

1 Department of Real Estate  
2 320 West Fourth Street, Ste. 350  
3 Los Angeles, California 90013  
4 Telephone: (213) 576-6982

FILED  
JAN 30 2012  
DEPARTMENT OF REAL ESTATE

By CR

8 DEPARTMENT OF REAL ESTATE  
9 STATE OF CALIFORNIA

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11 To: ) No. H-37816 LA  
12 )  
13 BRENNON MARTIN FELIX, ) ORDER TO DESIST  
14 doing business as Global Rentals. ) AND REFRAIN  
15 ) (B&P Code Section 10086)

16 The Commissioner ("Commissioner") of the California Department of Real Estate  
17 ("Department") caused an investigation to be made of the activities of BRENNON MARTIN  
18 FELIX, doing business as Global Rentals. Based on that investigation, the Commissioner has  
19 determined that BRENNON MARTIN FELIX, doing business as Global Rentals, has engaged in  
20 or is engaging in acts or practices constituting violations of the California Business and  
21 Professions Code ("Code") including Section 10167.9(c) (unapproved use of a modification or  
22 addendum to a prepaid rental listing contract) and 10167.10 (refusal to refund advance fees  
23 paid). Based on the findings of that investigation, as set forth below, the Commissioner hereby  
24 issues the following Findings of Fact and Desist and Refrain Order pursuant to Code Section  
25 10086.

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FINDINGS OF FACT

1  
2           1. BRENNON MARTIN FELIX is currently licensed by the Department as a  
3 PRLS. Said license entitled BRENNON MARTIN FELIX to conduct business under the  
4 fictitious name Global Rentals. During the times set forth herein below, BRENNON MARTIN  
5 FELIX operated a PRLS.

6           2. Whenever acts referred to below are attributed to Global Rentals, those acts are  
7 alleged to have been done by BRENNON MARTIN FELIX, acting by himself, or by and/or  
8 through one or more agents, associates, affiliates, and/or co-conspirators and using the names  
9 Global Rentals, or any fictitious name unknown at this time.

10           3. On or about January 7, 2009, BRENNON MARTIN FELIX submitted a  
11 proposed PRLS contract, entitled "Global Rentals" to the Department for approval, pursuant to  
12 his application for a PRLS license. The subject contract was approved for PRLS use by the  
13 Department, at which time BRENNON MARTIN FELIX was notified of the rules governing  
14 said contract's use.

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

17           5. Global Rentals provided prospective tenants with a PRLS contract entitled  
18 "Global Rentals" that had not been approved for PRLS use by the Department. Global Rentals  
19 induced prospective tenants to sign an addendum to the "Global Rentals" contract entitled, "90  
20 days limited refund guarantee policy." Said addendum contained a "membership" clause that  
21 modified the terms in the "Global Rentals" contract, and was not submitted to the Department for  
22 approval for PRLS use. These documents, taken as a whole, constitute the entire agreement that  
23 was presented to prospective tenants by Global Rentals. Said prospective tenants include, but are  
24 not limited to, Alicia S., Kevin J., Iris E., Allie U., and Elisabeth S.

25           6. Global Rentals also provided some prospective tenants with a Spanish  
26 language PRLS contract and a "90 days limited refund guarantee policy" which had not been  
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1 submitted to the Department for approval for PRLS use. Those prospective tenants include, but  
2 are not limited to, Roxana M., Laura R., and Amelia C.

3 7. Code Section 10167.10 requires licensees to refund the fee paid in full  
4 (10167.10(a)) or any fee paid over and above the sum of a fifty (\$50) service charge  
5 (10167.10(b)) to prospective tenants under certain terms and conditions.

6 8. Several prospective tenants including those mentioned in Paragraphs 5 and 6,  
7 above, requested a refund of their advance fees paid after Global Rentals failed to provide them  
8 with at least three rental properties that met the specifications of the PRLS contract within five  
9 days. Global Rentals refused to refund any portion of the advance fees paid by the prospective  
10 tenants.

11 CONCLUSIONS OF LAW

12 9. Based on the information contained in Paragraphs 1 through 8, above,  
13 violated of Code Sections 10167.9(c) (unapproved use of a modification or addendum to a  
14 prepaid rental listing contract) and 10167.10 (refusal to refund advance fees paid).

15 DESIST AND REFRAIN ORDER

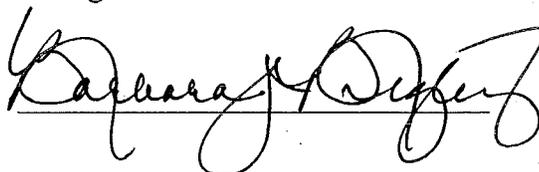
16 Based on the Findings of Fact and Conclusions of Law stated herein:

17 1. IT IS HEREBY ORDERED that BRENNON MARTIN FELIX, whether doing  
18 business under his own name, Global Rentals or any other fictitious name:

19 (i) Immediately desist and refrain from engaging in business as a prepaid rental  
20 listing service, individually and under any fictitious business name, unless and until you are in  
21 compliance with Business and Professions Code Sections 10167.9(c) and 10167.10.

22 DATED: 1/24/12

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24 BARBARA J. BIGBY  
Acting Real Estate Commissioner

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**Notice:** Business and Professions Code Section 10167.10(e) provides that “If the licensee fails to make a refund as provided in this section and if the denial or delay in making the refund is found to have been done in bad faith, a court of appropriate jurisdiction, including a small claims court, shall be empowered to award damages to the plaintiff in an amount not to exceed one thousand dollars (\$1,000) in addition to actual damages sustained by the plaintiff. If the licensee refuses or is unable to pay the damages awarded by the court, the award may be satisfied out of the security required under Section 10167.7.”

cc: Brennon Martin Felix dba Global Rentals  
9251 Garvey Ave. Unit K  
South El Monte, CA 91733

1111 Klingerman St.  
El Monte, CA 91733

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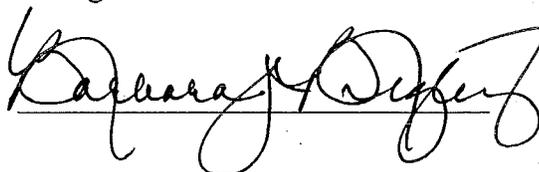
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