

On October 31, 2012, no Notice of Defense having been filed herein within the time prescribed by Section 11506 of the Government Code, Respondent's default was entered herein.

2.

From September 21, 2011, through the present, Respondent has been licensed under the Real Estate Law, Part 1 of Division 4 of the California Business and Professions Code ("Code") pursuant to Code Section 10167, et seq., with a Prepaid Rental Listing Service ("PRLS") license, License ID PRA02059. Said license entitled Respondent to conduct business under the fictitious name Tucker Star Rentals.

3.

As set forth below, Respondent used the unlicensed fictitious business name "Star Rentals" to engage in PRLS activities as said term is defined in Code Section 10167(a), in violation of Code Section 10167.2.

4.

On July 1, 2011, Jonathan Marquez, an employee or agent acting on behalf of Respondent's company "Star Rentals", solicited prepaid rental listing services to prospective tenant, Omar R. Jonathan Marquez induced Omar R. to sign an unapproved written contract with Star Rentals and pay an upfront fee of \$160 for a listing of rental properties that were supposed to meet Omar R.'s requirements for a rental property. Omar R. requested a refund after he was unable to find a rental property that suited his specifications through Star Rentals. Respondent refused Omar R.'s requests for a refund.

5.

On November 1, 2011, Anabell Garcia, an employee or agent acting on behalf of Tucker Star Rentals, solicited prepaid rental listing services to prospective tenant, Jorge S. Anabell Garcia induced Jorge S. to sign a written contract with Tucker Star Rentals and pay an upfront fee of \$160 for a listing of rental properties that were supposed to meet Jorge S.'s requirements for a rental property. Jorge S. discovered that some of the rental properties on the listing provided by Tucker Star Rentals were either not available or not as described on the listing and failed to meet his specifications. Jorge S. requested a refund after he was unable to find a rental property

that suited his specifications through Tucker Star Rentals. Respondent initially refused to provide a refund. Respondent made a refund to Jorge S. only after he filed a complaint against Respondent with the Los Angeles County Department of Consumer Affairs.

6.

On November 5, 2011, Anabell Garcia solicited prepaid rental listing services to prospective tenant, Cesar T. Anabell Garcia induced Cesar T. to sign a written contract with Tucker Star Rentals and pay an upfront fee of \$160 for a listing of rental properties that were supposed to meet Cesar T.'s requirements for a rental property. Cesar T. discovered that the listing of rental properties provided by Tucker Star Rentals included properties that were either not available or not as described on the listing and failed to meet his specifications. Cesar T. requested a refund after he was unable to find a rental property that suited his specifications through Tucker Star Rentals. Respondent refused to refund any portion of the upfront fee paid by Cesar T.

7.

On April 27, 2012, Vanessa Castillo, an employee or agent of Tucker Star Rentals, solicited prepaid rental listing services to prospective tenant, Jose P. Vanessa Castillo induced Jose P. to sign a written contract with Tucker Star Rentals and pay an upfront fee of \$170 for a listing of rental properties that were supposed to meet Jose P.'s requirements for a rental property. Jose P. discovered that the listing of rental properties provided by Tucker Star Rentals included properties that were either not available, not authorized to be listed by Tucker Star Rentals, or were not as described on the listing and failed to meet his specifications. Jose P. requested a refund after he was unable to find a rental property that suited his specifications through Tucker Star Rentals. Respondent initially refused to provide a refund. Respondent refunded \$150 to Jose P. after he filed a complaint against Respondent with the Los Angeles County Department of Consumer Affairs.

8.

On May 25, 2012, Andrea San, an employee or agent of Tucker Star Rentals, solicited prepaid rental listing services to prospective tenant, Ana G. Andrea San induced Ana G. to sign a written contract with Tucker Star Rentals and pay an upfront

fee of \$150 for a listing of rental properties that were supposed to meet Ana G.'s requirements for a rental property. Ana G. discovered that the listing of rental properties provided by Tucker Star Rentals included properties that were either not available, not authorized to be listed by Tucker Star Rentals, or were not as described on the listing and failed to meet her specifications. Ana G. requested a refund after she was unable to find a rental property that suited her specifications through Tucker Star Rentals. Respondent refused to refund any portion of the upfront fee paid by Ana G.

DETERMINATION OF ISSUES

1.

The conduct, acts, and/or omissions of Respondent as described in Paragraph 4 above, in using an unauthorized fictitious business name to conduct activities requiring a PRLS license, is in violation of Code Section 10167.2 and constitutes cause for the suspension or revocation of Respondent's real estate license and license rights under the provisions of Code Section 10167.12(a)(1).

2.

The conduct, acts, and/or omissions of Respondent as described in Paragraph 4 above, in using a contract that was not submitted to the Department for prior approval and failing to include the required language regarding a prospective tenant's "Right to Refund", is in violation of Code Sections 10167.9(c) and 10167.10(c), and constitutes cause for the suspension or revocation of Respondent's real estate license and license rights under the provisions of Code Section 10167.12(a)(1).

3.

The conduct, acts and/or omissions of Respondent as described in Paragraph 4 above, in refusing to refund a fee paid by a prospective tenant after failing to supply a listing with at least three available rental properties that meet the prospective tenants specifications, is in violation of Code Sections 10167.10 and 10167.11, and are grounds for the suspension or revocation of the real estate license and license rights of Respondent under the provisions of Code Section 10167.12(a)(1).

4.

The conduct, acts and/or omissions of Respondent as described in Paragraphs 5 through 8 above, are in violation of Code Sections 10167.10 (refund of advance fee) and 10167.11 (PRLS violations), and are grounds for the suspension or revocation of the real estate licenses and license rights of Respondent under the provisions of Code Section 10167.12(a)(1).

5.

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

ORDER

The license and license rights of Respondent LAURA TUCKER, individually and doing business as Tucker Star Rentals, 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 December 26, 2012.

DATED: Nov. 14, 2012.

Real Estate Commissioner



By WAYNE S. BELL
Chief Counsel

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DEPARTMENT OF REAL ESTATE
BY: CA

8 BEFORE THE DEPARTMENT OF REAL ESTATE

9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of) NO. H-38395 LA
12 LAURA TUCKER, individually) A C C U S A T I O N
13 and doing business as)
14 Tucker Star Rentals,)
15 Respondent.)

16 The Complainant, Robin Trujillo, a Deputy Real Estate
17 Commissioner of the State of California, for cause of Accusation
18 against LAURA TUCKER, individually and doing business as Tucker
19 Star Rentals, is informed and alleges as follows:

20 1.

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

24 2.

25 From September 21, 2011, through the present, LAURA
26 TUCKER ("Respondent") has been licensed under the Real Estate
27 Law, Part 1 of Division 4 of the California Business and
28

1 Professions Code ("Code") pursuant to Code Section 10167, et
2 seq., with a Prepaid Rental Listing Service ("PRLS") license,
3 License ID PRA02059. Said license entitled Respondent to
4 conduct business under the fictitious name Tucker Star Rentals.

5 FIRST CAUSE OF ACCUSATION
6 (Star Rentals)

7 3.

8 Within the three year period prior to the filing of
9 this Accusation, Respondent used the unlicensed fictitious
10 business name "Star Rentals" to engage in PRLS activities as
11 said term is defined in Code Section 10167(a), in violation of
12 Code Section 10167.2.

13 4.

14 On July 1, 2011, Jonathan Marquez, an employee or
15 agent acting on behalf of Respondent's company "Star Rentals",
16 solicited prepaid rental listing services to prospective tenant,
17 Omar R. Jonathan Marquez induced Omar R. to sign an unapproved
18 written contract with Star Rentals and pay an upfront fee of
19 \$160 for a listing of rental properties that were supposed to
20 meet Omar R.'s requirements for a rental property. Omar R.
21 requested a refund after he was unable to find a rental property
22 that suited his specifications through Star Rentals. Respondent
23 refused Omar R.'s requests for a refund.

24 5.

25 The conduct, acts, and/or omissions of Respondent as
26 described in Paragraph 4 above, in using an unauthorized
27 fictitious business name to conduct activities requiring a PRLS
28 license, is in violation of Code Section 10167.2 and constitutes

1 cause for the suspension or revocation of Respondent's real
2 estate license and/or license rights under the provisions of
3 Code Section 10167.12(a)(1).

4 6.

5 The conduct, acts, and/or omissions of Respondent as
6 described in Paragraph 4 above, in using a contract that was not
7 submitted to the Department for prior approval and failing to
8 include the required language regarding a prospective tenant's
9 "Right to Refund", is in violation of Code Sections 10167.9(c)
10 and 10167.10(c), and constitutes cause for the suspension or
11 revocation of Respondent's real estate license and/or license
12 rights under the provisions of Code Sections 10167.12(a)(1).

13 7.

14 The conduct, acts and/or omissions of Respondent as
15 described in Paragraph 4 above, in refusing to refund a fee paid
16 by a prospective tenant after failing to supply a listing with
17 at least three available rental properties that meet the
18 prospective tenants specifications, is in violation of Code
19 Sections 10167.10 and 10167.11, and are grounds for the
20 suspension or revocation of the real estate licenses and license
21 rights of Respondent under the provisions of Code Section
22 10167.12(a)(1).

23
24 SECOND CAUSE OF ACCUSATION

25 (Tucker Star Rentals)

26 8.

27 There is hereby incorporated in this Second, separate
28 cause of Accusation, all of the allegations contained in
Paragraphs 1 through 7 above, with the same force and effect as

1 if herein fully set forth.

2 9.

3 On November 1, 2011, Anabell Garcia, an employee or
4 agent acting on behalf of Tucker Star Rentals, solicited prepaid
5 rental listing services to prospective tenant, Jorge S. Anabell
6 Garcia induced Jorge S. to sign a written contract with Tucker
7 Star Rentals and pay an upfront fee of \$160 for a listing of
8 rental properties that were supposed to meet Jorge S.'s
9 requirements for a rental property. Jorge S. discovered that
10 some of the rental properties on the listing provided by Tucker
11 Star Rentals were either not available or not as described on
12 the listing and failed to meet his specifications. Jorge S.
13 requested a refund after he was unable to find a rental property
14 that suited his specifications through Tucker Star Rentals.
15 Respondent initially refused to provide a refund. Respondent
16 made a refund to Jorge S. only after he filed a complaint
17 against Respondent with the Los Angeles County Department of
18 Consumer Affairs.

19 10.

20 On November 5, 2011, Anabell Garcia solicited prepaid
21 rental listing services to prospective tenant, Cesar T. Anabell
22 Garcia induced Cesar T. to sign a written contract with Tucker
23 Star Rentals and pay an upfront fee of \$160 for a listing of
24 rental properties that were supposed to meet Cesar T.'s
25 requirements for a rental property. Cesar T. discovered that
26 the listing of rental properties provided by Tucker Star Rentals
27 included properties that were either not available or not as
28 described on the listing and failed to meet his specifications.
Cesar T. requested a refund after he was unable to find a rental

1 property that suited his specifications through Tucker Star
2 Rentals. Respondent refused to refund any portion of the
3 upfront fee paid by Cesar T.

4 11.

5 On April 27, 2012, Vanessa Castillo, an employee or
6 agent of Tucker Star Rentals, solicited prepaid rental listing
7 services to prospective tenant, Jose P. Vanessa Castillo
8 induced Jose P. to sign a written contract with Tucker Star
9 Rentals and pay an upfront fee of \$170 for a listing of rental
10 properties that were supposed to meet Jose P.'s requirements for
11 a rental property. Jose P. discovered that the listing of
12 rental properties provided by Tucker Star Rentals included
13 properties that were either not available, not authorized to be
14 listed by Tucker Star Rentals, or were not as described on the
15 listing and failed to meet his specifications. Jose P.
16 requested a refund after he was unable to find a rental property
17 that suited his specifications through Tucker Star Rentals.
18 Respondent initially refused to provide a refund. Respondent
19 refunded \$150 to Jose P. after he filed a complaint against
20 Respondent with the Los Angeles County Department of Consumer
21 Affairs.

22 12.

23 On May 25, 2012, Andrea San, an employee or agent of
24 Tucker Star Rentals, solicited prepaid rental listing services
25 to prospective tenant, Ana G. Andrea San induced Ana G. to sign
26 a written contract with Tucker Star Rentals and pay an upfront
27 fee of \$150 for a listing of rental properties that were
28 supposed to meet Ana G.'s requirements for a rental property.
Ana G. discovered that the listing of rental properties provided

1 by Tucker Star Rentals included properties that were either not
2 available, not authorized to be listed by Tucker Star Rentals,
3 or were not as described on the listing and failed to meet her
4 specifications. Ana G. requested a refund after she was unable
5 to find a rental property that suited her specifications through
6 Tucker Star Rentals. Respondent refused to refund any portion
7 of the upfront fee paid by Ana G.

8 13.

9 The conduct, acts and/or omissions of Respondent as
10 described in Paragraphs 9 through 12 above, in refusing to
11 refund a fee paid by a prospective tenant after failing to
12 supply a listing with at least three available rental properties
13 that meet the prospective tenants specifications, is in
14 violation of Code Sections 10167.10 and 10167.11, and are
15 grounds for the suspension or revocation of the real estate
16 licenses and license rights of Respondent under the provisions
17 of Code Section 10167.12(a)(1).

18 14.

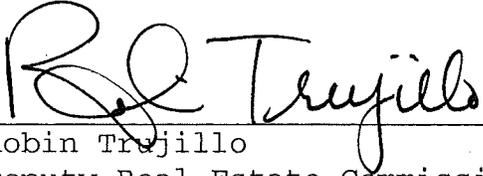
19 Business and Professions Code Section 10167.10(e)
20 provides that "[I]f the licensee fails to make a refund as
21 provided in this section and if the denial or delay in making
22 the refund is found to have been done in bad faith, a court of
23 appropriate jurisdiction, including a small claims court, shall
24 be empowered to award damages to the plaintiff in an amount not
25 to exceed one thousand dollars (\$1,000) in addition to actual
26 damages sustained by the plaintiff. If the licensee refuses or
27 is unable to pay the damages awarded by the court, the award may
28

1 be satisfied out of the security required under Section
2 10167.7."

3 WHEREFORE, Complainant prays that a hearing be
4 conducted on the allegations of this Accusation and that upon
5 proof thereof, a decision be rendered imposing disciplinary
6 action against all licenses and/or license rights of Respondent
7 LAURA TUCKER, individually and doing business as Tucker Star
8 Rentals, under the Real Estate Law (Part 1 of Division 4 of the
9 California Business and Professions Code), for the cost of
10 investigation and enforcement as permitted by Code Section
11 10106, and for such other and further relief as may be proper
12 under other provisions of law.

13 Dated at Los Angeles, California

14 this 6 day of September, 2012.

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17 
18 Robin Trujillo
19 Deputy Real Estate Commissioner
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23 cc: Laura Tucker
24 Robin Trujillo
25 Sacto
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