO ROMERO is a managing member of America Investors LLC. Associates United, Inc. is a suspended California corporation. Respondent ALBERTO ROMERO is the CEO and CFO of Associates United, Inc. At no time herein mentioned, was Ricardo Devivo licensed in any capacity by the Department.

11.

At all times mentioned herein, in the State of California, Respondents engaged in the business of claiming, demanding, charging receiving, collecting or contracting for the collection of advance fees, within the meaning of Code Section 10026 including, but not limited to, the following loan activities with respect to loans which were secured by liens on real property:

a. In or around February, 2008, Maria Najera paid an advance fee of $2,500 to Respondents pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by Respondents with respect to a loan secured by real property located in the city of Paramount, California. Respondents failed to perform the services promised or obtain a modification of Maria Najera's mortgage loan. Maria Najera requested a refund of her advance fee from Respondents which Respondents refused.

b. On or about June 20, 2008, Martin Granados paid an advance fee of $2,500 to Respondents who were doing business as "America Investors LLC." The advance fee was collected pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by Respondents with respect to a loan secured by real property located in the city of Ventura, California.

c. On or about August 14, 2008, Francisco Reyes paid an advance fee of $2,500 to Respondents. The advance fee was collected pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by Respondents with respect to a loan secured by real property located in California.

d. On or about October 28, 2008, Primitivo and Juana Delgado paid an advance fee of $2,500 to Respondents who were doing business as "Associates United, Inc." The advance fee was collected pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by Respondents with respect to a loan secured by real property located in the city of La Puente, California.

e. On or about November 1, 2008, Jose De La Paz paid an advance fee of $2,500 to Respondents who were using the name "America Investors LLC." The advance fee was collected pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by Respondents with respect to a loan secured by real property located in the city of Bell Gardens, California.

f. On or about December 11, 2008, Carlos Leon Arzate paid an advance fee of $2,500 to Respondents. The advance fee was collected pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by Respondents with respect to a loan secured by real property located in California.

g. On or about December 26, 2008, Ricardo Devivo and Respondents, using the fictitious business name Associates United, Inc., solicited loan modification and negotiation services to Telesforo and Maria E. Lopez. Respondents charged Telesforo and Maria E. Lopez an advance fee of $1,800 pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by Respondents with respect to a loan secured by real property located in the city of Long Beach, California.

h. At all times mentioned herein, America Investors LLC and Associates United, Inc. operated out of the same main office address as Respondent AARI at 15718 Paramount Blvd., Paramount, California 90723. America Investors LLC and Associates United, Inc. solicited loan negotiation and modification services on the website URL address: http://www.americaloanmodification.com. Respondent J. ROBERTO ROMERO represented himself as the office manager of America Investors LLC. Respondent ALBERTO ROMERO was the CEO of Associates United, Inc.

12.

Respondents charged and collected the advance fees described in Paragraph 11, above, for soliciting borrowers or lenders or negotiating loans secured by real property, which constitute an advance fee within the meaning of Code Section 10026.

13.

Respondents failed to submit a written agreement or any written solicitation for loan negotiation and modification services described in Paragraph 11, above, to the Commissioner ten days before using it, in violation of Code Section 10085 and Regulation 2970.

14.

The conduct, acts and/or omissions of Respondents, as set forth above, are cause for the suspension or revocation of the licenses and license rights of Respondents pursuant to Code Sections 10085, 10177(d) and/or 10177(g).

SECOND CAUSE OF ACCUSATION
(Unlicensed Activity and
(Use of Unauthorized Fictitious Business Name)

15.

There is hereby incorporated in this Second, separate Cause of Accusation, all of the allegations contained in Paragraphs 1 through 14, above, with the same force and effect as if herein fully set forth.

16.

The activities described in Paragraph 11, supra, require a real estate license under Code Sections 10131(d) and 10131.2. Use of a fictitious business name for activities requiring the issuance of a real estate license requires the filing of an application for the use of such name with the Department in accordance with the provisions of Code Section 10159.5.

17.

Respondents acted without Department authorization in using the fictitious business name "America Investors LLC" and "Associates United, Inc." to engage in activities requiring the issuance of a real estate license.

18.

The conduct, acts and/or omissions of Respondents, as set forth in Paragraphs 16 and 17 above, violate Code Section 10159.5 and Regulation 2731, and are cause for the

suspension or revocation of the licenses and license rights of Respondents AARI and SANTILLIAN pursuant to Code Sections 10177(d) and /or 10177(g).

THIRD CAUSE OF ACCUSATION
(Unlawful Employment/Fraud/Dishonest Dealing)

19.

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

20.

On or about February 10, 2009, Respondent AARI submitted an advance fee agreement and accounting format to the Department for approval. On March 3, 2009, the Department issued a "no objection" letter of approval of the advance fee agreement and accounting format submitted by Respondent AARI. Said advance fee agreement included a provision that if the principal cancelled the agreement before the agreed completion date or before the agreed upon services are completed, all unearned advance fees would be refunded to the principal within 5 business days. Thereafter, borrowers including, but not necessarily limited to those noted below, submitted complaints to the Department of Real Estate against Respondents for their business practices and dealings including misrepresentations, fraud and/or dishonest dealing.

21.

On or about March 6, 2009, Maria Edith Vazquez-Acevedo paid an advance fee of $2,500 to Respondent AARI. The advance fee was collected pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by Respondent AARI with respect to a loan secured by the real property located in the city of Orange, California. Maria Edith Vazquez-Acevedo received solicitation from and initially dealt exclusively with Carlos Landaveri who was handling her loan modification transaction on behalf of Respondent AARI. Carlos Landaveri has never been licensed in any capacity by the Department. After several months of not receiving any status or results from AARI, Maria Edith

Vazquez-Acevedo was informed that Carlos Landaveri was no longer employed by Respondent AARI. Maria Edith Vazquez-Acevedo cancelled her agreement with Respondent AARI and demanded a refund of her advance fee which Respondent AARI refused. On November 5, 2009, the Department received a complaint against Respondent AARI from consumer-borrower Maria Edith Vazquez-Acevedo regarding AARI's mishandling and failure to perform loan negotiation and modification services as promised and Respondents' refusal to refund all or part of her advance fee.

22.

On or about May 18, 2009, Antonio Villanueva paid an advance fee of $2,500 to Respondent AARI. The advance fee was collected pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by Respondent AARI with respect to a loan secured by the real property located in the city of Bell Gardens, California. On November 18, 2009, the Department received a complaint against Respondent AARI from consumer-borrower Antonio Villanueva regarding AARI's mishandling and failure to perform loan negotiation and modification services as promised and Respondents' refusal to refund all or part of his advance fee.

23.

On or about April 3, 2009, Respondents charged Manuel Samano an advance fee of $2,500 pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by Respondent AARI with respect to a loan secured by the real property located in the city of Compton, California. Manuel Samano cancelled his agreement with Respondent AARI and demanded a refund of his advance fee which Respondent AARI refused. On December 28, 2009, the Department received a complaint against Respondent AARI from consumer-borrower Manuel Samano regarding AARI's mishandling and failure to perform loan negotiation and modification services as promised and Respondents' refusal to refund all or part of his advance fee.

24.

On or about May 29, 2009, Respondents charged Ignacio Venegas an advance fee of $2,500 pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by Respondent AARI with respect to a loan secured by the real property located in the city of Hawthorne, California. Ignacio Venegas cancelled his agreement with Respondent AARI and demanded a refund of his advance fee which Respondent AARI refused. On July 8, 2010, the Department received a complaint against Respondent AARI from consumer-borrower Ignacio Venegas regarding AARI's mishandling and failure to perform loan negotiation and modification services as promised and Respondents' refusal to refund all or part of his advance fee.

25.

On or about June 2, 2009, and July 16, 2009, Respondents charged Gerardo Pedroza advance fees totaling $5,000 pursuant to the provisions of agreements pertaining to loan solicitation, negotiation, and modification services to be provided by Respondent AARI with respect to loans secured by real properties located in the city of La Puente, California. Gerardo Pedroza cancelled his agreements with Respondent AARI and demanded a refund of his advance fees which Respondent AARI refused all or part of said refund. On July 26, 2010, the Department received a complaint against Respondent AARI from consumer-borrower Gerardo Pedroza regarding AARI's mishandling and failure to perform loan negotiation and modification services as promised and Respondents' refusal to refund all or part of his advance fee.

26.

On or about June 4, 2009, Respondents charged Nuria Perdomo an advance fee of $2,700 pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by Respondent AARI with respect to a loan secured by the real property located in the city of South Gate, California. Nuria Perdomo cancelled her agreement with Respondent AARI and demanded a refund of her advance fee which Respondent AARI refused. On July 6, 2010, the Department received a complaint against Respondent AARI

from consumer-borrower Nuria Perdomo regarding AARI's mishandling and failure to perform loan negotiation and modification services as promised and Respondents' refusal to refund all or part of her advance fee.

27.

On or about June 17, 2009, Respondents charged Juan Miranda Martinez an advance fee of $2,500 pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by Respondent AARI with respect to a loan secured by real property located in the city of Lynwood, California. Juan Miranda Martinez initially dealt with Milagros Mundo who solicited Respondents' loan modification services to Juan Miranda Martinez. Milagros Mundo has never been licensed in any capacity by the Department. Juan Miranda Martinez cancelled his agreements with Respondent AARI and demanded a refund of his advance fees which Respondent AARI refused all or part of said refund. On or about July 26, 2010, the Department received a complaint against Respondent AARI from consumer-borrower Gerardo Pedroza regarding AARI's mishandling and failure to perform loan negotiation and modification services as promised and Respondents' refusal to refund all or part of his advance fee.

28.

On or about July 6, 2009, Respondents charged Domingo Venegas Ramirez. an advance fee of $2,500 pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by Respondent AARI with respect to a loan secured by the real property located in the city of Long Beach, California. Domingo Venegas Ramirez cancelled his agreement with Respondent AARI and demanded a refund of his advance fee which Respondent AARI refused all or a part of said refund. On or about December 17, 2009, the Department received a complaint against Respondent AARI from consumer-borrower Domingo Venegas Ramirez regarding AARI's mishandling and failure to perform loan negotiation and modification services as promised and Respondents' refusal to refund all or part of his advance fee.

29.

On or about July 9, 2009, Respondents charged Mario Anorve an advance fee of $2,500 pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by Respondent AARI with respect to a loan secured by the real property located in the city of Fontana, California. Mario Anorve initially dealt with Milagros Mundo who solicited Respondents' loan modification services to Mario Anorve. Milagros Mundo has never been licensed in any capacity by the Department. Mario Anorve cancelled his agreement with Respondent AARI and demanded a refund of his advance fee which Respondent AARI refused all or a part of said refund. On or about March 16, 2010, the Department received a complaint against Respondent AARI from consumer-borrower Mario Anorve regarding AARI's mishandling and failure to perform loan negotiation and modification services as promised and Respondents' refusal to refund all or part of his advance fee.

30.

On or about July 10, 2009, Respondents charged Ramon Hernandez an advance fee of $2,500 pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by Respondent AARI with respect to a loan secured by the real property located in the city of Bakersfield, California. Ramon Hernandez cancelled his agreement with Respondent AARI and demanded a refund of his advance fee which Respondent AARI refused. On or about February 25, 2010, the Department received a complaint against Respondent AARI from consumer-borrower Ramon Hernandez regarding AARI's mishandling and failure to perform loan negotiation and modification services as promised and Respondents' refusal to refund all or part of his advance fee.

31.

On or about July 29, 2009, Respondents charged Francisco Jimenez an advance fee of $2,500 pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by Respondent AARI with respect to a loan secured by the real property located in the city of South Gate, California. Francisco

Jimenez cancelled his agreement with Respondent AARI and demanded a refund of his advance fee which Respondent AARI refused all or a part of said refund. On or about January 5, 2010, the Department received a complaint against Respondent AARI from consumer-borrower Francisco Jimenez regarding AARI's mishandling and failure to perform loan negotiation and modification services as promised and Respondents' refusal to refund all or part of his advance fee.

32.

On or about August 22, 2009, Respondents charged Jose Alejandro Mendez an advance fee of $2,500 pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by Respondent AARI with respect to a loan secured by the real property located in the city of Long Beach, California. Jose Alejandro Mendez cancelled his agreement with Respondent AARI and demanded a refund of his advance fee which Respondent AARI refused all or a part of said refund. On July 12, 2010, the Department received a complaint against Respondent AARI from consumer-borrower Jose Alejandro Mendez regarding AARI's mishandling and failure to perform loan negotiation and modification services as promised and Respondents' refusal to refund all or part of his advance fee.

33.

On or about September 25, 2009, Respondents charged Antonio Ramirez. an advance fee of $2,500 pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by Respondent AARI with respect to a loan secured by the real property located in the city of San Bernardino, California. Antonio Ramirez cancelled his agreement with Respondent AARI and demanded a refund of his advance fee which Respondent AARI refused all or a part of said refund. On December 31, 2009, the Department received a complaint against Respondent AARI from consumer-borrower Antonio Ramirez regarding AARI's mishandling and failure to perform loan negotiation and modification services as promised and Respondents' refusal to refund all or part of his advance fee.

34.

In addition to those borrowers mentioned above, Respondents solicited, charged and collected advance fees for loan negotiation and modification services in connection with loans secured by real property and refused to refund any funds for failure to complete said services to the following borrowers:

DATE OF TRANSACTION	BORROWER	AMOUNT PAID
March 3, 2009	Eva and Alfonso Rodriguez	$2,500
April 23, 2009	Juan Renteria	$2,500
May 31, 2009	Mario and Marta Gaitan	$2,500
July 9, 2009	Jesus and Hilda Ramos	$2,500
July 13, 2009	Esteban Naranja	$2,500
July 22, 2009	Francisco and Rosalba Vasquez	$2,500
August 24, 2009	Herlindo Torres	$2,500
August 26, 2009	Maria Anita and Franklin Guevara	$3,750
October 23, 2009	Ricardo Cervante Rincon	$3,000

35.

From in or around October 2009 through April 23, 2010, Respondents employed or compensated Maria Isabel Arguello to solicit and offer to perform loan negotiation and modification services and short sales for borrowers including, but not limited to, Juan Garcia and Jose Hernandez. Maria Isabel Arguello has never been licensed in any capacity by the Department.

36.

The conduct, acts and/or omissions of Respondents as set forth above, in employing or compensating unlicensed persons including, but not limited to, Ricardo Devivo, Carlos Landaveri, Milagros Mundo and Maria Isabel Arguello to perform activities requiring a real estate license is a violation of Code Section 10137 and constitutes grounds to discipline the

licenses and/or license rights of Respondents pursuant to Code Sections 10137, 10177(d), 10177(g) and/or 10177(j).

37.

The conduct, acts and/or omissions of Respondents as set forth in Paragraphs 21 through 35, above, of making false and/or misleading representations in order to induce borrowers to enter into a loan modification or refinance agreement with AARI, and in otherwise engaging in fraudulent and dishonest dealing, constitutes cause for the suspension or revocation of the licenses and license rights of Respondent AARI pursuant to Code Sections 10176(a), 10176(b), 10176(i), and/or 10177(j).

FOURTH CAUSE OF ACCUSATION
(Audit)

38.

There is hereby incorporated in this Fourth, separate Cause of Accusation, all of the allegations contained in Paragraphs 1 through 37, above, with the same force and effect as if herein fully set forth.

39.

On January 13, 2010, the Department completed an audit examination of the books and records of Respondent AARI pertaining to the mortgage loan, advance fee and loan negotiation and modification service activities described in Paragraph 9, which require a real estate license. The audit examination covered a period of time beginning on October 6, 2008 to August 31, 2009. The audit examination revealed violations of the Code and the Regulations as set forth in the following paragraphs, and more fully discussed in Audit Report LA 090010 and the exhibits and work papers attached to said Audit Report.

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40.

Violations

In the course of activities described in Paragraph 26, above, and during the examination period described in Paragraph 39, Respondents AARI and SANTILLAN, acted in violation of the Code and the Regulations as follows:

(a) From October 6, 2008, through August 31, 2009, Respondent AARI maintained three (3) general Bank of America bank accounts (herein referred to as BA1 #04024-75752, BA2 #153493852070 and BA3 #04027-16337)[1] for handling of the receipt and disbursement of advance fees collected. Respondents AARI and SANTILLAN failed to obtain written consent of every beneficiary prior to every disbursement that resulted in a shortage of account funds, in violation of Code Section 10145 and Regulation 2832.1.

(b) From January 15, 2009, through March 3, 2009, Respondent AARI collected advance fees within the meaning of Code Section 10026 from homeowners seeking loan modification services wherein AARI 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.

(c) Failed to furnish a verified copy of accounting content which includes identification of the trust fund account into which the advance fee has been deposited, description of services rendered, the amount allocated or disbursed from the advance fee at the end of each calendar quarter and when the contract has been completely performed by the licensee, in violation of 10146 and Regulation 2972.

(d) Failed to establish and/or maintain a trust account at a bank or other recognized financial institution in the name of the broker for deposit of advance fees collected by AARI totaling $1,193,407.69, thereby depositing trust funds in AARI's general accounts BA2 and BA3 and thus commingling trust funds with AARI's funds, in violation of Code Sections

[1] BA1 had a shortage of $41,818.87, BA2 had a shortage of $95,900.01, and BA3 had a shortage of $125,113.72.

10145, 10146, 10176(e) and Regulations 2832 and 2835.

(e) Respondent AARI used advance fees deposited into AARI's general accounts BA1, BA2 and BA3 to pay for AARI's operating expenses and payrolls prior to completion of loan negotiation and modification services; therefore, reducing the balances of AARI's general accounts to an amount less than the amount of advance fees deposited, in violation of Code Sections 10145, 10176(i) and 10177(j).

(f) Failed to maintain a complete and accurate columnar record for each general account, thereby failing to reflect dates of receipts, amounts of deposit, accurate disbursements related to loan negotiation and modification activity, and a running daily balance, in violation of Code Section 10145 and Regulation 2831.

(g) Failed to maintain a separate record for each beneficiary or transaction, thereby failing to account for all advance fees collected, dates of receipts, amounts of deposit, accurate disbursements related to loan negotiation and modification activity, and a running daily balance, in violation of Code Section 10145 and Regulation 2831.1.

(h) Failed to maintain a written monthly reconciliation of the receipts and disbursements record and the total balance of separate beneficiary records for bank account used to handle advance fees, in violation of Code Section 10145 and Regulation 2831.2.

(i) Respondent AARI conducted mortgage loan activities by using fictitious business names "America Associates," "America Associates, LLC," "America Associates Realty," "America Associates, Inc.," and "Associates United, Inc.," without first obtaining a license from the Department bearing such fictitious business names, in violation of Code Section 10159.5 and Regulation 2731.

(j) After being given reasonable notice, Respondent AARI failed to retain records in connection with its mortgage loan activities requested by the Department, in violation of Code Section 10148.

Disciplinary Statutes

41.

The conduct of Respondent AARI described in Paragraph 40, above, violated the Code and the Regulations as set forth below:

PARAGRAPH	PROVISIONS VIOLATED
40(a)	Code Section 10145 and Regulation 2832.1
40(b)	Code Section 10085 and Regulation 2970
40(c)	Code Section 10146 and Regulation 2972
40(d)	Code Sections 10145, 10146, 10176(e) and Regulations 2832 and 2835
40(e)	Code Sections 10145, 10176(i) and 10177(j)
40(f)	Code Section 10145 and Regulation 2831
40(g)	Code Section 10145 and Regulation 2831.1
40(h)	Code Section 10145 and Regulation 2831.2
40(i)	Code Section 10159.5 and Regulation 2731
40(j)	Code Section 10148

The foregoing violations constitute cause for the suspension or revocation of the real estate license and license rights of Respondent AARI, 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.

42.

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

FIFTH CAUSE OF ACCUSATION
(Failure to Supervise)
(SANTILLAN)

43.

There is hereby incorporated in this Fifth, separate Cause of Accusation, all of the allegations contained in Paragraphs 1 through 41, above, with the same force and effect as if herein fully set forth.

44.

The conduct, acts and/or omissions of Respondent SANTILLAN, in allowing Respondent AARI to violate the Real Estate Law, as set forth above, constitutes a failure by Respondent SANTILLAN, as the officer designated by the corporate broker licensee, to exercise the supervision and control over the activities of Respondent AARI, as required by Code Section 10159.2, and is cause to suspend or revoke the real estate licenses and license rights of Respondent SANTILLAN under Code Sections 10177(d), 10177(g) and/or 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 the license and license rights of Respondents AMERICA ASSOCIATES REALTY, INC., RUBEN FLORES SANTILLAN, individually and as designated officer of America Associates Realty, Inc., JUAN ROBERTO ROMERO ASCENCIO, and ALBERTO A. ROMERO, 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.

Dated at Los Angeles, California
this 13th day of May, 2011.

MARIA SUAREZ
Deputy Real Estate Commissioner

cc: America Associates Realty, Inc.
Ruben Flores Santillan
Juan Roberto Romero Ascencio
Alberto A. Romero
OAH
Maria Suarez
Sacto
Audits – Chona T. Soriano
Maxima Realty, Inc.
Nu Vision Real Estate, Inc.
Marisol Ocampo, Esq.
Alexis Galindo, Esq.

LISSETE GARCIA, SBN 211522
Department of Real Estate
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Los Angeles, California 90013-1105

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FILED
JAN - 6 2011
DEPARTMENT OF REAL ESTATE
By

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of AMERICA ASSOCIATES REALTY, INC., RUBEN FLORES SANTILLAN, individually and as designated officer of America Associates Realty, Inc., JUAN ROBERTO ROMERO ASCENCIO, and ALBERTO A. ROMERO, Respondents.	No. H-36774 LA L-201000787 SECOND AMENDED ACCUSATION

This Second Amended Accusation amends the First Amended Accusation filed on November 5, 2010. The Complainant, Maria Suarez, a Deputy Real Estate Commissioner of the State of California, for cause of Accusation against AMERICA ASSOCIATES REALTY, INC., RUBEN FLORES SANTILLAN, individually and as designated officer of America Associates Realty, Inc., JUAN ROBERTO ROMERO ASCENCIO, and ALBERTO A. ROMERO, alleges as follows:

1.

The Complainant, Maria Suarez, acting in her official capacity as a Deputy Real Estate Commissioner of the State of California, makes this First Amended Accusation against AMERICA ASSOCIATES REALTY, INC., RUBEN FLORES SANTILLAN, individually and as designated officer of America Associates Realty, Inc., JUAN ROBERTO ROMERO

ASCENCIO, and ALBERTO A. ROMERO (collectively "Respondents").

2.

All references to the "Code" are to the California Business and Professions Code and all references to "Regulations" are to Title 10, Chapter 6, California Code of Regulations.

3.

From on December 31, 2008 through the present, Respondent AMERICA ASSOCIATES REALTY, INC. ("AARI") has been licensed or has license rights issued by the Department of Real Estate ("Department") as a real estate corporation. At all times relevant herein, Respondent AARI was authorized to act by and through Respondent RUBEN FLORES SANTILLAN as its broker designated pursuant to Code Section 10159.2 to be responsible for ensuring compliance with the Real Estate Law.

4.

From April 15, 1991 through the present, Respondent RUBEN FLORES SANTILLAN ("SANTILLAN") has been licensed or has license rights issued by the Department as a real estate broker.

5.

From January 14, 2008 through the present, Respondent JUAN ROBERTO ROMERO ASCENCIO, also known as Roberto Romero ("J. ROBERTO ROMERO") has been licensed or has license rights issued by the Department of as a real estate salesperson.

6.

From September 23, 2005 through the present, Respondent ALBERTO A. ROMERO ("ALBERTO ROMERO") has licensed or has license rights issued by the Department as a real estate salesperson.

7.

AARI is a California corporation. Respondent J. ROBERTO ROMERO is a corporate director, chief financial officer and agent for service of process for Respondent AARI. Respondent J. ROBERTO ROMERO has owned or controlled more than 10% of Respondent

AARI's stock. Respondent ALBERTO ROMERO is a corporate director and chief executive officer for Respondent AARI. Respondent ALBERTO ROMERO has owned or controlled more than 10% of Respondent AARI's stock. Laura Guerrero is a corporate director for Respondent AARI and has owned or controlled more than 10% of Respondent AARI's stock. Laura Guerrero is not now and has never been licensed in any capacity by the Department. Respondent SANTILLAN is the corporate secretary for Respondent AARI.

8.

All further references to "Respondents" include the parties listed in Paragraphs 3 through 7, above, as well as the officers, agents and employees of the parties listed in Paragraphs 3 through 7, above.

9.

At all times mentioned herein, in the city of Paramount, County of Los Angeles, Respondents engaged in the business of a real estate broker conducting activities requiring a real estate license within the meaning of Code Sections 10131(a), 10131(d), and 10131.2. Respondents engaged in operating a residential resale, mortgage loan, advance fee and loan modification service brokerage. For compensation or in expectation of compensation and for fees often collected in advance, Respondents contacted lenders on behalf of distressed homeowners seeking modification or forbearance of the terms of their home loans.

FIRST CAUSE OF ACCUSATION
(Advance Fee Violation)

10.

At no time mentioned herein were America Investors LLC or Associates United, Inc. licensed by the Department as real estate corporations or a fictitious business name of any Respondent. America Investors LLC is a California corporation. Respondent J. ROBERTO ROMERO is a managing member of America Investors LLC. Associates United, Inc. is a suspended California corporation. Respondent ALBERTO ROMERO is the CEO and CFO of Associates United, Inc. At no time herein mentioned, was Ricardo Devivo licensed in any capacity by the Department.

11.

At all times mentioned herein, in the State of California, Respondents engaged in the business of claiming, demanding, charging receiving, collecting or contracting for the collection of advance fees, within the meaning of Code Section 10026 including, but not limited to, the following loan activities with respect to loans which were secured by liens on real property:

a. In or around February, 2008, Maria Najera paid an advance fee of $2,500 to Respondents pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by Respondents with respect to a loan secured by real property located in the city of Paramount, California. Respondents failed to perform the services promised or obtain a modification of Maria Najera's mortgage loan. Maria Najera requested a refund of her advance fee from Respondents which Respondents refused.

b. On or about June 20, 2008, Martin Granados paid an advance fee of $2,500 to Respondents who were doing business as "America Investors LLC." The advance fee was collected pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by Respondents with respect to a loan secured by real property located in the city of Ventura, California.

c. On or about October 28, 2008, Primitivo and Juana Delgado paid an advance fee of $2,500 to Respondents who were doing business as "Associates United, Inc." The advance fee was collected pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by Respondents with respect to a loan secured by real property located in the city of La Puente, California.

d. On or about November 1, 2008, Jose De La Paz paid an advance fee of $2,500 to Respondents who were using the name "America Investors LLC." The advance fee was collected pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by Respondents with respect to a loan secured by real property located in the city of Bell Gardens, California.

e. On or about December 26, 2008, Ricardo Devivo and Respondents, using the fictitious business name Associates United, Inc., solicited loan modification and negotiation services to Telesforo and Maria E. Lopez. Respondents charged Telesforo and Maria E. Lopez an advance fee of $1,800 pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by Respondents with respect to a loan secured by real property located in the city of Long Beach, California.

f. At all times mentioned herein, America Investors LLC and Associates United, Inc. operated out of the same main office address as Respondent AARI at 15718 Paramount Blvd., Paramount, California 90723. America Investors LLC and Associates United, Inc. solicited loan negotiation and modification services on the website URL address: http://www.americaloanmodification.com. Respondent J. ROBERTO ROMERO represented himself as the office manager of America Investors LLC. Respondent ALBERTO ROMERO was the CEO of Associates United, Inc.

12.

Respondents charged and collected the advance fees described in Paragraph 11, above, for soliciting borrowers or lenders or negotiating loans secured by real property, which constitute an advance fee within the meaning of Code Section 10026.

13.

Respondents failed to submit a written agreement or any written solicitation for loan negotiation and modification services described in Paragraph 11, above, to the Commissioner ten days before using it, in violation of Code Section 10085 and Regulation 2970.

14.

The conduct, acts and/or omissions of Respondents, as set forth above, are cause for the suspension or revocation of the licenses and license rights of Respondents pursuant to Code Sections 10085, 10177(d) and/or 10177(g).

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SECOND CAUSE OF ACCUSATION
(Unlicensed Activity and
(Use of Unauthorized Fictitious Business Name)

15.

There is hereby incorporated in this Second, separate Cause of Accusation, all of the allegations contained in Paragraphs 1 through 14, above, with the same force and effect as if herein fully set forth.

16.

The activities described in Paragraph 11, supra, require a real estate license under Code Sections 10131(d) and 10131.2. Use of a fictitious business name for activities requiring the issuance of a real estate license requires the filing of an application for the use of such name with the Department in accordance with the provisions of Code Section 10159.5.

17.

Respondents acted without Department authorization in using the fictitious business name "America Investors LLC" and "Associates United, Inc." to engage in activities requiring the issuance of a real estate license.

18.

The conduct, acts and/or omissions of Respondents, as set forth in Paragraphs 16 and 17 above, violate Code Section 10159.5 and Regulation 2731, and are cause for the suspension or revocation of the licenses and license rights of Respondents AARI and SANTILLIAN pursuant to Code Sections 10177(d) and /or 10177(g).

THIRD CAUSE OF ACCUSATION
(Unlawful Employment/Fraud/Dishonest Dealing)

19.

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

20.

On or about February 10, 2009, Respondent AARI submitted an advance fee agreement and accounting format to the Department for approval. On March 3, 2009, the Department issued a "no objection" letter of approval of the advance fee agreement and accounting format submitted by Respondent AARI. Said advance fee agreement included a provision that if the principal cancelled the agreement before the agreed completion date or before the agreed upon services are completed, all unearned advance fees would be refunded to the principal within 5 business days. Thereafter, borrowers including, but not necessarily limited to those noted below, submitted complaints to the Department of Real Estate against Respondents for their business practices and dealings including misrepresentations, fraud and/or dishonest dealing.

21.

On or about March 6, 2009, Maria Edith Vazquez-Acevedo paid an advance fee of $2,500 to Respondent AARI. The advance fee was collected pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by Respondent AARI with respect to a loan secured by the real property located in the city of Orange, California. Maria Edith Vazquez-Acevedo received solicitation from and initially dealt exclusively with Carlos Landaveri who was handling her loan modification transaction on behalf of Respondent AARI. Carlos Landaveri has never been licensed in any capacity by the Department. After several months of not receiving any status or results from AARI, Maria Edith Vazquez-Acevedo was informed that Carlos Landaveri was no longer employed by Respondent AARI. Maria Edith Vazquez-Acevedo cancelled her agreement with Respondent AARI and demanded a refund of her advance fee which Respondent AARI refused. On November 5, 2009, the Department received a complaint against Respondent AARI from consumer-borrower Maria Edith Vazquez-Acevedo regarding AARI's mishandling and failure to perform loan negotiation and modification services as promised and Respondents' refusal to refund all or part of her advance fee.

22.

On or about May 18, 2009, Antonio Villanueva paid an advance fee of $2,500 to Respondent AARI. The advance fee was collected pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by Respondent AARI with respect to a loan secured by the real property located in the city of Bell Gardens, California. On November 18, 2009, the Department received a complaint against Respondent AARI from consumer-borrower Antonio Villanueva regarding AARI's mishandling and failure to perform loan negotiation and modification services as promised and Respondents' refusal to refund all or part of his advance fee.

23.

On or about April 3, 2009, Respondents charged Manuel Samano an advance fee of $2,500 pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by Respondent AARI with respect to a loan secured by the real property located in the city of Compton, California. Manuel Samano cancelled his agreement with Respondent AARI and demanded a refund of his advance fee which Respondent AARI refused. On December 28, 2009, the Department received a complaint against Respondent AARI from consumer-borrower Manuel Samano regarding AARI's mishandling and failure to perform loan negotiation and modification services as promised and Respondents' refusal to refund all or part of his advance fee.

24.

On or about May 29, 2009, Respondents charged Ignacio Venegas an advance fee of $2,500 pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by Respondent AARI with respect to a loan secured by the real property located in the city of Hawthorne, California. Ignacio Venegas cancelled his agreement with Respondent AARI and demanded a refund of his advance fee which Respondent AARI refused. On July 8, 2010, the Department received a complaint against Respondent AARI from consumer-borrower Ignacio Venegas regarding AARI's mishandling and failure to perform

loan negotiation and modification services as promised and Respondents' refusal to refund all or part of his advance fee.

25.

On or about June 2, 2009, and July 16, 2009, Respondents charged Gerardo Pedroza advance fees totaling $5,000 pursuant to the provisions of agreements pertaining to loan solicitation, negotiation, and modification services to be provided by Respondent AARI with respect to loans secured by real properties located in the city of La Puente, California. Gerardo Pedroza cancelled his agreements with Respondent AARI and demanded a refund of his advance fees which Respondent AARI refused all or part of said refund. On July 26, 2010, the Department received a complaint against Respondent AARI from consumer-borrower Gerardo Pedroza regarding AARI's mishandling and failure to perform loan negotiation and modification services as promised and Respondents' refusal to refund all or part of his advance fee.

26.

On or about June 4, 2009, Respondents charged Nuria Perdomo an advance fee of $2,700 pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by Respondent AARI with respect to a loan secured by the real property located in the city of South Gate, California. Nuria Perdomo cancelled her agreement with Respondent AARI and demanded a refund of her advance fee which Respondent AARI refused. On July 6, 2010, the Department received a complaint against Respondent AARI from consumer-borrower Nuria Perdomo regarding AARI's mishandling and failure to perform loan negotiation and modification services as promised and Respondents' refusal to refund all or part of her advance fee.

27.

On or about June 17, 2009, Respondents charged Juan Miranda Martinez an advance fee of $2,500 pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by Respondent AARI with respect to a loan secured by real property located in the city of Lynwood, California. Juan Miranda Martinez

initially dealt with Milagros Mundo who solicited Respondents' loan modification services to Juan Miranda Martinez. Milagros Mundo has never been licensed in any capacity by the Department. Juan Miranda Martinez cancelled his agreements with Respondent AARI and demanded a refund of his advance fees which Respondent AARI refused all or part of said refund. On or about July 26, 2010, the Department received a complaint against Respondent AARI from consumer-borrower Gerardo Pedroza regarding AARI's mishandling and failure to perform loan negotiation and modification services as promised and Respondents' refusal to refund all or part of his advance fee.

28.

On or about July 6, 2009, Respondents charged Domingo Venegas Ramirez. an advance fee of $2,500 pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by Respondent AARI with respect to a loan secured by the real property located in the city of Long Beach, California. Domingo Venegas Ramirez cancelled his agreement with Respondent AARI and demanded a refund of his advance fee which Respondent AARI refused all or a part of said refund. On or about December 17, 2009, the Department received a complaint against Respondent AARI from consumer-borrower Domingo Venegas Ramirez regarding AARI's mishandling and failure to perform loan negotiation and modification services as promised and Respondents' refusal to refund all or part of his advance fee.

29.

On or about July 9, 2009, Respondents charged Mario Anorve an advance fee of $2,500 pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by Respondent AARI with respect to a loan secured by the real property located in the city of Fontana, California. Mario Anorve initially dealt with Milagros Mundo who solicited Respondents' loan modification services to Mario Anorve. Milagros Mundo has never been licensed in any capacity by the Department. Mario Anorve cancelled his agreement with Respondent AARI and demanded a refund of his advance fee

which Respondent AARI refused all or a part of said refund. On or about March 16, 2010, the Department received a complaint against Respondent AARI from consumer-borrower Mario Anorve regarding AARI's mishandling and failure to perform loan negotiation and modification services as promised and Respondents' refusal to refund all or part of his advance fee.

30.

On or about July 10, 2009, Respondents charged Ramon Hernandez an advance fee of $2,500 pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by Respondent AARI with respect to a loan secured by the real property located in the city of Bakersfield, California. Ramon Hernandez cancelled his agreement with Respondent AARI and demanded a refund of his advance fee which Respondent AARI refused. On or about February 25, 2010, the Department received a complaint against Respondent AARI from consumer-borrower Ramon Hernandez regarding AARI's mishandling and failure to perform loan negotiation and modification services as promised and Respondents' refusal to refund all or part of his advance fee.

31.

On or about July 29, 2009, Respondents charged Francisco Jimenez an advance fee of $2,500 pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by Respondent AARI with respect to a loan secured by the real property located in the city of South Gate, California. Francisco Jimenez cancelled his agreement with Respondent AARI and demanded a refund of his advance fee which Respondent AARI refused all or a part of said refund. On or about January 5, 2010, the Department received a complaint against Respondent AARI from consumer-borrower Francisco Jimenez regarding AARI's mishandling and failure to perform loan negotiation and modification services as promised and Respondents' refusal to refund all or part of his advance fee.

32.

On or about August 22, 2009, Respondents charged Jose Alejandro Mendez an advance fee of $2,500 pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by Respondent AARI with respect to a loan secured by the real property located in the city of Long Beach, California. Jose Alejandro Mendez cancelled his agreement with Respondent AARI and demanded a refund of his advance fee which Respondent AARI refused all or a part of said refund. On July 12, 2010, the Department received a complaint against Respondent AARI from consumer-borrower Jose Alejandro Mendez regarding AARI's mishandling and failure to perform loan negotiation and modification services as promised and Respondents' refusal to refund all or part of his advance fee.

33.

On or about September 25, 2009, Respondents charged Antonio Ramirez. an advance fee of $2,500 pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by Respondent AARI with respect to a loan secured by the real property located in the city of San Bernardino, California. Antonio Ramirez cancelled his agreement with Respondent AARI and demanded a refund of his advance fee which Respondent AARI refused all or a part of said refund. On December 31, 2009, the Department received a complaint against Respondent AARI from consumer-borrower Antonio Ramirez regarding AARI's mishandling and failure to perform loan negotiation and modification services as promised and Respondents' refusal to refund all or part of his advance fee.

34.

From in or around October 2009 through April 23, 2010, Respondents employed or compensated Maria Isabel Arguello to solicit and offer to perform loan negotiation and modification services and short sales for borrowers including, but not limited to, Juan Garcia and Jose Hernandez. Maria Isabel Arguello has never been licensed in any capacity by the Department.

35.

The conduct, acts and/or omissions of Respondents as set forth above, in employing or compensating unlicensed persons including, but not limited to, Ricardo Devivo, Carlos Landaveri, Milagros Mundo and Maria Isabel Arguello to perform activities requiring a real estate license is a violation of Code Section 10137 and constitutes grounds to discipline the licenses and/or license rights of Respondents pursuant to Code Sections 10137, 10177(d), 10177(g) and/or 10177(j).

36.

The conduct, acts and/or omissions of Respondents as set forth in Paragraphs 21 through 34, above, of making false and/or misleading representations in order to induce borrowers to enter into a loan modification or refinance agreement with AARI, and in otherwise engaging in fraudulent and dishonest dealing, constitutes cause for the suspension or revocation of the licenses and license rights of Respondent AARI pursuant to Code Sections 10176(a), 10176(b), 10176(i), and/or 10177(j).

FOURTH CAUSE OF ACCUSATION
(Audit)

37.

There is hereby incorporated in this Fourth, separate Cause of Accusation, all of the allegations contained in Paragraphs 1 through 36, above, with the same force and effect as if herein fully set forth.

38.

On January 13, 2010, the Department completed an audit examination of the books and records of Respondent AARI pertaining to the mortgage loan, advance fee and loan negotiation and modification service activities described in Paragraph 9, which require a real estate license. The audit examination covered a period of time beginning on October 6, 2008 to August 31, 2009. The audit examination revealed violations of the Code and the Regulations as set forth in the following paragraphs, and more fully discussed in Audit Report LA 090010 and

the exhibits and work papers attached to said Audit Report.

39.

Violations

In the course of activities described in Paragraph 26, above, and during the examination period described in Paragraph 38, Respondents AARI and SANTILLAN, acted in violation of the Code and the Regulations as follows:

(a) From October 6, 2008, through August 31, 2009, Respondent AARI maintained three (3) general Bank of America bank accounts (herein referred to as BA1 #04024-75752, BA2 #153493852070 and BA3 #04027-16337)[1] for handling of the receipt and disbursement of advance fees collected. Respondents AARI and SANTILLAN failed to obtain written consent of every beneficiary prior to every disbursement that resulted in a shortage of account funds, in violation of Code Section 10145 and Regulation 2832.1.

(b) From January 15, 2009, through March 3, 2009, Respondent AARI collected advance fees within the meaning of Code Section 10026 from homeowners seeking loan modification services wherein AARI 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.

(c) Failed to furnish a verified copy of accounting content which includes identification of the trust fund account into which the advance fee has been deposited, description of services rendered, the amount allocated or disbursed from the advance fee at the end of each calendar quarter and when the contract has been completely performed by the licensee, in violation of 10146 and Regulation 2972.

(d) Failed to establish and/or maintain a trust account at a bank or other recognized financial institution in the name of the broker for deposit of advance fees collected by AARI totaling $1,193,407.69, thereby depositing trust funds in AARI's general accounts BA2

[1] BA1 had a shortage of $41,818.87, BA2 had a shortage of $95,900.01, and BA3 had a shortage of $125,113.72.

and BA3 and thus commingling trust funds with AARI's funds, in violation of Code Sections 10145, 10146, 10176(e) and Regulations 2832 and 2835.

(e) Respondent AARI used advance fees deposited into AARI's general accounts BA1, BA2 and BA3 to pay for AARI's operating expenses and payrolls prior to completion of loan negotiation and modification services; therefore, reducing the balances of AARI's general accounts to an amount less than the amount of advance fees deposited, in violation of Code Sections 10145, 10176(i) and 10177(j).

(f) Failed to maintain a complete and accurate columnar record for each general account, thereby failing to reflect dates of receipts, amounts of deposit, accurate disbursements related to loan negotiation and modification activity, and a running daily balance, in violation of Code Section 10145 and Regulation 2831.

(g) Failed to maintain a separate record for each beneficiary or transaction, thereby failing to account for all advance fees collected, dates of receipts, amounts of deposit, accurate disbursements related to loan negotiation and modification activity, and a running daily balance, in violation of Code Section 10145 and Regulation 2831.1.

(h) Failed to maintain a written monthly reconciliation of the receipts and disbursements record and the total balance of separate beneficiary records for bank account used to handle advance fees, in violation of Code Section 10145 and Regulation 2831.2.

(i) Respondent AARI conducted mortgage loan activities by using fictitious business names "America Associates," "America Associates, LLC," "America Associates Realty," "America Associates, Inc.," and "Associates United, Inc.," without first obtaining a license from the Department bearing such fictitious business names, in violation of Code Section 10159.5 and Regulation 2731.

(j) After being given reasonable notice, Respondent AARI failed to retain records in connection with its mortgage loan activities requested by the Department, in violation of Code Section 10148.

Disciplinary Statutes

40.

The conduct of Respondent AARI described in Paragraph 39, above, violated the Code and the Regulations as set forth below:

PARAGRAPH	PROVISIONS VIOLATED
39(a)	Code Section 10145 and Regulation 2832.1
39(b)	Code Section 10085 and Regulation 2970
39(c)	Code Section 10146 and Regulation 2972
39(d)	Code Sections 10145, 10146, 10176(e) and Regulations 2832 and 2835
39(e)	Code Sections 10145, 10176(i) and 10177(j)
39(f)	Code Section 10145 and Regulation 2831
39(g)	Code Section 10145 and Regulation 2831.1
39(h)	Code Section 10145 and Regulation 2831.2
39(i)	Code Section 10159.5 and Regulation 2731
39(j)	Code Section 10148

The foregoing violations constitute cause for the suspension or revocation of the real estate license and license rights of Respondent AARI, 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.

41.

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

FIFTH CAUSE OF ACCUSATION
(Failure to Supervise)
(SANTILLAN)

42.

There is hereby incorporated in this Fifth, separate Cause of Accusation, all of the allegations contained in Paragraphs 1 through 41, above, with the same force and effect as if herein fully set forth.

43.

The conduct, acts and/or omissions of Respondent SANTILLAN, in allowing Respondent AARI to violate the Real Estate Law, as set forth above, constitutes a failure by Respondent SANTILLAN, as the officer designated by the corporate broker licensee, to exercise the supervision and control over the activities of Respondent AARI, as required by Code Section 10159.2, and is cause to suspend or revoke the real estate licenses and license rights of Respondent SANTILLAN under Code Sections 10177(d), 10177(g) and/or 10177(h).

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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 the license and license rights of Respondents AMERICA ASSOCIATES REALTY, INC., RUBEN FLORES SANTILLAN, individually and as designated officer of America Associates Realty, Inc., JUAN ROBERTO ROMERO ASCENCIO, and ALBERTO A. ROMERO, 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.

Dated at Los Angeles, California
this 5th day of January, 2011.

MARIA SUAREZ
Deputy Real Estate Commissioner

cc: America Associates Realty, Inc.
Ruben Flores Santillan
Juan Roberto Romero Ascencio
Alberto A. Romero
OAH
Maria Suarez
Sacto
Audits – Chona T. Soriano
Maxima Realty, Inc.
Nu Vision Real Estate, Inc.
Marisol Ocampo, Esq.
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FILED
NOV -5 2010
DEPARTMENT OF REAL ESTATE
By

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of AMERICA ASSOCIATES REALTY, INC., RUBEN FLORES SANTILLAN, individually and as designated officer of America Associates Realty, Inc., JUAN ROBERTO ROMERO ASCENCIO, and ALBERTO A. ROMERO, Respondents.	No. H-36774 LA FIRST AMENDED ACCUSATION

This First Amended Accusation amends the Accusation filed on August 25, 2010. The Complainant, Maria Suarez, a Deputy Real Estate Commissioner of the State of California, for cause of Accusation against AMERICA ASSOCIATES REALTY, INC., RUBEN FLORES SANTILLAN, individually and as designated officer of America Associates Realty, Inc., JUAN ROBERTO ROMERO ASCENCIO, and ALBERTO A. ROMERO, alleges as follows:

1.

The Complainant, Maria Suarez, acting in her official capacity as a Deputy Real Estate Commissioner of the State of California, makes this First Amended Accusation against AMERICA ASSOCIATES REALTY, INC., RUBEN FLORES SANTILLAN, individually and as designated officer of America Associates Realty, Inc., JUAN ROBERTO ROMERO ASCENCIO, and ALBERTO A. ROMERO (collectively "Respondents").

2.

All references to the "Code" are to the California Business and Professions Code and all references to "Regulations" are to Title 10, Chapter 6, California Code of Regulations.

3.

From on December 31, 2008 through the present, Respondent AMERICA ASSOCIATES REALTY, INC. ("AARI") has been licensed or has license rights issued by the Department of Real Estate ("Department") as a real estate corporation. At all times relevant herein, Respondent AARI was authorized to act by and through Respondent RUBEN FLORES SANTILLAN as its broker designated pursuant to Code Section 10159.2 to be responsible for ensuring compliance with the Real Estate Law.

4.

From April 15, 1991 through the present, Respondent RUBEN FLORES SANTILLAN ("SANTILLAN") has been licensed or has license rights issued by the Department as a real estate broker.

5.

From January 14, 2008 through the present, Respondent JUAN ROBERTO ROMERO ASCENCIO, also known as Roberto Romero ("J. ROBERTO ROMERO") has been licensed or has license rights issued by the Department of as a real estate salesperson.

6.

From September 23, 2005 through the present, Respondent ALBERTO A. ROMERO ("ALBERTO ROMERO") has licensed or has license rights issued by the Department as a real estate salesperson.

7.

AARI is a California corporation. Respondent J. ROBERTO ROMERO is a corporate director, chief financial officer and agent for service of process for Respondent AARI. Respondent J. ROBERTO ROMERO has owned or controlled more than 10% of Respondent AARI's stock. Respondent ALBERTO ROMERO is a corporate director and chief executive

officer for Respondent AARI. Respondent ALBERTO ROMERO has owned or controlled more than 10% of Respondent AARI's stock. Laura Guerrero is a corporate director for Respondent AARI and has owned or controlled more than 10% of Respondent AARI's stock. Laura Guerrero is not now and has never been licensed in any capacity by the Department. Respondent SANTILLAN is the corporate secretary for Respondent AARI.

8.

All further references to "Respondents" include the parties listed in Paragraphs 3 through 7, above, as well as the officers, agents and employees of the parties listed in Paragraphs 3 through 7, above.

9.

At all times mentioned herein, in the city of Paramount, County of Los Angeles, Respondents engaged in the business of a real estate broker conducting activities requiring a real estate license within the meaning of Code Sections 10131(a), 10131(d), and 10131.2. Respondents engaged in operating a residential resale, mortgage loan, advance fee and loan modification service brokerage. For compensation or in expectation of compensation and for fees often collected in advance, Respondents contacted lenders on behalf of distressed homeowners seeking modification or forbearance of the terms of their home loans.

FIRST CAUSE OF ACCUSATION
(Advance Fee Violation)

10.

At no time mentioned herein was America Investors LLC licensed by the Department as a real estate corporation or a fictitious business name of any Respondent. America Investors LLC is a California corporation. Respondent J. ROBERTO ROMERO is a managing member of America Investors LLC.

11.

At all times mentioned herein, in the State of California, Respondents engaged in the business of claiming, demanding, charging receiving, collecting or contracting for the collection of advance fees, within the meaning of Code Section 10026 including, but not limited

to, the following loan activities with respect to loans which were secured by liens on real property:

a. In or around February, 2008, Maria Najera paid an advance fee of $2,500 to Respondents pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by Respondents with respect to a loan secured by real property located in the city of Paramount, California. Respondents failed to perform the services promised or obtain a modification of Maria Najera's mortgage loan. Maria Najera requested a refund of her advance fee from Respondents which Respondents refused.

b. On or about June 20, 2008, Martin Granados paid an advance fee of $2,500 to Respondents who were doing business as "America Investors LLC." The advance fee was collected pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by Respondents with respect to a loan secured by real property located in the city of Ventura, California.

c. On or about October 28, 2008, Primitivo and Juana Delgado paid an advance fee of $2,500 to Respondents who were doing business as "Associates United, Inc." The advance fee was collected pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by Respondents with respect to a loan secured by real property located in the city of La Puente, California.

d. On or about November 1, 2008, Jose De La Paz paid an advance fee of $2,500 to Respondents who were using the name "America Investors LLC." The advance fee was collected pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by Respondents with respect to a loan secured by real property located in the city of Bell Gardens, California.

e. At all times mentioned herein, America Investors LLC operated out of the same main office address as Respondent AARI at 15718 Paramount Blvd., Paramount, California 90723. America Investors LLC solicited loan negotiation and modification services

on the website URL address: http://www.americaloanmodification.com. Respondent J. ROBERTO ROMERO represented himself as the office manager of America Investors LLC.

12.

Respondents charged and collected the advance fees described in Paragraph 11, above, for soliciting borrowers or lenders or negotiating loans secured by real property, which constitute an advance fee within the meaning of Code Section 10026.

13.

Respondents failed to submit a written agreement or any written solicitation for loan negotiation and modification services described in Paragraph 11, above, to the Commissioner ten days before using it, in violation of Code Section 10085 and Regulation 2970.

14.

The conduct, acts and/or omissions of Respondents, as set forth above, are cause for the suspension or revocation of the licenses and license rights of Respondents pursuant to Code Sections 10085, 10177(d) and/or 10177(g).

SECOND CAUSE OF ACCUSATION
(Unlicensed Activity and
(Use of Unauthorized Fictitious Business Name)

15.

There is hereby incorporated in this Second, separate Cause of Accusation, all of the allegations contained in Paragraphs 1 through 14, above; with the same force and effect as if herein fully set forth.

16.

The activities described in Paragraph 11, supra, require a real estate license under Code Sections 10131(d) and 10131.2. Use of a fictitious business name for activities requiring the issuance of a real estate license requires the filing of an application for the use of such name with the Department in accordance with the provisions of Code Section 10159.5.

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17.

Respondents acted without Department authorization in using the fictitious business name "America Investors LLC" to engage in activities requiring the issuance of a real estate license.

18.

The conduct, acts and/or omissions of Respondents, as set forth in Paragraphs 16 and 17 above, violate Code Section 10159.5 and Regulation 2731, and are cause for the suspension or revocation of the licenses and license rights of Respondents AARI and SANTILLIAN pursuant to Code Sections 10177(d) and /or 10177(g).

THIRD CAUSE OF ACCUSATION
(Unlawful Employment/Fraud/Dishonest Dealing)

19.

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

20.

On or about February 10, 2009, Respondent AARI submitted an advance fee agreement and accounting format to the Department for approval. On March 3, 2009, the Department issued a "no objection" letter of approval of the advance fee agreement and accounting format submitted by Respondent AARI. Said advance fee agreement included a provision that if the principal cancelled the agreement before the agreed completion date or before the agreed upon services are completed, all unearned advance fees would be refunded to the principal within 5 business days.

21.

On or about March 6, 2009, Maria Edith Vazquez-Acevedo paid an advance fee of $2,500 to Respondent AARI. The advance fee was collected pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by Respondent AARI with respect to a loan secured by the real property located in the city of

Orange, California. Maria Edith Vazquez-Acevedo received solicitation from and initially dealt exclusively with Carlos Landaveri who was handling her loan modification transaction on behalf of Respondent AARI. Carlos Landaveri has never been licensed in any capacity by the Department. After several months of not receiving any status or results from AARI, Maria Edith Vazquez-Acevedo was informed that Carlos Landaveri was no longer employed by Respondent AARI. Maria Edith Vazquez-Acevedo cancelled her agreement with Respondent AARI and demanded a refund of her advance fee which Respondent AARI refused. On November 5, 2009, the Department received a complaint against Respondent AARI from consumer-borrower Maria Edith Vazquez-Acevedo regarding AARI's mishandling and failure to perform loan negotiation and modification services as promised and Respondents' refusal to refund all or part of her advance fee.

22.

On or about May 18, 2009, Antonio Villanueva paid an advance fee of $2,500 to Respondent AARI. The advance fee was collected pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by Respondent AARI with respect to a loan secured by the real property located in the city of Bell Gardens, California. On November 18, 2009, the Department received a complaint against Respondent AARI from consumer-borrower Antonio Villanueva regarding AARI's mishandling and failure to perform loan negotiation and modification services as promised and Respondents' refusal to refund all or part of his advance fee.

23.

On or about April 3, 2009, Respondents charged Manuel Samano an advance fee of $2,500 pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by Respondent AARI with respect to a loan secured by the real property located in the city of Compton, California. Manuel Samano cancelled his agreement with Respondent AARI and demanded a refund of his advance fee which Respondent AARI refused. On December 28, 2009, the Department received a complaint against Respondent AARI from consumer-borrower Manuel Samano regarding AARI's mishandling and

failure to perform loan negotiation and modification services as promised and Respondents' refusal to refund all or part of his advance fee.

24.

On or about May 29, 2009, Respondents charged Ignacio Venegas an advance fee of $2,500 pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by Respondent AARI with respect to a loan secured by the real property located in the city of Hawthorne, California. Ignacio Venegas cancelled his agreement with Respondent AARI and demanded a refund of his advance fee which Respondent AARI refused. On July 8, 2010, the Department received a complaint against Respondent AARI from consumer-borrower Ignacio Venegas regarding AARI's mishandling and failure to perform loan negotiation and modification services as promised and Respondents' refusal to refund all or part of his advance fee.

25.

On or about June 2, 2009, and July 16, 2009, Respondents charged Gerardo Pedroza advance fees totaling $5,000 pursuant to the provisions of agreements pertaining to loan solicitation, negotiation, and modification services to be provided by Respondent AARI with respect to loans secured by real properties located in the city of La Puente, California. Gerardo Pedroza cancelled his agreements with Respondent AARI and demanded a refund of his advance fees which Respondent AARI refused all or part of said refund. On July 26, 2010, the Department received a complaint against Respondent AARI from consumer-borrower Gerardo Pedroza regarding AARI's mishandling and failure to perform loan negotiation and modification services as promised and Respondents' refusal to refund all or part of his advance fee.

26.

On or about June 4, 2009, Respondents charged Nuria Perdomo an advance fee of $2,700 pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by Respondent AARI with respect to a loan secured by the real property located in the city of South Gate, California. Nuria Perdomo cancelled her

agreement with Respondent AARI and demanded a refund of her advance fee which Respondent AARI refused. On July 6, 2010, the Department received a complaint against Respondent AARI from consumer-borrower Nuria Perdomo regarding AARI's mishandling and failure to perform loan negotiation and modification services as promised and Respondents' refusal to refund all or part of her advance fee.

27.

On or about June 17, 2009, Respondents charged Juan Miranda Martinez an advance fee of $2,500 pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by Respondent AARI with respect to a loan secured by real property located in the city of Lynwood, California. Juan Miranda Martinez initially dealt with Milagros Mundo who solicited Respondents' loan modification services to Juan Miranda Martinez. Milagros Mundo has never been licensed in any capacity by the Department. Juan Miranda Martinez cancelled his agreements with Respondent AARI and demanded a refund of his advance fees which Respondent AARI refused all or part of said refund. On or about July 26, 2010, the Department received a complaint against Respondent AARI from consumer-borrower Gerardo Pedroza regarding AARI's mishandling and failure to perform loan negotiation and modification services as promised and Respondents' refusal to refund all or part of his advance fee.

28.

On or about July 6, 2009, Respondents charged Domingo Venegas Ramirez an advance fee of $2,500 pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by Respondent AARI with respect to a loan secured by the real property located in the city of Long Beach, California. Domingo Venegas Ramirez cancelled his agreement with Respondent AARI and demanded a refund of his advance fee which Respondent AARI refused all or a part of said refund. On or about December 17, 2009, the Department received a complaint against Respondent AARI from consumer-borrower Domingo Venegas Ramirez regarding AARI's mishandling and failure to perform loan

negotiation and modification services as promised and Respondents' refusal to refund all or part of his advance fee.

29.

On or about July 9, 2009, Respondents charged Mario Anorve an advance fee of $2,500 pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by Respondent AARI with respect to a loan secured by the real property located in the city of Fontana, California. Mario Anorve initially dealt with Milagros Mundo who solicited Respondents' loan modification services to Mario Anorve. Milagros Mundo has never been licensed in any capacity by the Department. Mario Anorve cancelled his agreement with Respondent AARI and demanded a refund of his advance fee which Respondent AARI refused all or a part of said refund. On or about March 16, 2010, the Department received a complaint against Respondent AARI from consumer-borrower Mario Anorve regarding AARI's mishandling and failure to perform loan negotiation and modification services as promised and Respondents' refusal to refund all or part of his advance fee.

30.

On or about July 10, 2009, Respondents charged Ramon Hernandez an advance fee of $2,500 pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by Respondent AARI with respect to a loan secured by the real property located in the city of Bakersfield, California. Ramon Hernandez cancelled his agreement with Respondent AARI and demanded a refund of his advance fee which Respondent AARI refused. On or about February 25, 2010, the Department received a complaint against Respondent AARI from consumer-borrower Ramon Hernandez regarding AARI's mishandling and failure to perform loan negotiation and modification services as promised and Respondents' refusal to refund all or part of his advance fee.

31.

On or about July 29, 2009, Respondents charged Francisco Jimenez an advance fee of $2,500 pursuant to the provisions of an agreement pertaining to loan solicitation,

negotiation, and modification services to be provided by Respondent AARI with respect to a loan secured by the real property located in the city of South Gate, California. Francisco Jimenez cancelled his agreement with Respondent AARI and demanded a refund of his advance fee which Respondent AARI refused all or a part of said refund. On or about January 5, 2010, the Department received a complaint against Respondent AARI from consumer-borrower Francisco Jimenez regarding AARI's mishandling and failure to perform loan negotiation and modification services as promised and Respondents' refusal to refund all or part of his advance fee.

32.

On or about August 22, 2009, Respondents charged Jose Alejandro Mendez an advance fee of $2,500 pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by Respondent AARI with respect to a loan secured by the real property located in the city of Long Beach, California. Jose Alejandro Mendez cancelled his agreement with Respondent AARI and demanded a refund of his advance fee which Respondent AARI refused all or a part of said refund. On July 12, 2010, the Department received a complaint against Respondent AARI from consumer-borrower Jose Alejandro Mendez regarding AARI's mishandling and failure to perform loan negotiation and modification services as promised and Respondents' refusal to refund all or part of his advance fee.

33.

On or about September 25, 2009, Respondents charged Antonio Ramirez, an advance fee of $2,500 pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by Respondent AARI with respect to a loan secured by the real property located in the city of San Bernardino, California. Antonio Ramirez cancelled his agreement with Respondent AARI and demanded a refund of his advance fee which Respondent AARI refused all or a part of said refund. On December 31, 2009, the Department received a complaint against Respondent AARI from consumer-borrower Antonio

Ramirez regarding AARI's mishandling and failure to perform loan negotiation and modification services as promised and Respondents' refusal to refund all or part of his advance fee.

34.

From in or around October 2009 through April 23, 2010, Respondents employed or compensated Maria Isabel Arguello to solicit and offer to perform loan negotiation and modification services and short sales for borrowers including, but not limited to, Juan Garcia and Jose Hernandez. Maria Isabel Arguello has never been licensed in any capacity by the Department.

35.

The conduct, acts and/or omissions of Respondents as set forth above, in employing or compensating unlicensed persons including, but not limited to, Carlos Landaveri, Milagros Mundo and Maria Isabel Arguello to perform activities requiring a real estate license is a violation of Code Section 10137 and constitutes grounds to discipline the licenses and/or license rights of Respondents pursuant to Code Sections 10137, 10177(d), 10177(g) and/or 10177(j).

36.

The conduct, acts and/or omissions of Respondents as set forth in Paragraphs 21 through 34, above, of making false and/or misleading representations in order to induce borrowers to enter into a loan modification or refinance agreement with AARI, and in otherwise engaging in fraudulent and dishonest dealing, constitutes cause for the suspension or revocation of the licenses and license rights of Respondent AARI pursuant to Code Sections 10176(a), 10176(b), 10176(i), and/or 10177(j).

FOURTH CAUSE OF ACCUSATION
(Audit)

37.

There is hereby incorporated in this Fourth, separate Cause of Accusation, all of the allegations contained in Paragraphs 1 through 36, above, with the same force and effect as if herein fully set forth.

38.

On January 13, 2010, the Department completed an audit examination of the books and records of Respondent AARI pertaining to the mortgage loan, advance fee and loan negotiation and modification service activities described in Paragraph 9, which require a real estate license. The audit examination covered a period of time beginning on October 6, 2008 to August 31, 2009. The audit examination revealed violations of the Code and the Regulations as set forth in the following paragraphs, and more fully discussed in Audit Report LA 090010 and the exhibits and work papers attached to said Audit Report.

39.

Violations

In the course of activities described in Paragraph 26, above, and during the examination period described in Paragraph 38, Respondents AARI and SANTILLAN, acted in violation of the Code and the Regulations as follows:

(a) From October 6, 2008, through August 31, 2009, Respondent AARI maintained three (3) general Bank of America bank accounts (herein referred to as BA1 #04024-75752, BA2 #153493852070 and BA3 #04027-16337)[1] for handling of the receipt and disbursement of advance fees collected. Respondents AARI and SANTILLAN failed to obtain written consent of every beneficiary prior to every disbursement that resulted in a shortage of account funds, in violation of Code Section 10145 and Regulation 2832.1.

(b) From January 15, 2009, through March 3, 2009, Respondent AARI collected advance fees within the meaning of Code Section 10026 from homeowners seeking loan modification services wherein AARI 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.

(c) Failed to furnish a verified copy of accounting content which includes

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[1] BA1 had a shortage of $41,818.87, BA2 had a shortage of $95,900.01, and BA3 had a shortage of $125,113.72.

identification of the trust fund account into which the advance fee has been deposited, description of services rendered, the amount allocated or disbursed from the advance fee at the end of each calendar quarter and when the contract has been completely performed by the licensee, in violation of 10146 and Regulation 2972.

(d) Failed to establish and/or maintain a trust account at a bank or other recognized financial institution in the name of the broker for deposit of advance fees collected by AARI totaling $1,193,407.69, thereby depositing trust funds in AARI's general accounts BA2 and BA3 and thus commingling trust funds with AARI's funds, in violation of Code Sections 10145, 10146, 10176(e) and Regulations 2832 and 2835.

(e) Respondent AARI used advance fees deposited into AARI's general accounts BA1, BA2 and BA3 to pay for AARI's operating expenses and payrolls prior to completion of loan negotiation and modification services; therefore, reducing the balances of AARI's general accounts to an amount less than the amount of advance fees deposited, in violation of Code Sections 10145, 10176(i) and 10177(j).

(f) Failed to maintain a complete and accurate columnar record for each general account, thereby failing to reflect dates of receipts, amounts of deposit, accurate disbursements related to loan negotiation and modification activity, and a running daily balance, in violation of Code Section 10145 and Regulation 2831.

(g) Failed to maintain a separate record for each beneficiary or transaction, thereby failing to account for all advance fees collected, dates of receipts, amounts of deposit, accurate disbursements related to loan negotiation and modification activity, and a running daily balance, in violation of Code Section 10145 and Regulation 2831.1.

(h) Failed to maintain a written monthly reconciliation of the receipts and disbursements record and the total balance of separate beneficiary records for bank account used to handle advance fees, in violation of Code Section 10145 and Regulation 2831.2.

(i) Respondent AARI conducted mortgage loan activities by using fictitious business names "America Associates," "America Associates, LLC," "America Associates

Realty," "America Associates, Inc.," and "Associates United, Inc.," without first obtaining a license from the Department bearing such fictitious business names, in violation of Code Section 10159.5 and Regulation 2731.

(j) After being given reasonable notice, Respondent AARI failed to retain records in connection with its mortgage loan activities requested by the Department, in violation of Code Section 10148.

Disciplinary Statutes

40.

The conduct of Respondent AARI described in Paragraph 39, above, violated the Code and the Regulations as set forth below:

PARAGRAPH	PROVISIONS VIOLATED
39(a)	Code Section 10145 and Regulation 2832.1
39(b)	Code Section 10085 and Regulation 2970
39(c)	Code Section 10146 and Regulation 2972
39(d)	Code Sections 10145, 10146, 10176(e) and Regulations 2832 and 2835
39(e)	Code Sections 10145, 10176(i) and 10177(j)
39(f)	Code Section 10145 and Regulation 2831
39(g)	Code Section 10145 and Regulation 2831.1
39(h)	Code Section 10145 and Regulation 2831.2
39(i)	Code Section 10159.5 and Regulation 2731
39(j)	Code Section 10148

The foregoing violations constitute cause for the suspension or revocation of the real estate license and license rights of Respondent AARI, 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.

41.

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

FIFTH CAUSE OF ACCUSATION
(Failure to Supervise)
(SANTILLAN)

42.

There is hereby incorporated in this Fifth, separate Cause of Accusation, all of the allegations contained in Paragraphs 1 through 41, above, with the same force and effect as if herein fully set forth.

43.

The conduct, acts and/or omissions of Respondent SANTILLAN, in allowing Respondent AARI to violate the Real Estate Law, as set forth above, constitutes a failure by Respondent SANTILLAN, as the officer designated by the corporate broker licensee, to exercise the supervision and control over the activities of Respondent AARI, as required by Code Section 10159.2, and is cause to suspend or revoke the real estate licenses and license rights of Respondent SANTILLAN under Code Sections 10177(d), 10177(g) and/or 10177(h).

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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 the license and license rights of Respondents AMERICA ASSOCIATES REALTY, INC., RUBEN FLORES SANTILLAN, individually and as designated officer of America Associates Realty, Inc., JUAN ROBERTO ROMERO ASCENCIO, and ALBERTO A. ROMERO, 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.

Dated at Los Angeles, California
this 4th day of November 2010.

MARIA SUAREZ
Deputy Real Estate Commissioner

cc: America Associates Realty, Inc.
Ruben Flores Santillan
Juan Roberto Romero Ascencio
Alberto A. Romero
OAH
Maria Suarez
Sacto
Audits – Chona T. Soriano
Maxima Realty, Inc.
Nu Vision Real Estate, Inc.

SAC

LISSETE GARCIA, SBN 211522
Department of Real Estate
320 West 4th Street, Ste. 350
Los Angeles, California 90013-1105

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-or- (213) 576-6982 (office)

FILED
AUG 25 2010
DEPARTMENT OF REAL ESTATE
By

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of AMERICA ASSOCIATES REALTY, INC., RUBEN FLORES SANTILLAN, individually and as designated officer of America Associates Realty, Inc., JUAN ROBERTO ROMERO ASCENCIO, and ALBERTO A. ROMERO, Respondents.	No. H-36774 LA ACCUSATION

The Complainant, Maria Suarez, a Deputy Real Estate Commissioner of the State of California, for cause of Accusation against AMERICA ASSOCIATES REALTY, INC., RUBEN FLORES SANTILLAN, individually and as designated officer of America Associates Realty, Inc., JUAN ROBERTO ROMERO ASCENCIO, and ALBERTO A. ROMERO, alleges as follows:

1.

The Complainant, Maria Suarez, acting in her official capacity as a Deputy Real Estate Commissioner of the State of California, makes this Accusation against AMERICA ASSOCIATES REALTY, INC., RUBEN FLORES SANTILLAN, individually and as designated officer of America Associates Realty, Inc., JUAN ROBERTO ROMERO ASCENCIO, and ALBERTO A. ROMERO (collectively "Respondents").

2.

All references to the "Code" are to the California Business and Professions Code and all references to "Regulations" are to Title 10, Chapter 6, California Code of Regulations.

3.

At all times mentioned herein, Respondent AMERICA ASSOCIATES REALTY, INC. ("AARI") was licensed or had license rights issued by the Department of Real Estate ("Department") as a real estate corporation. Respondent AARI was originally licensed as a real estate corporation on December 31, 2008. At all times relevant herein, Respondent AARI was authorized to act by and through Respondent RUBEN FLORES SANTILLAN as its broker designated pursuant to Code Section 10159.2 to be responsible for ensuring compliance with the Real Estate Law.

4.

At all times mentioned herein, Respondent RUBEN FLORES SANTILLAN ("SANTILLAN") was licensed or had license rights issued by the Department as a real estate broker. Respondent SANTILLAN was originally licensed as a real estate broker on April 15, 1991.

5.

At all times mentioned herein, Respondent JUAN ROBERTO ROMERO ASCENCIO, also known as Roberto Romero ("J. ROBERTO ROMERO") was licensed or had license rights issued by the Department of as a real estate salesperson. Respondent J. ROBERTO ROMERO was originally licensed as a real estate salesperson on January 14, 2008.

6.

At all times mentioned herein, Respondent ALBERTO A. ROMERO ("ALBERTO ROMERO") was licensed or had license rights issued by the Department as a real estate salesperson. Respondent ALBERTO ROMERO was originally licensed as a real estate salesperson on September 23, 2005.

7.

At all times mentioned herein, AARI is and was a California corporation. Respondent J. ROBERTO ROMERO is a corporate director, chief financial officer and agent for service of process for Respondent AARI. Respondent J. ROBERTO ROMERO has owned or controlled more than 10% of Respondent AARI's stock. Respondent ALBERTO ROMERO is a corporate director and chief executive officer for Respondent AARI. Respondent ALBERTO ROMERO has owned or controlled more than 10% of Respondent AARI's stock. Laura Guerrero is a corporate director for Respondent AARI and has owned or controlled more than 10% of Respondent AARI's stock. Laura Guerrero is not now and has never been licensed in any capacity by the Department. Respondent SANTILLAN is the corporate secretary for Respondent AARI.

8.

All further references to "Respondents" include the parties listed in Paragraphs 3 through 7, above, as well as the officers, agents and employees of the parties listed in Paragraphs 3 through 7, above.

9.

At all times mentioned herein, in the city of Paramount, County of Los Angeles, Respondents engaged in the business of a real estate broker conducting activities requiring a real estate license within the meaning of Code Sections 10131(a), 10131(d), and 10131.2. Respondents engaged in operating a residential resale, mortgage loan, advance fee and loan modification service brokerage. For compensation or in expectation of compensation and for fees often collected in advance, Respondents contacted lenders on behalf of distressed homeowners seeking modification or forbearance of the terms of their home loans.

FIRST CAUSE OF ACCUSATION
(Advance Fee Violation)

10.

At no time mentioned herein was America Investors LLC licensed by the

Department as a real estate corporation or a fictitious business name of any Respondent. America Investors LLC is a California corporation. Respondent J. ROBERTO ROMERO is a managing member of America Investors LLC.

11.

At all times mentioned herein, in the State of California, Respondents engaged in the business of claiming, demanding, charging receiving, collecting or contracting for the collection of advance fees, within the meaning of Code Section 10026 including, but not limited to, the following loan activities with respect to loans which were secured by liens on real property:

a. On or about June 20, 2008, Martin G.M. paid an advance fee of $2,500 to Respondents, who were doing business as "America Investors LLC." The advance fee was collected pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by Respondents with respect to a loan secured by the real property located in the city of Ventura, California.

b. On or about October 28, 2008, Juana D. paid an advance fee of $2,500 to Respondents who were doing business as "Associates United, Inc." The advance fee was collected pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by Respondents with respect to a loan secured by real property located in the city of La Puente, California.

c. On or about November 1, 2008, Jose P. paid an advance fee of $2,500 to Respondents, who were using the name "America Investors LLC." The advance fee was collected pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by Respondents with respect to a loan secured by the real property located in the city of Bell Gardens, California.

d. At all times mentioned herein, America Investors LLC operated out of the same main office address as Respondent AARI at 15718 Paramount Blvd., Paramount, California 90723. America Investors LLC solicited loan negotiation and modification services

on the website URL address: http://www.americaloanmodification.com. Respondent J. ROBERTO ROMERO represented himself as the office manager of America Investors LLC.

12.

Respondents charged and collected the advance fees described in Paragraph 11, above, for soliciting borrowers or lenders or negotiating loans secured by real property, which constitute an advance fee within the meaning of Code Section 10026.

13.

Respondents failed to submit a written agreement or any written solicitation for loan negotiation and modification services described in Paragraph 11, above, to the Commissioner ten days before using it, in violation of Code Section 10085 and Regulation 2970.

14.

The conduct, acts and/or omissions of Respondents, as set forth above, are cause for the suspension or revocation of the licenses and license rights of Respondents pursuant to Code Sections 10085, 10177(d) and/or 10177(g).

SECOND CAUSE OF ACCUSATION
(Unlicensed Activity and
(Use of Unauthorized Fictitious Business Name)

15.

There is hereby incorporated in this Second, separate Cause of Accusation, all of the allegations contained in Paragraphs 1 through 14, above, with the same force and effect as if herein fully set forth.

16.

The activities described in Paragraph 11, supra, require a real estate license under Code Sections 10131(d) and 10131.2. Use of a fictitious business name for activities requiring the issuance of a real estate license requires the filing of an application for the use of such name with the Department in accordance with the provisions of Code Section 10159.5.

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17.

Respondents acted without Department authorization in using the fictitious business name "America Investors LLC" to engage in activities requiring the issuance of a real estate license.

18.

The conduct, acts and/or omissions of Respondents AARI and SANTILLIAN, as set forth in Paragraphs 16 and 17 above, violate Code Section 10159.5 and Regulation 2731, and are cause for the suspension or revocation of the licenses and license rights of Respondents AARI and SANTILLIAN pursuant to Code Sections 10177(d) and /or 10177(g).

THIRD CAUSE OF ACCUSATION
(Unlawful Employment/Fraud/Dishonest Dealing)

19.

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

20.

On or about February 10, 2009, Respondent AARI submitted an advance fee agreement and accounting format to the Department for approval. On March 3, 2009, the Department issued a "no objection" letter of approval of the advance fee agreement and accounting format submitted by Respondent AARI. Said advance fee agreement included a provision that if the principal cancelled the agreement before the agreed completion date or before the agreed upon services are completed, all unearned advance fees would be refunded to the principal within 5 business days.

21.

On or about November 5, 2009, the Department received a complaint against Respondent AARI from consumer-borrower Maria V.A. regarding AARI's mishandling and failure to perform loan negotiation and modification services as promised. On or about March 6, 2009, Maria V.A. paid an advance fee of $2,500 to Respondent AARI. The advance fee was

collected pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by Respondent AARI with respect to a loan secured by the real property located in the city of Orange, California. Maria V.A. initially dealt exclusively with Carlos Landaveri who was handling her loan modification transaction on behalf of Respondent AARI. Carlos Landaveri, has never been licensed in any capacity by the Department. After several months of not receiving any status or results from AARI, Maria V.A. was informed that Carlos Landaveri was no longer employed by Respondent AARI. Maria V.A. cancelled her agreement with Respondent AARI and demanded a refund of her advance fee which Respondent AARI refused.

22.

On or about November 18, 2009, the Department received a complaint against Respondent AARI from consumer-borrower Antonio V. regarding AARI's mishandling and failure to perform loan negotiation and modification services as promised. On or about May 18, 2009, Antonio V. paid an advance fee of $2,500 to Respondent AARI. The advance fee was collected pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by Respondent AARI with respect to a loan secured by the real property located in the city of Bell Gardens, California.

23.

On or about December 28, 2009, the Department received a complaint against Respondent AARI from consumer-borrower Manuel S. regarding AARI's mishandling and failure to perform loan negotiation and modification services as promised. On or about April 3, 2009, Respondents charged Manuel S. an advance fee of $2,500 pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by Respondent AARI with respect to a loan secured by the real property located in the city of Compton, California. Manuel S. cancelled his agreement with Respondent AARI and demanded a refund of his advance fee which Respondent AARI refused.

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24.

On or about February 25, 2010, the Department received a complaint against Respondent AARI from consumer-borrower Ramon H. regarding AARI's mishandling and failure to perform loan negotiation and modification services as promised. On or about July 10, 2009, Respondents charged Ramon H. an advance fee of $2,500 pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by Respondent AARI with respect to a loan secured by the real property located in the city of Bakersfield, California. Ramon H. cancelled his agreement with Respondent AARI and demanded a refund of his advance fee which Respondent AARI refused.

25.

On or about December 17, 2009, the Department received a complaint against Respondent AARI from consumer-borrower Domingo R. regarding AARI's mishandling and failure to perform loan negotiation and modification services as promised. On or about July 6, 2009, Respondents charged Domingo R. an advance fee of $2,500 pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by Respondent AARI with respect to a loan secured by the real property located in the city of Long Beach, California. Domingo R.. cancelled his agreement with Respondent AARI and demanded a refund of his advance fee which Respondent AARI refused all or a part of said refund.

26.

On or about March 16, 2010, the Department received a complaint against Respondent AARI from consumer-borrower Mario A. regarding AARI's mishandling and failure to perform loan negotiation and modification services as promised. On or about July 9, 2009, Respondents charged Mario A. an advance fee of $2,500 pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by Respondent AARI with respect to a loan secured by the real property located in the city of

Fontana, California. Mario A. cancelled his agreement with Respondent AARI and demanded a refund of his advance fee which Respondent AARI refused all or a part of said refund.

27.

On or about January 5, 2010, the Department received a complaint against Respondent AARI from consumer-borrower Francisco J. regarding AARI's mishandling and failure to perform loan negotiation and modification services as promised. On or about July 29, 2009, Respondents charged Francisco J. an advance fee of $2,500 pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by Respondent AARI with respect to a loan secured by the real property located in the city of South Gate, California. Francisco J. cancelled his agreement with Respondent AARI and demanded a refund of his advance fee which Respondent AARI refused all or a part of said refund.

28.

On or about December 31, 2009, the Department received a complaint against Respondent AARI from consumer-borrower Ricardo A. R. regarding AARI's mishandling and failure to perform loan negotiation and modification services as promised. On or about September 25, 2009, Respondents charged Ricardo A. R. an advance fee of $2,500 pursuant to the provisions of an agreement pertaining to loan solicitation, negotiation, and modification services to be provided by Respondent AARI with respect to a loan secured by the real property located in the city of San Bernardino, California. Ricardo A. R. cancelled his agreement with Respondent AARI and demanded a refund of his advance fee which Respondent AARI refused all or a part of said refund.

29.

The conduct, acts and/or omissions of Respondents, as set forth in Paragraph 21, above, in employing or compensating unlicensed persons including, but not limited to, Carlos Landaveri, to perform activities requiring a real estate license is a violation of Code Section 10137 and constitutes grounds to discipline the licenses and/or license rights of Respondent AARI pursuant to Code Sections 10137, 10177(d), 10177(g) and/or 10177(j).

30.

The conduct, acts and/or omissions of Respondents as set forth in Paragraphs 21 through 28, above, of making false and/or misleading representations in order to induce borrowers to enter into a loan modification or refinance agreement with AARI, and in otherwise engaging in fraudulent and dishonest dealing, constitutes cause for the suspension or revocation of the licenses and license rights of Respondent AARI pursuant to Code Sections 10176(a), 10176(b), 10176(i), and/or 10177(j).

FOURTH CAUSE OF ACCUSATION
(Audit)

31.

There is hereby incorporated in this Fourth, separate Cause of Accusation, all of the allegations contained in Paragraphs 1 through 30, above, with the same force and effect as if herein fully set forth.

32.

On January 13, 2010, the Department completed an audit examination of the books and records of Respondent AARI pertaining to the mortgage loan, advance fee and loan negotiation and modification service activities described in Paragraph 9, which require a real estate license. The audit examination covered a period of time beginning on October 6, 2008 to August 31, 2009. The audit examination revealed violations of the Code and the Regulations as set forth in the following paragraphs, and more fully discussed in Audit Report LA 090010 and the exhibits and work papers attached to said Audit Report.

33.

Violations

In the course of activities described in Paragraph 26, above, and during the examination period described in Paragraph 26, Respondents AARI and SANTILLAN, acted in violation of the Code and the Regulations as follows:

(a) From October 6, 2008, through August 31, 2009, Respondent AARI maintained three (3) general Bank of America bank accounts (herein referred to as

BA1 #04024-75752, BA2 #153493852070 and BA3 #04027-16337)[1] for handling of the receipt and disbursement of advance fees collected. Respondents AARI and SANTILLAN failed to obtain written consent of every beneficiary prior to every disbursement that resulted in a shortage of account funds, in violation of Code Section 10145 and Regulation 2832.1.

(b) From January 15, 2009, through March 3, 2009, Respondent AARI collected advance fees within the meaning of Code Section 10026 from homeowners seeking loan modification services wherein AARI 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.

(c) Failed to furnish a verified copy of accounting content which includes identification of the trust fund account into which the advance fee has been deposited, description of services rendered, the amount allocated or disbursed from the advance fee at the end of each calendar quarter and when the contract has been completely performed by the licensee, in violation of 10146 and Regulation 2972.

(d) Failed to establish and/or maintain a trust account at a bank or other recognized financial institution in the name of the broker for deposit of advance fees collected by AARI totaling $1,193,407.69, thereby depositing trust funds in AARI's general accounts BA2 and BA3 and thus commingling trust funds with AARI's funds, in violation of Code Sections 10145, 10146, 10176(e) and Regulations 2832 and 2835.

(e) Respondent AARI used advance fees deposited into AARI's general accounts BA1, BA2 and BA3 to pay for AARI's operating expenses and payrolls prior to completion of loan negotiation and modification services; therefore, reducing the balances of AARI's general accounts to an amount less than the amount of advance fees deposited, in violation of Code Sections 10145, 10176(i) and 10177(j).

[1] BA1 had a shortage of $41,818.87, BA2 had a shortage of $95,900.01, and BA3 had a shortage of $125,113.72.

(f) Failed to maintain a complete and accurate columnar record for each general account, thereby failing to reflect dates of receipts, amounts of deposit, accurate disbursements related to loan negotiation and modification activity, and a running daily balance, in violation of Code Section 10145 and Regulation 2831.

(g) Failed to maintain a separate record for each beneficiary or transaction, thereby failing to account for all advance fees collected, dates of receipts, amounts of deposit, accurate disbursements related to loan negotiation and modification activity, and a running daily balance, in violation of Code Section 10145 and Regulation 2831.1.

(h) Failed to maintain a written monthly reconciliation of the receipts and disbursements record and the total balance of separate beneficiary records for bank account used to handle advance fees, in violation of Code Section 10145 and Regulation 2831.2.

(i) Respondent AARI conducted mortgage loan activities by using fictitious business names "America Associates," "America Associates, LLC.," "America Associates Realty," "America Associates, Inc.," and "Associates United, Inc.," without first obtaining a license from the Department bearing such fictitious business names, in violation of Code Section 10159.5 and Regulation 2731.

(j) After being given reasonable notice, Respondent AARI failed to retain records in connection with its mortgage loan activities requested by the Department, in violation of Code Section 10148.

Disciplinary Statutes

34.

The conduct of Respondent AARI described in Paragraph 33, above, violated the Code and the Regulations as set forth below:

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PARAGRAPH	PROVISIONS VIOLATED
33(a)	Code Section 10145 and Regulation 2832.1
33(b)	Code Section 10085 and Regulation 2970
33(c)	Code Section 10146 and Regulation 2972
33(d)	Code Sections 10145, 10146, 10176(e) and Regulations 2832 and 2835
33(e)	Code Sections 10145, 10176(i) and 10177(j)
33(f)	Code Section 10145 and Regulation 2831
33(g)	Code Section 10145 and Regulation 2831.1
33(h)	Code Section 10145 and Regulation 2831.2
33(i)	Code Section 10159.5 and Regulation 2731
33(j)	Code Section 10148

The foregoing violations constitute cause for the suspension or revocation of the real estate license and license rights of Respondent AARI, 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.

35.

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

FIFTH CAUSE OF ACCUSATION
(Failure to Supervise)
(SANTILLAN)

36.

There is hereby incorporated in this Fifth, separate Cause of Accusation, all of the allegations contained in Paragraphs 1 through 35, above, with the same force and effect as if

herein fully set forth.

37.

The conduct, acts and/or omissions of Respondent SANTILLAN, in allowing Respondent AARI to violate the Real Estate Law, as set forth above, constitutes a failure by Respondent SANTILLAN, as the officer designated by the corporate broker licensee, to exercise the supervision and control over the activities of Respondent AARI, as required by Code Section 10159.2, and is cause to suspend or revoke the real estate licenses and license rights of Respondent SANTILLAN under Code Sections 10177(d), 10177(g) and/or 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 the license and license rights of Respondents AMERICA ASSOCIATES REALTY, INC., RUBEN FLORES SANTILLAN, individually and as designated officer of America Associates Realty, Inc., JUAN ROBERTO ROMERO ASCENCIO, and ALBERTO A. ROMERO, 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.

Dated at Los Angeles, California
this 23rd day of August, 2010.

MARIA SUAREZ
Deputy Real Estate Commissioner

cc: America Associates Realty, Inc.
Ruben Flores Santillan
Juan Roberto Romero Ascencio
Alberto A. Romero
Maria Suarez
Sacto
Audits – Chona T. Soriano
Maxima Realty, Inc.
Nu Vision Real Estate, Inc.