

FILED

AUG 28 2013

BUREAU OF REAL ESTATE

By *Norma Jimenez*

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BEFORE THE BUREAU OF REAL ESTATE

STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of)	No. H-37568 LA
JMM FINANCIAL, INC., dba Home)	
Solutions Financial, JOSE F.)	
CASARES, individually, and as)	
designated officer of)	
JMM Financial, Inc., and)	
<u>MARTIN MANUEL MARQUEZ,</u>)	
Respondents.)	

ORDER SUSPENDING REAL ESTATE LICENSE

TO: MARTIN MANUEL MARQUEZ
P.O. Box 4142
Whittier, CA 90607

On August 13, 2012, all licenses and license rights of Respondent MARTIN MANUEL MARQUEZ, License ID 01507390, were to be suspended on the terms, conditions and restrictions set forth in the Bureau of Real Estate Commissioner's Decision in Case No. H-37568 LA. This Order became effective on August 13, 2012.

1 Among the terms and conditions of the Order,
2 Respondent was required to take and pass the Professional
3 Responsibility Examination within six (6) months from the
4 effective date of the Decision. The Commissioner has determined
5 that Respondent has failed to satisfy this condition.

6 NOW, THEREFORE, IT IS ORDERED under authority of the
7 Order issued in this matter that the real estate officer license
8 heretofore issued to Respondent and the exercise of any
9 privileges thereunder is hereby suspended until such time as
10 Respondent provides proof satisfactory to the Bureau of Real
11 Estate of compliance with the "conditions" referred to above, or
12 pending final determination made after hearing (see "Hearing
13 Rights" set forth below).

14 IT IS FURTHER ORDERED that all license certificates
15 and identification cards issued by Bureau of Real Estate which
16 are in the possession of Respondent be immediately surrendered
17 by personal delivery or by mailing in the enclosed, self-
18 addressed envelope

19 to:

20
21 Bureau of Real Estate
22 Attn: Licensing Flag Section
23 PO BOX 137013
24 SACRAMENTO, CA 95813-7013

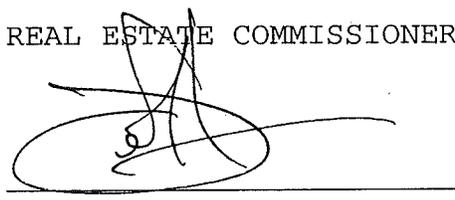
25 HEARING RIGHTS: You have the right to a hearing to
26 contest the Commissioner's determination that you are in
27 violation of the Order issued in this matter. If you desire a
hearing, you must submit a written request. The request may be
in any form, as long as it is in writing and indicates that you

1 want a hearing. Unless a written request for a hearing, signed
2 by or on behalf of you, is delivered or mailed to the Bureau of
3 Real Estate at 320 W. 4th Street, Room 350, Los Angeles,
4 California 90013, within 20 days after the date that this Order
5 was mailed to or served on you, the Department will not be
6 obligated or required
7 to provide you with a hearing.

This Order shall be effective immediately.

8 DATED: July 30, 2013.

10 REAL ESTATE COMMISSIONER

11 
12

13 **By: JEFFREY MASON**
14 **Chief Deputy Commissioner**

SACTO
Flag

FILED

JUL 23 2012

1 Department of Real Estate
2 320 West Fourth Street, #350
3 Los Angeles, California 90013

DEPARTMENT OF REAL ESTATE
BY: *Guadalupe Hernandez*

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7
8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of)
12)
13 JMM FINANCIAL INC, dba Home)
14 Solutions Financial, JOSE F.)
15 CASARES, individually, and as)
16 designated officer of JMM Financial)
17 Inc, and MARTIN MANUEL MARQUEZ)
18 Respondents.)

No. H-37568 LA
2011110971

STIPULATION AND
AGREEMENT

17
18 It is hereby stipulated by and between MARTIN MANUEL
19 MARQUEZ and the Complainant, acting by and through James A.
20 Demus, Counsel for the Department of Real Estate, as follows for
21 the purpose of settling and disposing of the Accusation in this
22 matter, filed on October 5, 2011:

23 1. All issues which were to be contested and all
24 evidence which was to be presented by Complainant and Respondent
25 at a formal hearing on the Accusation, which hearing was to be
26 held in accordance with the provisions of the Administrative
27 Procedure Act (APA), shall instead and in place thereof be

1 submitted solely on the basis of the provisions of this
2 Stipulation and Agreement (Stipulation).

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

7 3. Respondent filed a Notice of Defense pursuant to
8 Section 11506 of the Government Code for the purpose of
9 requesting a hearing on the allegations in the Accusation.
10 Respondent hereby freely and voluntarily withdraws said Notice of
11 Defense. Respondent acknowledges that he understands that by
12 withdrawing said Notice of Defense, he thereby waives his right
13 to require the Commissioner to prove the allegations in the
14 Accusation at a contested hearing held in accordance with the
15 provisions of the APA and that he will waive other rights
16 afforded to him in connection with the hearing such as the right
17 to present evidence in his defense and the right to cross-examine
18 witnesses.

19 4. This Stipulation is based on the factual
20 allegations contained in the Accusation. In the interest of
21 expedience and economy, Respondent chooses not to contest these
22 allegations, but to remain silent and understands that, as a
23 result thereof, these factual allegations, without being admitted
24 or denied, will serve as a prima facie basis for the disciplinary
25 action stipulated to herein. The Real Estate Commissioner shall
26 not be required to provide further evidence to prove said factual
27 allegations.

1 5. This Stipulation is based on Respondent's decision
2 not to contest the allegations set forth in the Accusation as a
3 result of the agreement negotiated between the parties. This
4 Stipulation is expressly limited to this proceeding and any
5 further proceeding initiated by or brought before the Department
6 of Real Estate based upon the factual allegations in the
7 Accusation and is made for the sole purpose of reaching an agreed
8 disposition of this proceeding. The decision of Respondent not
9 to contest the allegations contained in the "Order" herein below,
10 is made solely for the purpose of effectuating this Stipulation.
11 It is the intent and understanding of the parties that this
12 Stipulation shall not be binding or admissible against
13 Respondents in any action against Respondent by third parties.

14 6. It is understood by the parties that the Real
15 Estate Commissioner may adopt the Stipulation as his Decision in
16 this matter thereby imposing the penalty and sanctions on
17 Respondent's real estate license and license rights as set forth
18 in the "Order" herein below. In the event that the Commissioner
19 in his discretion does not adopt the Stipulation, it shall be
20 void and of no effect, and Respondent shall retain the right to a
21 hearing and proceeding on the Accusation under the provisions of
22 the APA and shall not be bound by any admission or waiver made
23 herein.

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

1 Estate with respect to any matters which were not specifically
2 alleged to be causes for accusation in this proceeding.

3 DETERMINATION OF ISSUES

4 By reason of the foregoing stipulations and solely for
5 the purpose of settlement of the Accusation without a hearing, it
6 is stipulated and agreed that the following determination of
7 issues shall be made:

8 I

9 The conduct of MARTIN MANUEL MARQUEZ, as described in
10 Paragraph 4, above, is a basis for discipline of MARTIN MANUEL
11 MARQUEZ's license and license rights pursuant to Sections
12 10176(a) and 10177(g) of the Code.

13 ORDER

14 WHEREFORE THE FOLLOWING ORDER IS MADE PURSUANT TO THE
15 WRITTEN STIPULATION OF THE PARTIES:

16 I.

17 All licenses and licensing rights of Respondent
18 MARTIN MANUEL MARQUEZ under the Real Estate Law are suspended
19 for a period of ninety (90) days from the effective date of
20 this Decision; provided, however, that sixty (60) days of said
21 suspension, shall be stayed for two (2) years upon the
22 following terms and conditions:

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

26 2. That no final subsequent determination be made,
27 after hearing or upon stipulation that cause for disciplinary

1 action occurred within two (2) years of the effective date of
2 this Decision. Should such a determination be made, the
3 Commissioner may, in his discretion, vacate and set aside the
4 stay order and reimpose all or a portion of the stayed
5 suspension. Should no such determination be made, the stay
6 imposed herein shall become permanent.

7 II.

8 If Respondent MARTIN MANUEL MARQUEZ petitions, an
9 additional 30 days shall be stayed upon condition that:

10 1. Respondent pays a monetary penalty pursuant to
11 Section 10175.2 of the Code at the rate of \$50 for each day of
12 the suspension for a total monetary penalty of \$1,500.

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

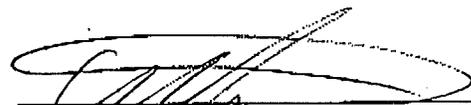
18 3. No further cause for disciplinary action against
19 the real estate license of Respondent occurs within two years
20 from the effective date of the Decision in this matter.

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

1 cross-examine witnesses against me and to present evidence in
2 defense and mitigation of the charges.

3 Respondent can signify acceptance and approval of the
4 terms and conditions of this Stipulation by faxing a copy of the
5 signature page, as actually signed by Respondents, to the
6 Department at the following telephone/fax number: James A. Demus
7 at (213) 576-6917. Respondent agrees, acknowledges and
8 understands that by electronically sending to the Department a
9 fax copy of Respondent's actual signature as it appears on the
10 stipulation, that receipt of the faxed copy by the Department
11 shall be as binding on Respondent as if the Department had
12 received the original signed Stipulation.

13
14 DATED: 6/14/2012


15 MARTIN MANUEL MARQUEZ,
16
17

18 The foregoing Stipulation and Agreement is hereby
19 adopted as my Decision as to Respondent MARTIN MANUEL MARQUEZ and
20 shall become effective at 12 o'clock noon on
21 _____, 2012.

22 IT IS SO ORDERED _____, 2012

23 Real Estate Commissioner
24
25 _____
26

27

1 cross-examine witnesses against me and to present evidence in
2 defense and mitigation of the charges.

3 Respondent can signify acceptance and approval of the
4 terms and conditions of this Stipulation by faxing a copy of the
5 signature page, as actually signed by Respondents, to the
6 Department at the following telephone/fax number: James A. Demus
7 at (213) 576-6917. Respondent agrees, acknowledges and
8 understands that by electronically sending to the Department a
9 fax copy of Respondent's actual signature as it appears on the
10 Stipulation, that receipt of the faxed copy by the Department
11 shall be as binding on Respondent as if the Department had
12 received the original signed Stipulation.

13
14 DATED: _____
15 MARTIN MANUEL MARQUEZ,

16 ***

17 The foregoing Stipulation and Agreement is hereby
18 adopted as my Decision as to Respondent MARTIN MANUEL MARQUEZ and
19 shall become effective at 12 o'clock noon on
20 AUG 13 2012, 2012.

21
22 IT IS SO ORDERED July 11, 2012

23 Real Estate Commissioner

24
25 

26 By WAYNE S. BELL
27 Chief Counsel

SFACTO
Flag

FILED

AUG 01 2012

DEPARTMENT OF REAL ESTATE
BY: *[Signature]*

BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of)	No. H-37568 LA
)	
<u>JMM FINANCIAL INC</u> , dba Home)	
Solutions Financial, <u>JOSE F.</u>)	
<u>CASARES</u> , individually, and as)	
former designated officer of)	
JMM Financial Inc, and MARTIN)	
MANUEL MARQUEZ,)	
)	
)	
<u>Respondents.</u>)	

DECISION

This Decision is being issued in accordance with the provisions of Section 11520 of the Government Code, on evidence of compliance with Section 11505 of the Government Code and pursuant to the Order of Default filed on , 2012, and the findings of fact set forth herein are based on one or more of the following: (1) Respondents JMM Financial Inc's ("JMM") and JOSE F. CASARES's ("CASARES") express admissions; (2) affidavits; and (3) other evidence.

FACTUAL FINDINGS

1.

On September 26, 2011, Maria Suarez made the Accusation in her official capacity as a Deputy Real

Estate Commissioner of the State of California. The Accusation, Statement to Respondent, and Notice of Defense were mailed by certified and regular mail, to Respondents' last known mailing addresses on file with the Department of Real Estate ("Department") on October 5, 2011.

2.

On , 2012, no Notice of Defense having been filed by JMM or CASARES within the time prescribed by Section 11506 of the Government Code, Respondents' defaults were entered herein.

3.

JMM presently has license rights under the Real Estate Law (Part 1 of Division 4 of the Business and Professions Code, hereinafter "Code"), as a corporate real estate broker. JMM was initially licensed by the California Department of Real Estate ("Department") on December 28, 2006. On December 27, 2010, JMM's license expired. Pursuant to Code Section 10201, JMM retains renewal rights for two years. The Department holds jurisdiction over the lapsed license, pursuant to Code Section 10103.

4.

On December 28, 2006, HOME SOLUTIONS FINANCIAL (hereinafter "HSF") was registered with the Department as a fictitious business name for JMM.

5.

JOSE F. CASARES (hereinafter "CASARES") is presently licensed and/or has license rights under the Real Estate Law, as a real estate broker. He was designated officer of JMM from December 28, 2006 to December 27, 2010.

6.

Der Nersesian Transaction

On June 12, 2009, Aram Der Nersesian ("Der Nersesian") paid \$2,500 as an advance fee for HSF to perform services for Der Nersesian in connection with a loan secured by real property located at 23302 Beaumont Street, Valencia, CA. On October 2, 2009, Der Nersesian paid an additional advance fee of \$1,000 to HSF. HSF did not provide Der Nersesian with written copies of the loan modification agreement that Der Nersesian signed.

7.

Oxford Transaction

On or about April 1, 2009, Valerie Oxford ("Oxford") entered into an agreement with HSF in which HSF agreed to perform services for Oxford in connection with a loan secured by real property located at 1875 Cabrillo Avenue, Santa Clara, CA, in exchange for payment of advance fees. Among the terms of this agreement was a "money back guarantee" if HSF failed to obtain a loan modification.

8.

Le Transaction

On or about March 10, 2009, Kenneth Le ("Le") entered into an agreement with HSF in which HSF agreed to perform services for Le in connection with a loan secured by real property in exchange for payment of advance fees. Lee submitted a \$2,000 advance fee to HSF on April 14, 2009.

9.

Cardenas Transaction

On or about April 15, 2009, Bertha Cardenas ("Cardenas") paid an advance fee of \$2,500 to HSF for the performance of services in connection with a loan secured by real property. On September 3, 2009, Cardenas cancelled the loan modification transaction and requested a refund. Cardenas has not received a refund to date.

10.

Pena Transaction

After being solicited by CASARES regarding loan modification services provided by HSF, Eloy Pena ("Pena") submitted seven (7) cashier's checks for \$2,500 each to HSF on April 13, 2009 as advance fees for the performance of services in connection with several loans secured by real property. Pena also signed a loan modification agreement with HSF on April 18, 2009. Despite repeated representations by CASARES that the loans would be modified, HSF did not obtain modifications on Pena's home loans and did not refund Pena's advance fees.

11.

Rodriguez Transaction

On May 29, 2009, Francisco and Teresa Rodriguez entered into an agreement with HSF in which HSF agreed to perform services for Francisco and Teresa Rodriguez in connection with several loans secured by real property in exchange for payment of advance fees. Between May 29, 2009 and July 12, 2009, HSF collected \$21,500 in advance fees from Francisco and Teresa Rodriguez.

12.

Pham Transaction

On or about August 6, 2009, Hieu Pham ("Pham") entered into an Advance Fee Agreement with HSF, in which Pham agreed to pay HSF an advance fee of \$5,000 for the performance of services in connection with a loan secured by real property located at

8541 Alissa Way, Elk Grove, CA. Among the terms of the agreement was a guarantee that "there will be a full refund on your payment if there is no case established." Between August 6, 2009 and August 27, 2009, Pham paid \$5,000 in advance fees to HSF. Pham received neither a modification of his loan, nor a refund of his advance fees from HSF.

13.

Doan Transaction

On or about September 14, 2009, Hanna Hanh Kieu Chau Doan ("Doan") entered into an Advance Fee Agreement with HSF, in which Doan agreed to pay HSF an advance fee of \$5,000 for the performance of services in connection with a loan secured by real property located at 2408 Oliver Drive, Hayward, CA. Among the terms of the agreement was a guarantee that "there will be a full refund on your payment if there is no case established." Between September 14, 2009 and October 15, 2009, Doan paid \$5,000 in advance fees to HSF. Doan received neither a modification of his loan, nor a refund of his advance fees from HSF.

DETERMINATION OF ISSUES

1.

The agreements described in Paragraphs 7 through 11 above constitute advance fee agreements within the meaning of Code Section 10026. None of the advance fee agreements described in paragraphs 7 through 11 were submitted to the Real Estate Commissioner 10 days before their use, in violation of Code Sections 10085 and 10085.5, as well as Section 2970 of Title 10, California Code of Regulations ("Regulations"). The advance fee agreement described in paragraphs 7 through 11 provide cause for suspension or revocation of the licenses and license rights of JMM and CASARES pursuant to Code Sections 10177(d) and 10177(g).

2.

The conduct, acts and/or omissions described in paragraphs 6, 7, 10, 12 & 13 above constitute substantial misrepresentations and false promises of a character likely to influence, persuade, or induce, providing cause for the for suspension or revocation of the license and license rights of JMM pursuant to Code Sections 10176(a) and 10176(b).

3.

The conduct, acts and/or omissions described in paragraph 10 above constitutes a substantial misrepresentation, providing cause for the suspension or

revocation of the license and license rights of CASARES pursuant to Code Sections 10176(a) and 10177(g).

4.

The overall conduct of Respondent CASARES constituted a failure on his part, as an officer designated by a corporate broker licensee, to exercise reasonable supervision and control over the licensed activities of JMM as required by Code Section 10159.2, and to keep JMM in compliance with the Real Estate Law, and is cause for the suspension or revocation of the real estate license and license rights of CASARES pursuant to the provisions of Code Sections 10177(d), 10177(g) and 10177(h).

5.

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

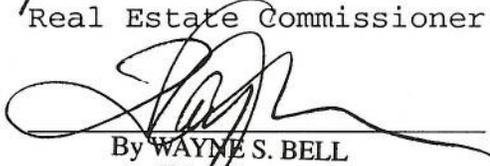
ORDER

The real estate licenses and license rights of Respondents JMM FINANCIAL INC and JOSE F. CASARES under the provisions of Part I of Division 4 of the Business and Professions Code are revoked.

This Decision shall become effective at
12 o'clock noon on AUG 21 2012 , 2012

DATED: 7/17 , 2012

Real Estate Commissioner


By WAYNE S. BELL
Chief Counsel

1 Department of Real Estate
320 West Fourth Street, Suite 350
2 Los Angeles, CA 90013

FILED

3 (213) 576-6982

JUL 02 2012

DEPARTMENT OF REAL ESTATE
BY: Gustavo Valencia

8 BEFORE THE DEPARTMENT OF REAL ESTATE

9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of)
)
12 JMM FINANCIAL INC, dba Home)
Solutions Financial, JOSE F.)
13 CASARES, individually, and)
as former designated officer)
14 of JMM Financial Inc, and)
15 MARTIN MANUEL MARQUEZ,)
)
16 Respondents.)

No. H-37568 LA

DEFAULT ORDER

17 Respondents JMM FINANCIAL INC and JOSE F. CASARES,
18 having failed to file Notices of Defense within the time
19 required by Section 11506 of the Government Code, are now in
20 default. It is, therefore, ordered that a default be entered
21 on the record in this matter

22 IT IS SO ORDERED

July 2, 2012
Real Estate Commissioner

24
25 By:

Dolores Weeks
Regional Manager

FILED

OCT 05 2011

1 JAMES DEMUS, Counsel (SBN 225005)
2 Department of Real Estate
3 320 West Fourth St., #350
4 Los Angeles, CA 90013

DEPARTMENT OF REAL ESTATE
BY: Guadalupe Valera

4 (213) 576-6982
5 (213) 576-6910 (direct)

6
7
8
9 BEFORE THE DEPARTMENT OF REAL ESTATE
10 STATE OF CALIFORNIA

11 * * *

12 In the Matter of the Accusation of)

No. H-37568 LA

13)
14 JMM FINANCIAL INC, dba Home)
15 Solutions Financial, JOSE F.)
16 CASARES, individually, and as)
17 former designated officer of JMM)
18 Financial Inc, and MARTIN MANUEL)
19 MARQUEZ,)

A C C U S A T I O N

20 Respondents.)

21 The Complainant, Maria Suarez, a Deputy Real Estate
22 Commissioner of the State of California, for cause of
23 Accusation against JMM FINANCIAL INC, dba Home Solutions
24 Financial, JOSE F. CASARES, individually, and as former
25 designated officer of JMM Financial Inc, and MARTIN MANUEL
26 MARQUEZ is informed and alleges as follows:

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1.

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

2.

JMM FINANCIAL INC, (hereinafter "JMM") presently has license rights under the Real Estate Law (Part 1 of Division 4 of the Business and Professions Code, hereinafter "Code"), as a corporate real estate broker. JMM was initially licensed by the California Department of Real Estate ("Department") on December 28, 2006. On December 27, 2010, JMM's license expired. Pursuant to Business and Professions Code Section 10201, JMM retains renewal rights for two years. The Department of Real Estate holds jurisdiction over the lapsed license, pursuant to Business and Professions Code Section 10103.

3.

On December 28, 2006, HOME SOLUTIONS FINANCIAL (hereinafter "HSF") was registered with the Department as a fictitious business name for JMM.

4.

JOSE F. CASARES (hereinafter "CASARES") is presently licensed and/or has license rights under the Real Estate Law, as a real estate broker. He was designated officer of JMM from December 28, 2006 to December 27, 2010.

///
///

1 5.

2 Pursuant to Code Section 10159.2, Respondent CASARES
3 was responsible for the supervision and control of the
4 activities conducted on behalf of Respondent JMM and by its
5 officers and employees as necessary to secure full compliance
6 with the provisions of the Real Estate Law, including the
7 supervision of salespersons licensed to the corporation in the
8 performance of acts for which a real estate license is
9 required.

10 6.

11 MARTIN MANUEL MARQUEZ (hereinafter "MARQUEZ") is
12 presently licensed and/or has license rights under the Real
13 Estate Law, as a real estate salesperson. From June 30, 2009
14 until February 27, 2011, MARQUEZ was registered with the
15 Department as under the employ of JMM.

16 7.

17 At all times material herein, Respondents JMM and
18 CARDENAS were engaged in the business of, acted in the capacity
19 of, advertised or assumed to act as real estate brokers in the
20 State of California, within the meaning of Code Section
21 10131(d) and 10131.2, including negotiating loans or performing
22 services for borrowers and collecting or contracting for the
23 collection of an advance fee, within the meaning of Code
24 Section 10026.

25 ///

26 ///

27 ///

Der Nersesian Transaction

On June 12, 2009, Aram Der Nersesian ("Der Nersesian") paid \$2,500 as an advance fee for HSF to perform services for Der Nersesian in connection with a loan secured by real property located at 23302 Beaumont Street, Valencia, CA. On October 2, 2009, Der Nersesian paid an additional advance fee of \$1,000 to HSF. HSF did not provide Der Nersesian with written copies of the loan modification agreement that Der Nersesian signed. MARQUEZ promised a refund to Der Nersesian if HSF failed to secure a modification on Der Nersesian's home loan. HSF did not obtain a loan modification and Der Nersesian did not receive a refund.

Oxford Transaction

On or about April 1, 2009, Valerie Oxford ("Oxford") entered into an agreement with HSF in which HSF agreed to perform services for Oxford in connection with a loan secured by real property located at 1875 Cabrillo Avenue, Santa Clara, CA, in exchange for payment of advance fees. Among the terms of this agreement was a "money back guarantee" if HSF failed to obtain a loan modification. MARQUEZ also guaranteed a refund to Oxford if HSF could not obtain a loan modification. After payment of advance fees to HSF, Oxford received neither a loan modification, nor a refund.

///

///

1 10.

2 Le Transaction

3 On or about March 10, 2009, Kenneth Le ("Le") entered
4 into an agreement with HSF in which HSF agreed to perform
5 services for Le in connection with a loan secured by real
6 property in exchange for payment of advance fees. Lee submitted
7 a \$2,000 advance fee to HSF on April 14, 2009.

8 11.

9 Cardenas Transaction

10 On or about April 15, 2009, Bertha Cardenas
11 ("Cardenas") paid an advance fee of \$2,500 to HSF for the
12 performance of services in connection with a loan secured by
13 real property. On September 3, 2009, Cardenas cancelled the
14 loan modification transaction and requested a refund. Cardenas
15 has not received a refund to date.

16 12.

17 Pena Transaction

18 After being solicited by CASARES regarding loan
19 modification services provided by HSF, Eloy Pena ("Pena")
20 submitted seven (7) cashier's checks for \$2,500 each to HSF on
21 April 13, 2009 as advance fees for the performance of services
22 in connection with several loans secured by real property.
23 Pena also signed a loan modification agreement with HSF on
24 April 18, 2009. Despite repeated representations by CASARES
25 that the loans would be modified, HSF did not obtain
26 modifications on Pena's home loans and did not refund Pena's
27 advance fees.

13.

2 Rodriguez Transaction

3 On May 29, 2009, Francisco and Teresa Rodriguez
4 entered into an agreement with HSF in which HSF agreed to
5 perform services for Francisco and Teresa Rodriguez in
6 connection with several loans secured by real property in
7 exchange for payment of advance fees. Between May 29, 2009 and
8 July 12, 2009, HSF collected \$21,500 in advance fees from
9 Francisco and Teresa Rodriguez.

14.

11 Pham Transaction

12 On or about August 6, 2009, Hieu Pham ("Pham")
13 entered into an Advance Fee Agreement with HSF, in which Pham
14 agreed to pay HSF an advance fee of \$5,000 for the performance
15 of services in connection with a loan secured by real property
16 located at 8541 Alissa Way, Elk Grove, CA. Among the terms of
17 the agreement was a guarantee that "there will be a full refund
18 on your payment if there is no case established." Between
19 August 6, 2009 and August 27, 2009, Pham paid \$5,000 in advance
20 fees to HSF. Pham received neither a modification of his loan,
21 nor a refund of his advance fees from HSF.

15.

23 Doan Transaction

24 On or about September 14, 2009, Hanna Hanh Kieu Chau
25 Doan ("Doan") entered into an Advance Fee Agreement with HSF,
26 in which Doan agreed to pay HSF an advance fee of \$5,000 for
27 the performance of services in connection with a loan secured

1 by real property located at 2408 Oliver Drive, Hayward, CA.
2 Among the terms of the agreement was a guarantee that "there
3 will be a full refund on your payment if there is no case
4 established." Between September 14, 2009 and October 15, 2009,
5 Doan paid \$5,000 in advance fees to HSF. Doan received neither
6 a modification of his loan, nor a refund of his advance fees
7 from HSF.

8 16.

9 The agreements described in Paragraphs 9 through 13
10 above constitute advance fee agreements within the meaning of
11 Code Section 10026. None of the advance fee agreements
12 described in paragraphs 9 through 13 were submitted to the Real
13 Estate Commissioner 10 days before their use, in violation of
14 Code Sections 10085 and 10085.5, as well as Section 2970 of
15 Title 10, California Code of Regulations ("Regulations"). The
16 advance fee agreement described in paragraphs 9 through 13
17 provide cause for suspension or revocation of the licenses and
18 license rights of JMM and CASARES pursuant to Code Sections
19 10177(d) and/or 10177(g).

20 17.

21 The conduct, acts and/or omissions described in
22 paragraphs 8, 9, 12, 14 and 15 above constitute substantial
23 misrepresentations and false promises of a character likely to
24 influence, persuade, or induce, providing cause for the for
25 suspension or revocation of the license and license rights of
26 JMM pursuant to Code Sections 10176(a) and 10176(b).

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18.

The conduct, acts and/or omissions described in paragraph 12 above constitutes a substantial misrepresentation, providing cause for the suspension or revocation of the license and license rights of CASARES pursuant to Code Sections 10176(a) and/or 10177(g).

19.

The conduct, acts and/or omissions described in paragraphs 8 and 9 above constitute substantial misrepresentations and false promises of a character likely to influence, persuade, or induce, providing cause for the for suspension or revocation of the license and license rights of MARQUEZ pursuant to Code Sections 10176(a), 10176(b) and/or 10177(g).

20.

The overall conduct of Respondent CASARES constituted a failure on his part, as an officer designated by a corporate broker licensee, to exercise reasonable supervision and control over the licensed activities of JMM as required by Code Section 10159.2, and to keep JMM in compliance with the Real Estate Law, and is cause for the suspension or revocation of the real estate license and license rights of CASARES pursuant to the provisions of Code Sections 10177(d), 10177(g) and 10177(h).

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1 WHEREFORE, Complainant prays that a hearing be
2 conducted on the allegations of this Accusation and that upon
3 proof thereof, a decision be rendered imposing disciplinary
4 action against all the licenses and license rights of
5 Respondents JMM FINANCIAL INC, JOSE F. CASARES, and MARTIN
6 MANUEL MARQUEZ under the Real Estate Law, and for such other
7 and further relief as may be proper under other applicable
8 provisions of law.

9 Dated at Los Angeles, California
10 this 26 day of September, 2011

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14 Maria Suarez
15 Deputy Real Estate Commissioner
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24 cc: JMM FINANCIAL INC
25 JOSE F. CASARES
26 MARTIN MANUEL MARQUEZ
27 Maria Suarez
Sacto.