



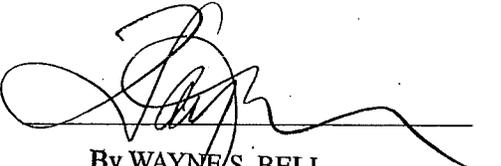
1 is accepted as of the effective date of this Order as set forth  
2 below, based upon the understanding and agreement expressed in  
3 Respondent's Declaration dated April 23, 2012 (attached as  
4 Exhibit "A" hereto). Respondent's license certificates, pocket  
5 cards and any branch office license certificates shall be sent to  
6 the below listed address so that they reach the Department on or  
7 before the effective date of this Order:

8 Department of Real Estate  
9 Atten: Licensing Flag Section  
10 P.O. Box 187000  
11 Sacramento, CA 95818-7000

12 This Order shall become effective at 12 o'clock noon  
13 on June 14, 2012.

14 DATED: May 21, 2012

15 Real Estate Commissioner

16   
17  
18 By WAYNE S. BELL.  
19 Chief Counsel

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EXHIBIT "A"

BEFORE THE DEPARTMENT OF REAL ESTATE  
STATE OF CALIFORNIA

\* \* \*

In the Matter of the Accusation of	)	DRE No. H-37788 LA
BRENNON MARTIN FELIX, individually	)	OAH No. 2012021107
and doing business as Global	)	
Rentals.	)	
	)	
Respondent.	)	

DECLARATION

My name is BRENNON MARTIN FELIX, and I am currently licensed as a real estate salesperson and as a Prepaid Rental Listing Service licensed to do business as Global Rentals. I have license rights with respect to said licenses. I am representing myself in this matter.

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 licenses issued by the Department of Real Estate ("Department"), pursuant to Business and Professions Code Section 10100.2.

1 I understand that by so voluntarily surrendering my  
2 licenses, I may be relicensed as a broker, salesperson or  
3 Prepaid Rental Listing Service only by petitioning for  
4 reinstatement pursuant to Section 11522 of the Government Code.  
5 I also understand that by so voluntarily surrendering my  
6 licenses, I agree to the following:

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

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

19 3. I further agree that upon acceptance by the  
20 Commissioner, as evidenced by an appropriate order, all  
21 affidavits and all relevant evidence obtained by the Department  
22 in this matter prior to the Commissioner's acceptance, and all  
23 allegations contained in the Accusation filed in the Department  
24 Case No. H-37788 LA, may be considered by the Department to be  
25 true and correct for the purpose of deciding whether to grant  
26 relicensure or reinstatement pursuant to Government Code Section  
27 11522.

28



SAC

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

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

**FILED**  
JAN 13 2012  
DEPARTMENT OF REAL ESTATE

By C.A.

BEFORE THE DEPARTMENT OF REAL ESTATE  
STATE OF CALIFORNIA

\* \* \*

In the Matter of the Accusation of )	NO. H-37788 LA
)	
BRENNON MARTIN FELIX, )	<u>A C C U S A T I O N</u>
individually and doing business )	
as Global Rentals, )	
)	
Respondent. )	
)	

The Complainant, Robin Trujillo, a Deputy Real Estate Commissioner of the State of California, for cause of Accusation against BRENNON MARTIN FELIX, individually and doing business as Global Rentals, is informed and alleges as follows:

1.

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

2.

BRENNON MARTIN FELIX, individually and doing business as Global Rentals (hereinafter "Respondent"), is presently licensed and/or has license rights under the Real Estate Law,

1 Part 1 of Division 4 of the California Business and Professions  
2 Code (hereinafter "Code") as a prepaid rental listing service  
3 licensee, pursuant to Code Section 10167, et seq. (hereinafter  
4 "PRLS").

5 3.

6 Respondent is currently licensed by the Department of  
7 Real Estate of the State of California (hereinafter  
8 "Department") as a PRLS. Said license entitled Respondent to  
9 conduct business under the fictitious name Global Rentals.  
10 During the times set forth herein below, Respondent operated a  
11 PRLS.

12 4.

13 Whenever reference is made in an allegation of this  
14 Accusation to Respondent, or conduct, acts, and/or omissions of  
15 Respondent, such reference shall include the party identified in  
16 Paragraph 3, above, and also includes the managers, employees,  
17 agents and/or real estate licensees employed by or associated  
18 with said party, who at all times herein mentioned were engaged  
19 in the furtherance of the business or operations of said party  
20 and who were acting within the course and scope of their  
21 authority, agency, or employment.  
22

23  
24 FIRST CAUSE OF ACCUSATION  
(PRLS Contract Requirement)

25 5.

26 On or about January 7, 2009, Respondent submitted a  
27 proposed PRLS contract, entitled "Global Rentals" to the  
28 Department for approval, pursuant to his application for a PRLS

1 license. The subject contract was approved for PRLS use by the  
2 Department, at which time Respondent was notified of the rules  
3 governing said contract's use.

4 6.

5 Code Section 10167.9(c) states in pertinent part, "Any  
6 modification of a form previously filed with the [department] ...  
7 shall also be filed prior to use."

8 7.

9 Respondent provided prospective tenants including, but  
10 not limited to, those listed in Paragraphs 12 through 30 below,  
11 with a PRLS contract entitled "Global Rentals" that had not been  
12 approved for PRLS use by the Department. Respondent induced  
13 prospective tenants to sign an addendum to the "Global Rentals"  
14 contract entitled, "90 days limited refund guarantee policy."  
15 Said addendum contained a "membership" clause that modified the  
16 terms in the "Global Rentals" contract, and was not submitted to  
17 the Department for approval for PRLS use. These documents,  
18 taken as a whole, constitute the entire agreement that was  
19 presented to prospective tenants by Respondent.

20 8.

21 Respondent also provided some prospective tenants with  
22 a Spanish language PRLS contract and a "90 days limited refund  
23 guarantee policy" which had not been submitted to the Department  
24 for approval for PRLS use. Those prospective tenants include,  
25 but are not limited to, Roxana Medina, Laura Rodelos, and Amelia  
26 Cordova.  
27  
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1 9.

2 The conduct, acts and/or omissions of Respondent  
3 as described herein above, are in violation of Code Section  
4 10167.9(c), and are grounds for the suspension or revocation of  
5 the real estate license and license rights of Respondent under  
6 the provisions of Section 10167.12(a)(1) of the Code.  
7

8 SECOND CAUSE OF ACCUSATION  
9 (Refund of Advance Fee Paid)  
10 (Substantial Misrepresentation/False, Misleading  
11 or Deceptive Practices)

12 10.

13 There is hereby incorporated in this Second, separate,  
14 Cause of Accusation, all of the allegations contained in  
15 Paragraphs 1 through 9 above, with the same force and effect as  
16 if herein fully set forth.

17 11.

18 The "90 days limited refund guarantee policy" that  
19 Respondent provided to prospective tenants did not comply with  
20 the right to refund requirements under Code Section 10167.10.  
21 Respondent refused to refund the advance fees paid by several  
22 prospective tenants including, but not limited to, those listed  
23 below:

24 Deanna Ko

25 12.

26 On or about October 26, 2009, Deanna Ko (hereinafter  
27 "Ko"), entered into a PRLS agreement with Respondent and paid  
28 Respondent One Hundred and Ninety-Five Dollars (\$195.00). Ko

1 signed a contract and a "90 days limited refund guarantee  
2 policy".

3 13.

4 Respondent provided Ko a list of properties that  
5 purportedly met Ko's pre-designated specifications as set forth  
6 in the contract referred to in Paragraph 12.

7 14.

8 On or about October 27, 2009, Ko independently  
9 obtained a rental, which was not in the information supplied to  
10 her by Respondent. On October 28, 2009, Ko submitted to  
11 Respondent a written request for a refund of her money.  
12 Respondent did not refund any portion of Ko's money to her.

13 Alicia Sharpe

14 15.

15 On or about November 1, 2009, Alicia Sharpe  
16 (hereinafter "Sharpe"), entered into a PRLS agreement with  
17 Respondent and paid Respondent One Hundred and Ninety-Five  
18 Dollars (\$195.00). Sharpe signed a contract entitled "Global  
19 Rentals". The contract had been approved for PRLS use by the  
20 Department.  
21

22 16.

23 Respondent failed to provide Sharpe with a list of  
24 properties that purportedly met Sharpe's pre-designated  
25 specifications as set forth in the contract referred to in  
26 Paragraph 15.  
27  
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1 17.

2 On November 3, 2009, Sharpe submitted to Respondent a  
3 written request for a refund of her money. Respondent did not  
4 refund any portion of Sharpe's money to her.

5 Kevin Javaheri

6 18.

7 On or about April 10, 2010, Kevin Javaheri  
8 (hereinafter "Javaheri"), entered into a PRLS agreement with  
9 Respondent and paid Respondent One Hundred and Ninety-Five  
10 Dollars (\$195.00).

11 19.

12 Respondent provided Javaheri with a list of properties  
13 that purportedly met Javaheri's pre-designated specifications as  
14 set forth in the contract referred to in Paragraph 18.

15 20.

16 Javaheri discovered that some of the properties on the  
17 list provided by Respondent did not meet Jahaveri's pre-  
18 designated specifications, were not being offered for rent, or  
19 that the property owners had no prior knowledge of Respondent's  
20 business.

21 21.

22 Jahaveri submitted to Respondent a written request for  
23 a refund of his advance fee money. Respondent did not refund  
24 any portion of Jahaveri's money to him.  
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1 Iris Annette Escobar

2 22.

3 On or about May 22, 2010, Iris Annette Escobar  
4 (hereinafter "Escobar"), entered into a PRLS agreement with  
5 Respondent and paid Respondent One Hundred and Ninety-Five  
6 Dollars (\$195.00). Escobar signed a contract and a "90 days  
7 limited refund guarantee policy".

8 23.

9 Respondent's employee, Anwar Conde (hereinafter  
10 "Conde"), verbally represented to Escobar that Respondent would  
11 give her a full refund if she cancelled her agreement with  
12 Respondent within five days of signing the contract.

13 24.

14 Respondent provided Escobar a list of properties that  
15 purportedly met Escobar's pre-designated specifications as set  
16 forth in the contract referred to in Paragraph 22. Conde  
17 informed Escobar that she had to request permission to inspect  
18 any properties that Escobar was interested in. Escobar was not  
19 allowed to inspect any properties until Respondent first spoke  
20 to the owners. Escobar visited a number of properties  
21 Respondent had listed. Some of the properties Escobar visited  
22 did not meet the designated specifications Escobar had  
23 requested. Escobar asked Respondent for permission to inspect  
24 two properties. Respondent failed to reply to Escobar's request  
25 to inspect the two properties.  
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25.

1  
2 On May 26, 2010, Escobar submitted to Respondent a  
3 written request for a refund of her money. Respondent did not  
4 refund any portion of Escobar's money to her.

5 Allie Uribe

6 26.

7 On or about June 26, 2010, Allie Uribe (hereinafter  
8 "Uribe"), entered into a PRLS agreement with Respondent and paid  
9 Respondent One Hundred and Ninety-Five Dollars (\$195.00). Uribe  
10 signed a contract and a "90 days limited refund guarantee  
11 policy". One contract entitled "Global Rentals" had been  
12 approved for PRLS use by the Department.

13 27.

14 Respondent's employee, Christian, provided Uribe with  
15 a list of properties that purportedly met Uribe's pre-designated  
16 specifications as set forth in the contract referred to in  
17 Paragraph 26. Christian verbally informed Uribe that she could  
18 view the purportedly available properties from the "outside  
19 only."

20 28.

21 Uribe visited a number of properties Respondent had  
22 listed. At one location, Uribe was told by the property owner  
23 that the property was not being offered for rent. At a second  
24 location, Uribe was also told that the property had been rented  
25 approximately six months prior and was not available for rent.  
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1 29.

2 Uribe submitted to Respondent a written request for a  
3 refund of her money within five (5) days of signing the contract  
4 referred to in Paragraph 22. Respondent did not refund any  
5 portion of Uribe's money to her.

6 Elisabeth Schoeler

7 30.

8 On or about April 9, 2011, Elisabeth Schoeler  
9 (hereinafter "Schoeler"), entered into a PRLS agreement with  
10 Respondent and paid Respondent One Hundred and Ninety-Five  
11 Dollars (\$195.00).

12 31.

13 Respondent's employee, Priscilla Castillo,  
14 (hereinafter "Castillo") provided Schoeler with a list of  
15 properties that purportedly met Schoeler's pre-designated  
16 specifications as set forth in the contract referred to in  
17 Paragraph 30. Castillo verbally informed Schoeler that she  
18 could only inspect the properties after obtaining permission  
19 from Global Rentals. Schoeler repeatedly attempted to obtain  
20 permission from Global Rentals to inspect certain properties.  
21 Global Rentals failed to ever obtain permission for Schoeler to  
22 inspect the purportedly available properties.

23 32.

24 Schoeler submitted to Respondent a written request for  
25 a refund of her advance fee money. Respondent did not refund  
26 any portion of Schoeler's money to her.  
27  
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1 33.

2 The conduct, acts and/or omissions of Respondent as  
3 described herein above, are in violation of Sections 10167.9,  
4 10167.10 and/or 10167.11 of the Code, and are grounds for the  
5 suspension or revocation of the real estate licenses and license  
6 rights of Respondent under the provisions of Section  
7 10167.12(a)(1) of the Code.

8 34.

9 Business and Professions Code Section 10167.10(e)  
10 provides that "[I]f the licensee fails to make a refund as  
11 provided in this section and if the denial or delay in making  
12 the refund is found to have been done in bad faith, a court of  
13 appropriate jurisdiction, including a small claims court, shall  
14 be empowered to award damages to the plaintiff in an amount not  
15 to exceed One Thousand Dollars (\$1,000) in addition to actual  
16 damages sustained by the plaintiff. If the licensee refuses or  
17 is unable to pay the damages awarded by the court, the award may  
18 be satisfied out of the security required under Section  
19 10167.7."

20  
21 THIRD CAUSE OF ACCUSATION  
22 (Failure to Retain Records)

23 35.

24 There is hereby incorporated in this Third, separate,  
25 Cause of Accusation, all of the allegations contained in  
26 Paragraphs 1 through 34 above, with the same force and effect as  
27 if herein fully set forth.  
28

1 36.

2 On June 9, 2011, the Department served Respondent with  
3 a subpoena duces tecum for documents including: originals of  
4 PRLS contracts, refund claims, refund receipts, and complete  
5 records of refunds. Respondent failed to retain records  
6 required to be retained for three years under Code Section  
7 10167.9(b)(1).  
8

9 37.

10 The conduct, acts and/or omissions of Respondent as  
11 described herein above, are in violation of Code Section  
12 10167.9(b)(1), and are grounds for the suspension or revocation  
13 of the real estate licenses and license rights of Respondent  
14 under the provisions of Code Section 10167.12(a)(1).  
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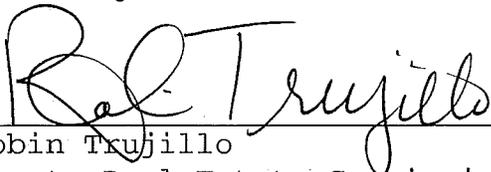
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1                   WHEREFORE, Complainant prays that a hearing be  
2 conducted on the allegations of this Accusation and that upon  
3 proof thereof, a decision be rendered imposing disciplinary  
4 action against all licenses and/or license rights of Respondent  
5 BRENNON MARTIN FELIX, individually and doing business as Global  
6 Rentals, under the Real Estate Law (Part 1 of Division 4 of the  
7 California Business and Professions Code), and for such other  
8 and further relief as may be proper under other applicable  
9 provisions of law.

10  
11 Dated at Los Angeles, California

12  
13 this   6   day of   January  , 2012.

14  
15   
16 \_\_\_\_\_  
17 Robin Trujillo  
18 Deputy Real Estate Commissioner

19  
20  
21  
22  
23 cc: Brennon Martin Felix dba Global Rentals  
24 Robin Trujillo  
25 Sacto  
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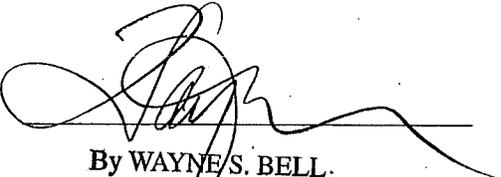
1 is accepted as of the effective date of this Order as set forth  
2 below, based upon the understanding and agreement expressed in  
3 Respondent's Declaration dated April 23, 2012 (attached as  
4 Exhibit "A" hereto). Respondent's license certificates, pocket  
5 cards and any branch office license certificates shall be sent to  
6 the below listed address so that they reach the Department on or  
7 before the effective date of this Order:

8 Department of Real Estate  
9 Atten: Licensing Flag Section  
10 P.O. Box 187000  
11 Sacramento, CA 95818-7000

12 This Order shall become effective at 12 o'clock noon  
13 on June 14, 2012.

14 DATED: May 21, 2012

15 Real Estate Commissioner

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17  
18 By WAYNE S. BELL.  
19 Chief Counsel

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EXHIBIT "A"

BEFORE THE DEPARTMENT OF REAL ESTATE  
STATE OF CALIFORNIA

\* \* \*

In the Matter of the Accusation of	)	DRE No. H-37788 LA
BRENNON MARTIN FELIX, individually	)	OAH No. 2012021107
and doing business as Global	)	
Rentals.	)	
	)	
Respondent.	)	

DECLARATION

My name is BRENNON MARTIN FELIX, and I am currently licensed as a real estate salesperson and as a Prepaid Rental Listing Service licensed to do business as Global Rentals. I have license rights with respect to said licenses. I am representing myself in this matter.

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 licenses issued by the Department of Real Estate ("Department"), pursuant to Business and Professions Code Section 10100.2.

1 I understand that by so voluntarily surrendering my  
2 licenses, I may be relicensed as a broker, salesperson or  
3 Prepaid Rental Listing Service only by petitioning for  
4 reinstatement pursuant to Section 11522 of the Government Code.  
5 I also understand that by so voluntarily surrendering my  
6 licenses, I agree to the following:

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

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

19 3. I further agree that upon acceptance by the  
20 Commissioner, as evidenced by an appropriate order, all  
21 affidavits and all relevant evidence obtained by the Department  
22 in this matter prior to the Commissioner's acceptance, and all  
23 allegations contained in the Accusation filed in the Department  
24 Case No. H-37788 LA, may be considered by the Department to be  
25 true and correct for the purpose of deciding whether to grant  
26 relicensure or reinstatement pursuant to Government Code Section  
27 11522.

28



SAC

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

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

**FILED**  
JAN 13 2012  
DEPARTMENT OF REAL ESTATE

By C.A.

BEFORE THE DEPARTMENT OF REAL ESTATE  
STATE OF CALIFORNIA

\* \* \*

In the Matter of the Accusation of )	NO. H-37788 LA
)	
BRENNON MARTIN FELIX, )	<u>A C C U S A T I O N</u>
individually and doing business )	
as Global Rentals, )	
)	
Respondent. )	
)	

The Complainant, Robin Trujillo, a Deputy Real Estate Commissioner of the State of California, for cause of Accusation against BRENNON MARTIN FELIX, individually and doing business as Global Rentals, is informed and alleges as follows:

1.

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

2.

BRENNON MARTIN FELIX, individually and doing business as Global Rentals (hereinafter "Respondent"), is presently licensed and/or has license rights under the Real Estate Law,

1 Part 1 of Division 4 of the California Business and Professions  
2 Code (hereinafter "Code") as a prepaid rental listing service  
3 licensee, pursuant to Code Section 10167, et seq. (hereinafter  
4 "PRLS").

5 3.

6 Respondent is currently licensed by the Department of  
7 Real Estate of the State of California (hereinafter  
8 "Department") as a PRLS. Said license entitled Respondent to  
9 conduct business under the fictitious name Global Rentals.  
10 During the times set forth herein below, Respondent operated a  
11 PRLS.

12 4.

13 Whenever reference is made in an allegation of this  
14 Accusation to Respondent, or conduct, acts, and/or omissions of  
15 Respondent, such reference shall include the party identified in  
16 Paragraph 3, above, and also includes the managers, employees,  
17 agents and/or real estate licensees employed by or associated  
18 with said party, who at all times herein mentioned were engaged  
19 in the furtherance of the business or operations of said party  
20 and who were acting within the course and scope of their  
21 authority, agency, or employment.  
22

23  
24 FIRST CAUSE OF ACCUSATION  
(PRLS Contract Requirement)

25 5.

26 On or about January 7, 2009, Respondent submitted a  
27 proposed PRLS contract, entitled "Global Rentals" to the  
28 Department for approval, pursuant to his application for a PRLS

1 license. The subject contract was approved for PRLS use by the  
2 Department, at which time Respondent was notified of the rules  
3 governing said contract's use.

4 6.

5 Code Section 10167.9(c) states in pertinent part, "Any  
6 modification of a form previously filed with the [department] ...  
7 shall also be filed prior to use."

8 7.

9 Respondent provided prospective tenants including, but  
10 not limited to, those listed in Paragraphs 12 through 30 below,  
11 with a PRLS contract entitled "Global Rentals" that had not been  
12 approved for PRLS use by the Department. Respondent induced  
13 prospective tenants to sign an addendum to the "Global Rentals"  
14 contract entitled, "90 days limited refund guarantee policy."  
15 Said addendum contained a "membership" clause that modified the  
16 terms in the "Global Rentals" contract, and was not submitted to  
17 the Department for approval for PRLS use. These documents,  
18 taken as a whole, constitute the entire agreement that was  
19 presented to prospective tenants by Respondent.

20 8.

21 Respondent also provided some prospective tenants with  
22 a Spanish language PRLS contract and a "90 days limited refund  
23 guarantee policy" which had not been submitted to the Department  
24 for approval for PRLS use. Those prospective tenants include,  
25 but are not limited to, Roxana Medina, Laura Rodelos, and Amelia  
26 Cordova.  
27  
28

1 9.

2 The conduct, acts and/or omissions of Respondent  
3 as described herein above, are in violation of Code Section  
4 10167.9(c), and are grounds for the suspension or revocation of  
5 the real estate license and license rights of Respondent under  
6 the provisions of Section 10167.12(a)(1) of the Code.  
7

8 SECOND CAUSE OF ACCUSATION  
9 (Refund of Advance Fee Paid)  
10 (Substantial Misrepresentation/False, Misleading  
11 or Deceptive Practices)

11 10.

12 There is hereby incorporated in this Second, separate,  
13 Cause of Accusation, all of the allegations contained in  
14 Paragraphs 1 through 9 above, with the same force and effect as  
15 if herein fully set forth.

16 11.

17 The "90 days limited refund guarantee policy" that  
18 Respondent provided to prospective tenants did not comply with  
19 the right to refund requirements under Code Section 10167.10.  
20 Respondent refused to refund the advance fees paid by several  
21 prospective tenants including, but not limited to, those listed  
22 below:

23 Deanna Ko  
24

25 12.

26 On or about October 26, 2009, Deanna Ko (hereinafter  
27 "Ko"), entered into a PRLS agreement with Respondent and paid  
28 Respondent One Hundred and Ninety-Five Dollars (\$195.00). Ko

1 signed a contract and a "90 days limited refund guarantee  
2 policy".

3 13.

4 Respondent provided Ko a list of properties that  
5 purportedly met Ko's pre-designated specifications as set forth  
6 in the contract referred to in Paragraph 12.

7 14.

8 On or about October 27, 2009, Ko independently  
9 obtained a rental, which was not in the information supplied to  
10 her by Respondent. On October 28, 2009, Ko submitted to  
11 Respondent a written request for a refund of her money.  
12 Respondent did not refund any portion of Ko's money to her.

13 Alicia Sharpe

14 15.

15 On or about November 1, 2009, Alicia Sharpe  
16 (hereinafter "Sharpe"), entered into a PRLS agreement with  
17 Respondent and paid Respondent One Hundred and Ninety-Five  
18 Dollars (\$195.00). Sharpe signed a contract entitled "Global  
19 Rentals". The contract had been approved for PRLS use by the  
20 Department.  
21

22 16.

23 Respondent failed to provide Sharpe with a list of  
24 properties that purportedly met Sharpe's pre-designated  
25 specifications as set forth in the contract referred to in  
26 Paragraph 15.  
27  
28

1 17.

2 On November 3, 2009, Sharpe submitted to Respondent a  
3 written request for a refund of her money. Respondent did not  
4 refund any portion of Sharpe's money to her.

5 Kevin Javaheri

6 18.

7 On or about April 10, 2010, Kevin Javaheri  
8 (hereinafter "Javaheri"), entered into a PRLS agreement with  
9 Respondent and paid Respondent One Hundred and Ninety-Five  
10 Dollars (\$195.00).

11 19.

12 Respondent provided Javaheri with a list of properties  
13 that purportedly met Javaheri's pre-designated specifications as  
14 set forth in the contract referred to in Paragraph 18.

15 20.

16 Javaheri discovered that some of the properties on the  
17 list provided by Respondent did not meet Jahaveri's pre-  
18 designated specifications, were not being offered for rent, or  
19 that the property owners had no prior knowledge of Respondent's  
20 business.

21 21.

22 Jahaveri submitted to Respondent a written request for  
23 a refund of his advance fee money. Respondent did not refund  
24 any portion of Jahaveri's money to him.  
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28

1 Iris Annette Escobar

2 22.

3 On or about May 22, 2010, Iris Annette Escobar  
4 (hereinafter "Escobar"), entered into a PRLS agreement with  
5 Respondent and paid Respondent One Hundred and Ninety-Five  
6 Dollars (\$195.00). Escobar signed a contract and a "90 days  
7 limited refund guarantee policy".

8 23.

9 Respondent's employee, Anwar Conde (hereinafter  
10 "Conde"), verbally represented to Escobar that Respondent would  
11 give her a full refund if she cancelled her agreement with  
12 Respondent within five days of signing the contract.

13 24.

14 Respondent provided Escobar a list of properties that  
15 purportedly met Escobar's pre-designated specifications as set  
16 forth in the contract referred to in Paragraph 22. Conde  
17 informed Escobar that she had to request permission to inspect  
18 any properties that Escobar was interested in. Escobar was not  
19 allowed to inspect any properties until Respondent first spoke  
20 to the owners. Escobar visited a number of properties  
21 Respondent had listed. Some of the properties Escobar visited  
22 did not meet the designated specifications Escobar had  
23 requested. Escobar asked Respondent for permission to inspect  
24 two properties. Respondent failed to reply to Escobar's request  
25 to inspect the two properties.  
26  
27  
28

25.

1  
2 On May 26, 2010, Escobar submitted to Respondent a  
3 written request for a refund of her money. Respondent did not  
4 refund any portion of Escobar's money to her.

5 Allie Uribe

6 26.

7 On or about June 26, 2010, Allie Uribe (hereinafter  
8 "Uribe"), entered into a PRLS agreement with Respondent and paid  
9 Respondent One Hundred and Ninety-Five Dollars (\$195.00). Uribe  
10 signed a contract and a "90 days limited refund guarantee  
11 policy". One contract entitled "Global Rentals" had been  
12 approved for PRLS use by the Department.

13 27.

14 Respondent's employee, Christian, provided Uribe with  
15 a list of properties that purportedly met Uribe's pre-designated  
16 specifications as set forth in the contract referred to in  
17 Paragraph 26. Christian verbally informed Uribe that she could  
18 view the purportedly available properties from the "outside  
19 only."

20 28.

21 Uribe visited a number of properties Respondent had  
22 listed. At one location, Uribe was told by the property owner  
23 that the property was not being offered for rent. At a second  
24 location, Uribe was also told that the property had been rented  
25 approximately six months prior and was not available for rent.  
26

1 29.

2 Uribe submitted to Respondent a written request for a  
3 refund of her money within five (5) days of signing the contract  
4 referred to in Paragraph 22. Respondent did not refund any  
5 portion of Uribe's money to her.

6 Elisabeth Schoeler

7 30.

8 On or about April 9, 2011, Elisabeth Schoeler  
9 (hereinafter "Schoeler"), entered into a PRLS agreement with  
10 Respondent and paid Respondent One Hundred and Ninety-Five  
11 Dollars (\$195.00).

12 31.

13 Respondent's employee, Priscilla Castillo,  
14 (hereinafter "Castillo") provided Schoeler with a list of  
15 properties that purportedly met Schoeler's pre-designated  
16 specifications as set forth in the contract referred to in  
17 Paragraph 30. Castillo verbally informed Schoeler that she  
18 could only inspect the properties after obtaining permission  
19 from Global Rentals. Schoeler repeatedly attempted to obtain  
20 permission from Global Rentals to inspect certain properties.  
21 Global Rentals failed to ever obtain permission for Schoeler to  
22 inspect the purportedly available properties.

23 32.

24 Schoeler submitted to Respondent a written request for  
25 a refund of her advance fee money. Respondent did not refund  
26 any portion of Schoeler's money to her.  
27  
28

1 33.

2 The conduct, acts and/or omissions of Respondent as  
3 described herein above, are in violation of Sections 10167.9,  
4 10167.10 and/or 10167.11 of the Code, and are grounds for the  
5 suspension or revocation of the real estate licenses and license  
6 rights of Respondent under the provisions of Section  
7 10167.12(a)(1) of the Code.

8 34.

9 Business and Professions Code Section 10167.10(e)  
10 provides that "[I]f the licensee fails to make a refund as  
11 provided in this section and if the denial or delay in making  
12 the refund is found to have been done in bad faith, a court of  
13 appropriate jurisdiction, including a small claims court, shall  
14 be empowered to award damages to the plaintiff in an amount not  
15 to exceed One Thousand Dollars (\$1,000) in addition to actual  
16 damages sustained by the plaintiff. If the licensee refuses or  
17 is unable to pay the damages awarded by the court, the award may  
18 be satisfied out of the security required under Section  
19 10167.7."

20  
21 THIRD CAUSE OF ACCUSATION  
22 (Failure to Retain Records)

23 35.

24 There is hereby incorporated in this Third, separate,  
25 Cause of Accusation, all of the allegations contained in  
26 Paragraphs 1 through 34 above, with the same force and effect as  
27 if herein fully set forth.

1 36.

2 On June 9, 2011, the Department served Respondent with  
3 a subpoena duces tecum for documents including: originals of  
4 PRLS contracts, refund claims, refund receipts, and complete  
5 records of refunds. Respondent failed to retain records  
6 required to be retained for three years under Code Section  
7 10167.9(b)(1).

8 37.

9 The conduct, acts and/or omissions of Respondent as  
10 described herein above, are in violation of Code Section  
11 10167.9(b)(1), and are grounds for the suspension or revocation  
12 of the real estate licenses and license rights of Respondent  
13 under the provisions of Code Section 10167.12(a)(1).  
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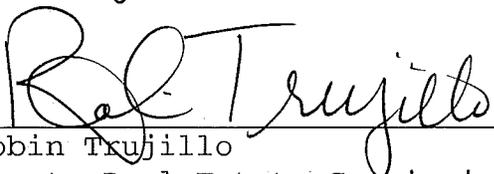
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28

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 licenses and/or license rights of Respondent  
5 BRENNON MARTIN FELIX, individually and doing business as Global  
6 Rentals, under the Real Estate Law (Part 1 of Division 4 of the  
7 California Business and Professions Code), and for such other  
8 and further relief as may be proper under other applicable  
9 provisions of law.  
10

11 Dated at Los Angeles, California  
12

13 this   6   day of   January  , 2012.  
14

15   
16 \_\_\_\_\_  
17 Robin Trujillo  
18 Deputy Real Estate Commissioner  
19  
20  
21  
22

23 cc: Brennon Martin Felix dba Global Rentals  
24 Robin Trujillo  
25 Sacto  
26  
27  
28