

FILED

AUG 18 2008

DEPARTMENT OF REAL ESTATE

By K. Mat

1 Department of Real Estate
2 P.O. Box 187007
3 Sacramento, CA 95818-7007
4 Telephone: (916) 227-0781
5
6
7

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

11 * * *

12 In the Matter of the Accusation of) No. H-2101 FR
13 KOCHITL I. OSEGUERA-LANGENBERG,)
14 and CLAIRMONT FINANCIAL INC.,)
15 Respondents.)

16 In the Matter of the Accusation of) No. H-2102 FR
17 KOCHITL I. OSEGUERA-LANGENBERG,) STIPULATION AND
18 and CLAIRMONT FINANCIAL INC.,) AGREEMENT
19 Respondents.)

20 It is hereby stipulated by and between KOCHITL I.
21 OSEGUERA-LANGENBERG, and CLAIRMONT FINANCIAL INC., (hereafter
22 "Respondents") and their attorney, Thomas Lasken, and the
23 Complainant, acting by and through Truly Sughrue and Daniel
24 Kehew, Counsel for the Department of Real Estate, as follows
25 for the purpose of settling and disposing the Accusation H-2102
26 FR filed on April 30, 2007 and the First Amended Accusation H-
27 2101 FR filed on April 30, 2008 in these matters:

1 1. All issues which were to be contested and all
2 evidence which was to be presented by Complainant and Respondents
3 at a formal hearing on the Accusation, which hearing was to be
4 held in accordance with the provisions of the Administrative
5 Procedure Act (APA), shall instead and in place thereof be
6 submitted solely on the basis of the provisions of this
7 Stipulation and Agreement.

8 2. Respondents have received, read and understand the
9 Statement to Respondent, and the Discovery Provisions of the APA
10 filed by the Department of Real Estate in this proceeding.

11 3. Respondents filed a Notice of Defense on
12 Accusations H-2101 FR and H-2102 FR pursuant to Section 11505 of
13 the Government Code for the purpose of requesting a hearing on
14 the allegations in the Accusations. Respondents hereby freely
15 and voluntarily withdraw said Notice of Defense. Respondents
16 acknowledge that they understand that by withdrawing said Notice
17 of Defense they will thereby waive their rights to require the
18 Commissioner to prove the allegations in the Accusations at a
19 contested hearing held in accordance with the provisions of the
20 APA, and that they will waive other rights afforded to them in
21 connection with the hearing such as the right to present evidence
22 in defense of the allegations in the Accusation and the right to
23 cross-examine witnesses.

24 4. This stipulation is based on the factual
25 allegations contained in the First Amended Accusation H-2101 FR
26 and the Accusation H-2102 FR. In the interest of expediency and
27 economy, Respondents choose not to contest these factual

1 allegations, but to remain silent and understand that, as a
2 result thereof, these factual statements will serve as a prima
3 facie basis for the "Determination of Issues" and "Order" set
4 forth below. The Real Estate Commissioner shall not be required
5 to provide further evidence to prove such allegations.

6 5. This Stipulation and Respondents decision not to
7 contest the Accusations are made for the purpose of reaching an
8 agreed disposition of this proceeding and are expressly limited
9 to this proceeding and any other proceeding or case in which the
10 Department of Real Estate (herein "the Department"), the state or
11 federal government, an agency of this state, or an agency of
12 another state is involved.

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

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

1 specifically alleged to be causes for accusation in this
2 proceeding.

3 8. In lieu of proceeding in this matter in accordance
4 with the provisions of the Administrative Procedure Act
5 (Sections 11400 et seq., of the Business and Professions Code),
6 CLAIRMONT FINANCIAL INC. wishes to voluntarily surrender the
7 corporate real estate broker license(s) issued by the Department
8 of Real Estate ("Department"), pursuant to Business and
9 Professions Code Section 10100.2. XOCHITL I. OSEGUERA-LANGENBERG
10 is the designated broker-officer of CLAIRMONT FINANCIAL INC.,
11 designated pursuant to Section 10211 of the Code, and is
12 authorized to sign this declaration on behalf of CLAIRMONT
13 FINANCIAL INC. XOCHITL I. OSEGUERA-LANGENBERG is represented by
14 Thomas Lasken in this matter, and is acting on behalf of
15 CLAIRMONT FINANCIAL INC.

16 9. XOCHITL I. OSEGUERA-LANGENBERG understands that
17 by so voluntarily surrendering CLAIRMONT FINANCIAL INC.
18 license(s), CLAIRMONT FINANCIAL INC. may be relicensed as a
19 broker corporation only by petitioning for reinstatement
20 pursuant to Section 11522 of the Government Code. XOCHITL I.
21 OSEGUERA-LANGENBERG also understands that by so voluntarily
22 surrendering CLAIRMONT FINANCIAL INC. license(s), Respondent
23 agrees to the following:

24 A. The filing of this Stipulation and Agreement
25 shall be deemed as Respondent CLAIRMONT FINANCIAL INC.
26 declaration and petition for voluntary surrender.
27

1 B. It shall also be deemed to be an understanding
2 and agreement by CLAIRMONT FINANCIAL INC. that it waives all
3 rights CLAIRMONT FINANCIAL INC. has to require the Commissioner
4 to prove the allegations contained in the Accusation filed in
5 this matter at a hearing held in accordance with the provisions
6 of the Administrative Procedure Act (Government Code Sections
7 11400 et seq.), and that CLAIRMONT FINANCIAL INC. also waives
8 other rights afforded to CLAIRMONT FINANCIAL INC. in connection
9 with the hearing such as the right to discovery, the right to
10 present evidence in defense of the allegations in the Accusation
11 and the right to cross-examine witnesses.

12 10. XOCHITL I. OSEGUERA-LANGENBERG on behalf of
13 CLAIRMONT FINANCIAL INC. further agrees that upon acceptance by
14 the Commissioner, as evidenced by an appropriate order, all
15 affidavits and all relevant evidence obtained by the Department
16 in this matter prior to the Commissioner's acceptance, and all
17 allegations contained in the First Amended Accusation filed in
18 the Department Case No. H-2101 FR and the Accusation filed in
19 the Department Case No. H-2102 FR, may be considered by the
20 Department to be true and correct for the purpose of deciding
21 whether to grant relicensure or reinstatement pursuant to
22 Government Code Section 11522.

23 11. XOCHITL I. OSEGUERA-LANGENBERG on behalf of
24 CLAIRMONT FINANCIAL INC. freely and voluntarily surrenders all
25 CLAIRMONT FINANCIAL INC. licenses and license rights under the
26 Real Estate Law.

27 * * *

DETERMINATION OF ISSUES

1
2 By reason of the foregoing stipulations and waivers and
3 solely for the purpose of settlement of the pending First Amended
4 Accusation H-2101 FR and Accusation H-2102 FR without a hearing,
5 it is stipulated and agreed that the following determination of
6 issues shall be made:

I

7
8 The acts and omissions of XOCHITL I. OSEGUERA-
9 LANGENBERG, and CLAIRMONT FINANCIAL INC. as described in the
10 First Amended Accusation H-2101 FR are grounds for the
11 suspension or revocation of XOCHITL I. OSEGUERA-LANGENBERG, and
12 CLAIRMONT FINANCIAL INC. license and license rights under
13 Sections 10137 of the Code.

II

14
15 The acts and/or omissions of Respondent XOCHITL I.
16 OSEGUERA-LANGENBERG described in the First Amended Accusation H-
17 2101 FR, constitute failure on the part of XOCHITL I. OSEGUERA-
18 LANGENBERG, as designated broker-officer for CLAIRMONT FINANCIAL
19 INC., to exercise reasonable supervision and control over the
20 licensed activities of CLAIRMONT FINANCIAL INC. required by
21 Section 10159.2 of the Code, and is cause for the suspension or
22 revocation of XOCHITL I. OSEGUERA-LANGENBERG's license and/or
23 license rights under Section 10177(h) of the Code.

III

24
25 The acts and omissions of XOCHITL I. OSEGUERA-
26 LANGENBERG, and CLAIRMONT FINANCIAL INC. as described in the
27 Accusation H-2102 FR are grounds for the suspension or

1 revocation of XOCHITL I. OSEGUERA-LANGENBERG, and CLAIRMONT
2 FINANCIAL INC. license and license rights under Sections 10137
3 of the Code, and Section 10240 of the Code in conjunction with
4 Section 10177(d) of the Code.

5 IV

6 The acts and/or omissions of Respondent XOCHITL I.
7 OSEGUERA-LANGENBERG described in the Accusation H-2102 FR,
8 constitute failure on the part of XOCHITL I. OSEGUERA-
9 LANGENBERG, as designated broker-officer for CLAIRMONT FINANCIAL
10 INC., to exercise reasonable supervision and control over the
11 licensed activities of CLAIRMONT FINANCIAL INC. required by
12 Section 10159.2 of the Code, and is cause for the suspension or
13 revocation of XOCHITL I. OSEGUERA-LANGENBERG's license and/or
14 license rights under Section 10177(h) of the Code.

15 * * *

16 ORDER

17 I

18 All licenses and licensing rights of XOCHITL I.
19 OSEGUERA-LANGENBERG under the Real Estate Law are revoked;
20 provided, however, a restricted real estate salesperson license
21 shall be issued to Respondent pursuant to Section 10156.5 of the
22 Business and Professions Code if Respondent makes application
23 therefore and pays to the Department of Real Estate the
24 appropriate fee for the restricted license within 90 days from
25 the effective date of this Decision. The restricted license
26 issued to Respondent shall be subject to all of the provisions of
27 Section 10156.7 of the Business and Professions Code and to the

1 following limitations, conditions and restrictions imposed under
2 authority of Section 10156.6 of that Code:

3 1. The restricted license issued to Respondent may be
4 suspended prior to hearing by Order of the Real Estate
5 Commissioner in the event of Respondent's conviction or plea of
6 nolo contendere to a crime which is substantially related to
7 Respondent's fitness or capacity as a real estate licensee.

8 2. The restricted license issued to Respondent may be
9 suspended prior to hearing by Order of the Real Estate
10 Commissioner on evidence satisfactory to the Commissioner that
11 Respondent has violated provisions of the California Real Estate
12 Law, the Subdivided Lands Law, Regulations of the Real Estate
13 Commissioner or conditions attaching to the restricted license.

14 3. Respondent shall not be eligible to apply for the
15 issuance of an unrestricted real estate license nor for removal
16 of any of the conditions, limitations or restrictions of a
17 restricted license until two (2) years have elapsed from the
18 effective date of this Decision.

19 4. Respondent shall submit with any application for
20 license under an employing broker, or any application for
21 transfer to a new employing broker, a statement signed by the
22 prospective employing real estate broker on a form approved by
23 the Department of Real Estate which shall certify:

24 (a) That the employing broker has read the Decision of
25 the Commissioner which granted the right to a
26 restricted license; and
27

1 (b) That the employing broker will exercise close
2 supervision over the performance by the restricted
3 licensee relating to activities for which a real
4 estate license is required.

5 5. Respondent shall, within six (6) months from the
6 effective date of this Decision, take and pass the Professional
7 Responsibility Examination administered by the Department
8 including the payment of the appropriate examination fee. If
9 Respondent fails to satisfy this condition, the Commissioner may
10 order suspension of the restricted license until Respondent
11 passes the examination.

12 6. Respondent shall, within nine (9) months from the
13 effective date of this Order, present evidence satisfactory to
14 the Real Estate Commissioner that Respondent has, since the most
15 recent issuance of an original or renewal real estate license,
16 taken and successfully completed the continuing education
17 requirements of Article 2.5 of Chapter 3 of the Real Estate Law
18 for renewal of a real estate license. If Respondent fails to
19 satisfy this condition, the Commissioner may order the suspension
20 of the restricted license until Respondent presents such
21 evidence. The Commissioner shall afford Respondent the
22 opportunity for hearing pursuant to the Administrative Procedure
23 Act to present such evidence.

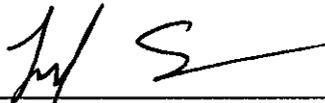
24 II

25 CLAIRMONT FINANCIAL INC.'s petition for voluntary
26 surrender of the corporate real estate broker license(s) is
27 accepted as of the effective date of this Order as set forth

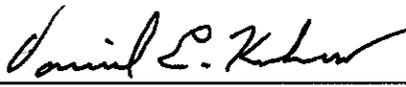
1 below, based upon the understanding and agreement expressed in
2 Respondent's Declaration incorporated herein as part of this
3 Stipulation and Agreement. Respondent's license certificate(s),
4 pocket card(s) and any branch office license certificate(s) shall
5 be sent to the below listed address so that they reach the
6 Department on or before the effective date of this Order:

7
8 DEPARTMENT OF REAL ESTATE
9 Attn: Licensing Flag Section
10 P. O. Box 187000
11 Sacramento, CA 95818-7000

11 15-May-08
12 DATED

11 
12 TRULY SUGHRUE
13 Counsel for Complainant

14 MAY 15, 2008
15 DATED

14 
15 DANIEL KEHEW
16 Counsel for Complainant

16 * * *

17 I have read the Stipulation and Agreement, discussed it
18 with my counsel, and its terms are understood by me and are
19 agreeable and acceptable to me. I understand that I am waiving
20 rights given to me by the California Administrative Procedure
21 Act, and I willingly, intelligently and voluntarily waive those
22 rights, including the right of requiring the Commissioner to
23 prove the allegations in the Accusation at a hearing at which I
24 would have the right to cross-examine witnesses against me and to
25 present evidence in defense and mitigation of the charges.
26
27

1 I have reviewed the Stipulation and Agreement as to
2 form and content and have advised my clients accordingly.

3
4
5 DATED

May 15, 2008

ALB
THOMAS LASKEN

Attorney for Respondents

6 * * *

7 The foregoing Stipulation and Agreement is hereby
8 adopted as my Decision and shall become effective at 12 o'clock
9 noon on _____, 2008.

10 IT IS SO ORDERED _____, 2008.

11
12 JEFF DAVI
13 Real estate Commissioner
14
15 _____
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FILED

JUL - 3 2008

DEPARTMENT OF REAL ESTATE

By K. Max

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BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of)	No. H-2101 FR
)	
TINA LOUISE THOMAS,)	<u>STIPULATION AND</u>
)	<u>AGREEMENT</u>
Respondent.)	

It is hereby stipulated by and between TINA LOUISE THOMAS (hereinafter "Respondent") and her attorney, Edgardo Gonzalez, and the Complainant, acting by and through Truly Sughrue, Counsel for the Department of Real Estate, as follows for the purpose of settling and disposing of the First Amended Accusation filed on April 30, 2008 in this matter:

1. All issues which were to be contested and all evidence which was to be presented by Complainant and Respondent at a formal hearing on the Accusation, which hearing was to be held in accordance with the provisions of the Administrative Procedure Act (APA), shall instead and in place thereof be submitted solely on the basis of the provisions of this Stipulation and Agreement in Settlement.

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

5 3. Respondent filed a Notice of Defense pursuant to
6 Section 11505 of the Government Code for the purpose of
7 requesting a hearing on the allegations in the Accusation.
8 Respondent hereby freely and voluntarily withdraws said Notice of
9 Defense. Respondent acknowledges that he will thereby waive his
10 right to require the Commissioner to prove the allegations in the
11 Accusation at a contested hearing held in accordance with the
12 provisions of the APA and that he will waive other rights
13 afforded to his in connection with the hearing such as the right
14 to present evidence in defense of the allegations in the
15 Accusation and the right to cross-examine witnesses.

16 4. Respondent, pursuant to the limitations set forth
17 below, hereby admits that the factual allegations of the
18 Accusation filed in this proceeding are true and correct and the
19 Real Estate Commissioner shall not be required to provide further
20 evidence to prove such allegations.

21 5. It is understood by the parties that the Real
22 Estate Commissioner may adopt the Stipulation and Agreement as
23 his decision in this matter thereby imposing the penalty and
24 sanctions on Respondent's real estate license and license rights
25 as set forth in the below "Order". In the event that the
26 Commissioner in his discretion does not adopt the Stipulation and
27 Agreement in Settlement, it shall be void and of no effect, and

1 pays to the Department of Real Estate the appropriate fee for the
2 restricted license within 90 days from the effective date of this
3 Decision. The restricted license issued to Respondent shall be
4 subject to all of the provisions of Section 10156.7 of the
5 Business and Professions Code and to the following limitations,
6 conditions and restrictions imposed under authority of Section
7 10156.6 of that Code:

8 1. The restricted license issued to Respondent may be
9 suspended prior to hearing by Order of the Real Estate
10 Commissioner in the event of Respondent's conviction or plea of
11 nolo contendere to a crime which is substantially related to
12 Respondent's fitness or capacity as a real estate licensee.

13 2. The restricted license issued to Respondent may be
14 suspended prior to hearing by Order of the Real Estate
15 Commissioner on evidence satisfactory to the Commissioner that
16 Respondent has violated provisions of the California Real Estate
17 Law, the Subdivided Lands Law, Regulations of the Real Estate
18 Commissioner or conditions attaching to the restricted license.

19 3. Respondent shall not be eligible to apply for the
20 issuance of an unrestricted real estate license nor for removal
21 of any of the conditions, limitations or restrictions of a
22 restricted license until two (2) years have elapsed from the
23 effective date of this Decision.

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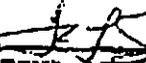
1 15-May-08
2 DATED


TRULY SOGHRUE, Counsel
DEPARTMENT OF REAL ESTATE

* * *

4 I have read the Stipulation and Agreement, have
5 discussed it with my counsel, and its terms are understood by
6 me and are agreeable and acceptable to me. I understand that I
7 am waiving rights given to me by the California Administrative
8 Procedure Act (including but not limited to Sections 11506,
9 11508, 11509, and 11513 of the Government Code), and I
10 willingly, intelligently, and voluntarily waive those rights,
11 including the right of requiring the Commissioner to prove the
12 allegations in the Accusation at a hearing at which I would
13 have the right to cross-examine witnesses against me and to
14 present evidence in defense and mitigation of the charges.

18 5-12-08
19 DATED


TINA LOUISE THOMAS
Respondent

21 I have reviewed the Stipulation and Agreement as to
22 form and content and have advised my client accordingly.

24 5/13/08
25 DATED


EDGARDO GONZALEZ
Attorney for Respondent

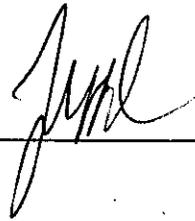
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The foregoing Stipulation and Agreement is hereby
adopted by the Real Estate Commissioner as his Decision and Order
and shall become effective at 12 o'clock noon on
JUL 24 2008

IT IS SO ORDERED 7-2-08

JEFF DAVI
Real Estate Commissioner



FILED

APR 30 2008.

DEPARTMENT OF REAL ESTATE

By R. Henry

1 TRULY SUGHRUE, Counsel
2 State Bar No. 223266
3 Department of Real Estate
4 P.O. Box 187007
5 Sacramento, CA 95818-7007
6
7 Telephone: (916) 227-0781

8 BEFORE THE DEPARTMENT OF REAL ESTATE

9 STATE OF CALIFORNIA

10 * * *

11	In the Matter of the Accusation of)	No. H-2101 FR
12	XOCHITL I. OSEGUERA-LANGENBERG,)	<u>FIRST AMENDED</u>
13	CLAIRMONT FINANCIAL INC., and)	<u>ACCUSATION</u>
14	TINA LOUISE THOMAS)	
15	Respondents.)	

16 The Complainant, STEVEN J. ELLIS, a Deputy Real Estate
17 Commissioner of the State of California, for cause of Accusation
18 against XOCHITL I. OSEGUERA -LANGENBERG, CLAIRMONT FINANCIAL
19 INC., and TINA LOUISE THOMAS, (hereinafter "Respondents"), are
20 informed and alleges as follows:
21

22 PRELIMINARY ALLEGATIONS

23 I

24 The Complainant, STEVEN J. ELLIS, a Deputy Real Estate
25 Commissioner of the State of California, makes this Accusation in
26 his official capacity.
27

IX

1
2 Whenever reference is made in an allegation in this
3 Accusation to an act or omission of CFI, such allegation shall
4 be deemed to mean that the officers, directors, employees, agents
5 and/or real estate licensees employed by or associated with CFI
6 committed such act or omission while engaged in the furtherance
7 of the business or operations of such corporate Respondent and
8 while acting within the course and scope of their authority and
9 employment.

X

10 At all times mentioned herein CFI, OSEGUERA, and
11 THOMAS engaged in the business of, acted in the capacity of,
12 advertised or assumed to act as a real estate broker in the
13 State of California within the meaning of:

14 (a) Section 10131(a) of the Code, including the
15 operation and conduct of a real estate resale brokerage with the
16 public wherein, on behalf of others, for compensation or in
17 expectation of compensation, Respondents sold and offered to
18 sell, bought and offered to buy, solicited prospective sellers
19 and purchasers of, solicited and obtained listings of, and
20 negotiated the purchase and resale of real property; and

21 (b) Section 10131(d) of the Code, including the
22 operation and conduct of a mortgage loan brokerage business with
23 the public wherein Respondents solicited lenders and borrowers
24 for loans secured directly or collaterally by liens on real
25 property or a business opportunity, and wherein such loans were
26 arranged, negotiated, processed, and consummated by Respondent
27 on behalf of others for compensation or in expectation of a
compensation.

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Property Address	Borrower	Close of Escrow
1077 Mirror Lake, Merced	Damien Edwards	3/21/06
3745 Morning dove, Merced	Damien Edwards	3/20/06
3615 Pinole Valley, Pinole	Maria Cordon	3/27/06
3733 Beam Avenue, Merced	Damien Edwards	4/18/06

XIV

Between on or about February 1, 2006 and on or about April 18, 2006, in course of the employment and activities described in Paragraph XII, above, Becerra negotiated and arranged mortgage loans to finance the purchase and sale of real property, including but not necessarily limited to mortgage loans to finance the purchases described in Paragraph XIII, above.

XV

In acting as described in Paragraphs XII through XIV, inclusive, above, Respondents CFI and OSEGUERA violated and/or willfully disregarded the provisions of Sections 10130 and 10137 of the Code.

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XVI

The facts described above as to the First Cause of Accusation constitute cause to suspend or revoke all licenses and license rights of Respondents CFI and OSEGUERA pursuant to the provisions of Sections 10130 and 10137 of the Code in conjunction with Section 10177(d) of the Code.

SECOND CAUSE OF ACTION

XVII

Each and every allegation in Paragraphs I through XVI, inclusive, above, are incorporated by this reference as if fully set forth herein.

XVIII

At all times mentioned herein from on or about February 1, 2006 through on or about June 30, 2006, Respondents CFI and THOMAS employed and compensated Becerra to perform the acts and conduct the real estate activities described in Paragraph X, above, including but not limited to the activities described in Paragraph XIX, below, and Arfa caused, suffered and permitted Respondents CFI and THOMAS to so employ and compensate Becerra.

XIX

Between on or about February 1, 2006, and on or about June 30, 2006, in course of the employment and activities described in Paragraph XVIII, above, Becerra negotiated and arranged mortgage loans to finance the purchase and sale of real property, including but not necessarily limited to:

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Property Address	Borrower	Close of Escrow
1230 Brightday Drive, Merced	Santes Santiago	6/12/06
119 Paloma Avenue, Salinas	Jose Velasquez	6/16/06
815 Modoc, Merced	Jose Velasquez	6/23/06

XX

In acting as described in paragraphs XVIII and XIX, above, Respondents CFI and THOMAS violated the provisions of Section 10137 of the Code and willfully caused, suffered and/or permitted Becerra to violate Section 10130 of the Code.

XXI

The facts described above as to the Second Cause of Accusation constitute cause to suspend or revoke all licenses and license rights of Respondents CFI and THOMAS pursuant to the provisions of Sections 10130 and 10137 of the Code in conjunction with Section 10177(d) of the Code.

THIRD CAUSE OF ACTION

XXII

Each and every allegation in Paragraphs I through XX, inclusive, above, are incorporated by this reference as if fully set forth herein.

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XXIII

Beginning on or about February 1, 2006, and continuing through on or about June 30, 2006, Arfa, in association with Becerra, Damien Edwards and others, entered into and participated in a "buyer rebate" plan or scheme to deceive and make misrepresentations to mortgage lenders with the intent to substantially benefit themselves and without disclosing their true intentions to the mortgage lenders.

XXIV

The "buyer rebate" plan and scheme described in Paragraph XXIII contemplated in essence that:

(a) Arfa, acting as an agent of a purchaser, would solicit and obtain a written agreement to purchase residential real property at an inflated price, \$30,000 or more in excess of the listed price of the property, subject to a separate written addendum providing for the amount in excess of the listing price (the "buyer rebate") to be paid out of escrow or by the seller after the close of escrow for fictitious "handyman repairs" to a fictitious contractor such as the wife or mother of a participant in the plan and scheme; and

(b) Becerra, acting as the agent of a purchaser, would solicit and obtain a loan from an institutional mortgage lender to finance the inflated cost of purchase by concealing the "handyman repairs" addendum from the mortgage lender and/or representing, contrary to fact, that the property would be the primary residence of the purchaser.

///

1 XXV

2 Between on or about February 1, 2006 and on or about
3 June 30, 2006, Arfa, Becerra and Damien Edwards and others
4 committed the following acts in furtherance of the fraudulent
5 plan or scheme described in Paragraphs XXIII and XXIV, above:

6 (a) Arfa, acting as an agent of Damien Edwards as
7 purchaser, solicited and obtained a written agreement to purchase
8 residential real property at 1077 Mirror Lake, Merced,
9 California, subject to a separate written addendum providing for
10 \$56,500 to be paid out of escrow or by the seller after the close
11 of escrow to Meschelle Cardenas for "handyman repairs";

12 (b) Arfa, acting as an agent of Damien Edwards as
13 purchaser, solicited and obtained a written agreement to purchase
14 residential real property at 3745 Morningdove Avenue, Merced,
15 California, subject to a separate written addendum providing for
16 \$70,000 to be paid out of escrow or by the seller after the close
17 of escrow to Meschelle Cardenas for "handyman repairs";

18 (c) Arfa, acting as an agent of Damien Edwards as
19 purchaser, solicited and obtained a second written agreement to
20 purchase residential real property at 3733 Beam Avenue, Merced,
21 California, subject to a separate written addendum providing for
22 \$55,000 to be paid out of escrow or by the seller after the close
23 of escrow to Meschelle Cardenas for "handyman repairs";

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1 (d) Becerra, acting as the agent of Damien Edwards,
2 solicited and obtained first and second mortgage loans for
3 \$348,000 and \$87,000 from WMC Mortgage to finance Edward's
4 purchase of real property at 1077 Mirror Lake, Merced,
5 California, by concealing the \$56,500 "handyman repairs" addendum
6 from the mortgage lender and representing, contrary to fact, that
7 the property would be the primary residence of Damien Edwards,
8 and the lender made the loans in reliance on the false
9 representation and in ignorance of facts concealed.

10 (e) Becerra, acting as the agent of Damien Edwards,
11 solicited and obtained first and second mortgage loans for
12 \$392,000 and \$98,000 from Fremont Investment Loan to finance
13 Edward's purchase of real property at 3745 Morningdove Avenue,
14 Merced, California, by concealing the \$70,000 "handyman repairs"
15 addendum from the mortgage lender and representing, contrary to
16 fact, that the property would be the primary residence of Damien
17 Edwards; and the lender made the loans in reliance on the false
18 representation and in ignorance of facts concealed.

19 (f) Becerra, acting as the agent of Damien Edwards,
20 solicited and obtained first and second mortgage loans for
21 \$368,000 and \$92,000 from Long Beach to finance Damien Edward's
22 purchase of real property at 3733 Beam Avenue, Merced,
23 California, by concealing the \$56,500 "handyman repairs" addendum
24 from the mortgage lender and representing, contrary to fact, that
25 the property would be the primary residence of Damien Edwards;

26 ///

27 ///

1 (g) Arfa, acting as an agent of Norberto Castaneda as
2 purchaser, solicited and obtained a second written agreement to
3 purchase residential real property at 3762 Beam Avenue, Merced,
4 California, subject to a separate written addendum providing for
5 \$77,000 to be paid out of escrow or by the seller after the close
6 of escrow to Matilde Lucero for "handyman repairs";

7 (h) Arfa, acting as an agent of Jose Velazquez as
8 purchaser, solicited and obtained a second written agreement to
9 purchase residential real property at 119 Paloma Avenue, Merced,
10 California, subject to a separate written addendum providing for
11 \$30,000 to be paid out of escrow or by the seller after the close
12 of escrow to Matilde Lucero for "handyman repairs";

13 (i) Arfa, acting as an agent of Jose Velazquez as
14 purchaser, solicited and obtained a second written agreement to
15 purchase residential real property at 815 Modoc Street, Merced,
16 California, subject to a separate written addendum providing for
17 \$35,000 to be paid out of escrow or by the seller after the close
18 of escrow to Matilde Lucero for "handyman repairs";

19 (j) Arfa, acting as an agent of Magdalene Wilson-
20 Letner as purchaser, solicited and obtained a second written
21 agreement to purchase residential real property at 1873 Valley
22 Forge, Merced, California, subject to a separate written addendum
23 providing for \$43,000 to be paid out of escrow or by the seller
24 after the close of escrow to Matilde Lucero for "handyman
25 repairs";

26 ///

27 ///

1 (k) Arfa, acting as an agent of Magdalene Wilson-
2 Letner as purchaser, solicited and obtained a second written
3 agreement to purchase residential real property at 1033 Keeler
4 Avenue, Bakersfield, California, subject to a separate written
5 addendum providing for \$75,000 to be paid out of escrow or by
6 the seller after the close of escrow to Matilde Lucero for
7 "handyman repairs";

8 (l) Becerra, acting as the agent of Norberto
9 Castaneda, solicited and obtained first and second mortgage loans
10 for \$368,000 and \$92,000 from Long Beach Mortgage to finance
11 Norberto Castaneda purchase of real property at 3762 Beam Avenue,
12 Merced, California, by concealing the \$77,000 "handyman repairs"
13 addendum from the mortgage lender;

14 (m) Becerra, acting as the agent of Jose Velazquez,
15 solicited and obtained first and second mortgage loans for
16 \$460,000 and \$115,000 from Fremont Investment & Loan to finance
17 Jose Velazquez purchase of real property at 119 Paloma, Merced,
18 California, by concealing the \$30,000 "handyman repairs" addendum
19 from the mortgage lender;

20 (n) Becerra, acting as the agent of Jose Velazquez,
21 solicited and obtained first and second mortgage loans for
22 \$318,400 and \$79,600 from Long Beach Mortgage to finance Jose
23 Velazquez purchase of real property at 815 Modoc, Merced,
24 California, by concealing the \$35,000 "handyman repairs" addendum
25 from the mortgage lender;

26 ///

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1 (o) Becerra, acting as the agent of Magdalene Wilson-
2 Letner, solicited and obtained first and second mortgage loans
3 for \$320,000 and \$80,000 from WMC Mortgage to finance Magdalene
4 Wilson-Letner's purchase of real property at 1873 Valley Forge,
5 Merced, California, by concealing the \$43,000 "handyman repairs"
6 addendum from the mortgage lender;

7 (p) Becerra, acting as the agent of Magdalene Wilson-
8 Letner, solicited and obtained first and second mortgage loans
9 for \$774,000 and \$193,600 from Long Beach Mortgage Company to
10 finance Magdalene Wilson-Letner's purchase of real property at
11 1033 Keeler Avenue, Merced, California, by concealing the \$75,000
12 "handyman repairs" addendum from the mortgage lender;

13 XXVI

14 In truth and fact, Meschelle Cardenas is the wife of
15 Damien Edwards and Matilde Lucero is the mother of Jose Becerra.

16 XXVII

17 The acts and omissions of Arfa described in Paragraphs
18 XXIII through XXVI constitute fraud and/or dishonest dealing,
19 and/or a continued and flagrant course of misrepresentation
20 through real estate agents or salespersons.

21 XXVIII

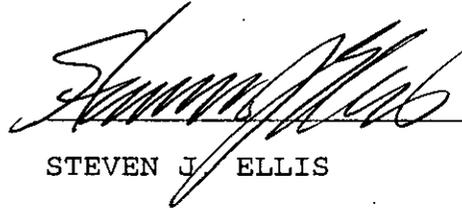
22 The acts and omissions of Arfa described in Paragraphs
23 XXIII, XXIV, XXV(a), XXV(b), XXV(d), and XXV(e) constitute the
24 substantial misrepresentation of a material fact.

25 ///

26 ///

27 ///

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 license rights of Respondents
5 under the Real Estate Law (Part 1 of Division 4 of the Business
6 and Professions Code), and for such other and further relief as
7 may be proper under other provisions of law.

8
9 

10 STEVEN J. ELLIS

11 Deputy Real Estate Commissioner

12 Dated at Sacramento, California,
13 this 30th day of April, 2008.

FILED

DEC 10 2007

DEPARTMENT OF REAL ESTATE

By *L. Frost*

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Department of Real Estate
P.O. Box 187007
Sacramento, CA 95818-7007

Telephone: (916) 227-0781

BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

In the Matter of the Accusation of

MEHDI ARFA,

Respondent.

No. H-2101 FR

STIPULATION AND
AGREEMENT IN
SETTLEMENT AND ORDER

It is hereby stipulated by and between Respondent MEHDI ARFA (hereinafter "Respondent"), acting by and through Deb Graceffa, attorney of record herein for Respondent, and the Complainant, acting by and through Truly Sughrue, Counsel for the Department of Real Estate, as follows for the purpose of settling and disposing of the Accusation filed herein April 30, 2007 (hereinafter "the Accusation"):

1. All issues which were to be contested and all evidence which was to be presented by Complainant and Respondent at a formal hearing on the Accusation, which hearing was to be held in accordance with the provisions of the Administrative Procedure Act (APA), shall instead and in place thereof be submitted solely on the basis of the provisions of this Stipulation and Agreement in Settlement.

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

1 3. Respondent filed a Notice of Defense pursuant to Section 11505 of the
2 Government Code for the purpose of requesting a hearing on the allegations in the Accusation.
3 Respondent hereby freely and voluntarily withdraws said Notice of Defense. Respondent
4 acknowledges that Respondent understands that by withdrawing said Notice of Defense
5 Respondent will thereby waive Respondent's right to require the Commissioner to prove the
6 allegations in the Accusation at a contested hearing held in accordance with the provisions of
7 the APA and that Respondent will waive other rights afforded to Respondent in connection
8 with the hearing such as the right to present evidence in defense of the allegations in the
9 Accusation and the right to cross-examine witnesses.

10 4. Respondent, pursuant to the limitations set forth below, hereby admits
11 that the factual allegations pertaining to him in the Accusation filed in this proceeding are true
12 and correct; that as alleged in Paragraphs XV and XX of the Accusation, the acts and omissions
13 of Respondent described in Paragraphs X through XIV and Paragraphs XVI through XIX,
14 inclusive of the Accusation constitute the payment of compensation to an unlicensed
15 individual; that as alleged in Paragraph XXVIII of the Accusation, the acts and omissions of
16 Respondent described in Paragraphs XXI through XXVII constitute the substantial
17 misrepresentation of a material fact; and that the Real Estate Commissioner shall not be
18 required to provide further evidence to prove such allegations. The attached Statement of
19 Mitigation provided by Respondent is hereby incorporated by reference and shall become part
20 of the Stipulation.

21 5. It is understood by the parties that the Real Estate Commissioner may
22 adopt the Stipulation and Agreement as his decision in this matter, thereby imposing the
23 penalty and sanctions on Respondent's real estate license and license rights as set forth in the
24 "Order" set forth below. In the event that the Commissioner in his discretion does not adopt
25 the Stipulation and Agreement in Settlement, it shall be void and of no effect, and Respondent
26 shall retain the right to a hearing and proceeding on the Accusation under all the provisions of
27 the APA and shall not be bound by any admission or waiver made herein.

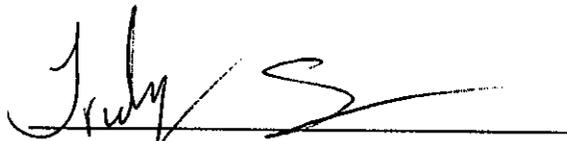
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ORDER

All licenses and licensing rights of MEHDI ARFA under the Real Estate Law are
revoked.

5-Dec-06

DATED


TRUDY SUGHRUE, Counsel
DEPARTMENT OF REAL ESTATE

I have read the Stipulation and Agreement, and its terms are understood by me and are agreeable and acceptable to me. I understand that I am waiving rights given to me by the California Administrative Procedure Act (including but not limited to Sections 11506, 11508, 11509, and 11513 of the Government Code), and I willingly, intelligently, and voluntarily waive those rights, including the right of requiring the Commissioner to prove the allegations in the Accusation at a hearing at which I would have the right to cross-examine witnesses against me and to present evidence in defense and mitigation of the charges.

11-29-07

DATED

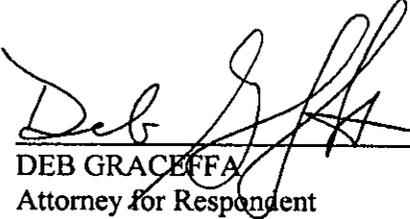


MEHDI ARFA
Respondent

1 I have reviewed the Stipulation and Agreement as to form and content and have
2 advised my clients accordingly.

3
4 12-4-07

5 DATED

6 
7 DEB GRACEFFA
8 Attorney for Respondent

9 * * *

10 The foregoing Stipulation and Agreement for Settlement is hereby adopted by the
11 Real Estate Commissioner as his Decision and Order and shall become effective at 12 o'clock
12 noon on

13 DEC 31 2007

14 IT IS SO ORDERED December 7, 2007.

15 JEFF DAVI
16 Real Estate Commissioner

17 
18

19 BY: John R. Liberator
20 Chief Deputy Commissioner

1 TRULY SUGHRUE, Counsel
2 State Bar No. 223266
3 Department of Real Estate
4 P.O. Box 187007
5 Sacramento, CA 95818-7007
6
7 Telephone: (916) 227-0781

FILED
APR 30 2007

DEPARTMENT OF REAL ESTATE

By *Anne Marra*

8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of)
12) No. H-2101 FR
13) ACCUSATION
14) KOCHITL I. OSEGUERA -
15) LANGENBERG, CLAIRMONT
16) FINANCIAL INC., TINA LOUISE
17) THOMAS, and MEHDI ARFA
18) Respondents.
19)

16 The Complainant, JOHN W. SWEENEY, a Deputy Real Estate
17 Commissioner of the State of California, for cause of Accusation
18 against KOCHITL I. OSEGUERA -LANGENBERG, CLAIRMONT FINANCIAL
19 INC., TINA LOUISE THOMAS, and MEHDI ARFA, (hereinafter
20 "Respondents"), are informed and alleges as follows:
21

22 PRELIMINARY ALLEGATIONS

23 I

24 The Complainant, JOHN W. SWEENEY, a Deputy Real Estate
25 Commissioner of the State of California, makes this Accusation in
26 his official capacity.
27

II

1 Respondents are presently licensed and/or have license
2 rights under the Real Estate Law, Part 1 of Division 4 of the
3 Business and Professions Code (hereinafter "Code").
4

III

5 At all times mentioned herein from and after April 19,
6 2006, CLAIRMONT FINANCIAL INC., (hereinafter "CFI") was and is
7 licensed by the State of California Department of Real Estate
8 (hereinafter "Department") as a real estate broker corporation.
9 At no time prior to April 19, 2006 was CFI licensed as a real
10 estate broker corporation.
11

IV

12 At all times mentioned herein, Respondent XOCHITL I.
13 OSEGUERA-LANGENBERG, (hereinafter "OSEGUERA") was and is licensed
14 by the Department individually as a real estate broker. From and
15 after April 19, 2006 and continuing through to the present
16 OSEGUERA was and is licensed as the designated broker officer of
17 CFI. As said designated officer-broker, OSEGUERA was and now is
18 responsible pursuant to Section 10159.2 of the Code for the
19 supervision of the activities of the officers, agents, real
20 estate licensees and employees of CFI for which a license is
21 required.
22

23
24 \\\

25 \\\

26 \\\

27

V

1
2 At all times mentioned herein, Respondent TINA LOUISE
3 THOMAS, (hereinafter "THOMAS") was and is licensed by the
4 Department individually as a real estate broker.

5 VI

6 At all times mentioned herein, Respondent MEHDI ARFA
7 (hereinafter "ARFA") was and is licensed by the Department as a
8 restricted real estate salesperson.

9 VII

10 At no time mentioned herein was Jose Luis Becerra
11 (hereinafter "Becerra") licensed by the Department either as a
12 real estate salesperson or as a real estate broker at any time
13 mentioned herein.

14 VIII

15 Whenever reference is made in an allegation in this
16 Accusation to an act or omission of CFI, such allegation shall be
17 deemed to mean that the officers, directors, employees, agents
18 and/or real estate licensees employed by or associated with CFI
19 committed such act or omission while engaged in the furtherance
20 of the business or operations of such corporate Respondent and
21 while acting within the course and scope of their authority and
22 employment.
23

24 IX

25 At all times mentioned herein CFI, OSEGUERA, and THOMAS
26 engaged in the business of, acted in the capacity of, advertised
27

1 or assumed to act as a real estate broker in the State of
2 California within the meaning of:

3 (a) Section 10131(a) of the Code, including the
4 operation and conduct of a real estate resale brokerage with the
5 public wherein, on behalf of others, for compensation or in
6 expectation of compensation, Respondents sold and offered to
7 sell, bought and offered to buy, solicited prospective sellers
8 and purchasers of, solicited and obtained listings of, and
9 negotiated the purchase and resale of real property; and

10 (b) Section 10131(d) of the Code, including the
11 operation and conduct of a mortgage loan brokerage business with
12 the public wherein Respondents solicited lenders and borrowers
13 for loans secured directly or collaterally by liens on real
14 property or a business opportunity, and wherein such loans were
15 arranged, negotiated, processed, and consummated by Respondent on
16 behalf of others for compensation or in expectation of a
17 compensation.

18 FIRST CAUSE OF ACTION

19 X

20 Each and every allegation in Paragraphs I through IX,
21 inclusive, above are incorporated by this reference as if fully
22 set forth herein.

23 XI

24 At all times mentioned herein from on or about February
25 1, 2006 through on or about April 18, 2006, before Respondent CFI
26 was issued a license by the Department, Respondent CFI employed
27

1 and compensated Becerra and Respondent ARFA to perform the acts
2 and conduct the real estate activities described in Paragraph IX,
3 above, including but not limited to the activities described in
4 Paragraphs XII and XIII, below, Respondent OSEGUERA caused,
5 suffered and permitted Respondent CFI to so employ and compensate
6 Becerra and Respondent ARFA, and Respondent ARFA caused, suffered
7 and permitted Respondent CFI to so employ and compensate Becerra.

8 XII

9 Between on or about February 1, 2006 and on or about
10 April 18, 2006, in course of the employment and activities
11 described in Paragraph XI, above, Respondent ARFA negotiated and
12 arranged the purchase and sale of real property, including but
13 not necessarily limited to:

14 Property Address	Borrower	Close of Escrow
15 1077 Mirror Lake, Merced	Damien Edwards	3/21/06
16 3745 Morning dove, Merced	Damien Edwards	3/20/06
17 3615 Pinole Valley, Pinole	Maria Cordon	3/27/06
18 3733 Beam Avenue, Merced	Damien Edwards	4/18/06

19
20 XIII

21 Between on or about February 1, 2006 and on or about
22 April 18, 2006, in course of the employment and activities
23 described in Paragraph XI, above, Becerra negotiated and arranged
24 mortgage loans to finance the purchase and sale of real property,
25 including but not necessarily limited to mortgage loans to
26 finance the purchases described in Paragraph XII, above.

27 \\\

XIV

1
2 In acting as described in Paragraphs XI through XIII,
3 inclusive, above, Respondents CFI, OSEGUERA, and ARFA violated
4 and/or willfully disregarded the provisions of Sections 10130 and
5 10137 of the Code.

6 XV

7 The facts described above as to the First Cause of
8 Accusation constitute cause to suspend or revoke all licenses and
9 license rights of Respondents CFI, OSEGUERA and ARFA pursuant to
10 the provisions of Sections 10130 and 10137 of the Code in
11 conjunction with Section 10177(d) of the Code.

12 SECOND CAUSE OF ACTION

13 XVI

14 Each and every allegation in Paragraphs I through XV,
15 inclusive, above, are incorporated by this reference as if fully
16 set forth herein.

17 XVII

18 At all times mentioned herein from on or about February
19 1, 2006 through on or about June 30, 2006, Respondents CFI and
20 THOMAS employed and compensated Becerra to perform the acts and
21 conduct the real estate activities described in Paragraph IX,
22 above, including but not limited to the activities described in
23 Paragraph XVIII, below, and Respondent ARFA caused, suffered and
24 permitted Respondents CFI and THOMAS to so employ and compensate
25 Becerra.

26 \\\

XVIII

Between on or about February 1, 2006 and on or about June 30, 2006, in course of the employment and activities described in Paragraph XVII, above, Becerra negotiated and arranged mortgage loans to finance the purchase and sale of real property, including but not necessarily limited to:

Property Address	Borrower	Close of Escrow
1230 Brightday Drive, Merced	Santes Santiago	6/12/06
119 Paloma Avenue, Salinas	Jose Velasquez	6/16/06
815 Modoc, Merced	Jose Velasquez	6/23/06

XIX

In acting as described in paragraphs XVII and XVIII, above, Respondents CFI, THOMAS, and ARFA violated the provisions of Section 10137 of the Code and willfully caused, suffered and/or permitted Becerra to violate Section 10130 of the Code.

XX

The facts described above as to the Second Cause of Accusation constitute cause to suspend or revoke all licenses and license rights of Respondents CFI, THOMAS and ARFA pursuant to the provisions of Sections 10130 and 10137 of the Code in conjunction with Section 10177(d) of the Code.

THIRD CAUSE OF ACTION

XXI

Each and every allegation in Paragraphs I through XX, inclusive, above, are incorporated by this reference as if fully set forth herein.

XXII

1 Beginning on or about February 1, 2006 and continuing
2 through on or about June 30, 2006, Respondent ARFA, in
3 association with Becerra, Damien Edwards and others, entered into
4 and participated in a "buyer rebate" plan or scheme to deceive
5 and make misrepresentations to mortgage lenders with the intent
6 to substantially benefit themselves and without disclosing their
7 true intentions to the mortgage lenders.
8

9 XXIII

10 The "buyer rebate" plan and scheme described in
11 Paragraph XXII contemplated in essence that:

12 (a) Respondent ARFA, acting as an agent of a
13 purchaser, would solicit and obtain a written agreement to
14 purchase residential real property at an inflated price, \$30,000
15 or more in excess of the listed price of the property, subject to
16 a separate written addendum providing for the amount in excess of
17 the listing price (the "buyer rebate") to be paid out of escrow
18 or by the seller after the close of escrow for fictitious
19 "handyman repairs" to a fictitious contractor such as the wife or
20 mother of a participant in the plan and scheme; and

22 (b) Becerra, acting as the agent of a purchaser, would
23 solicit and obtain a loan from an institutional mortgage lender
24 to finance the inflated cost of purchase by concealing the
25 "handyman repairs" addendum from the mortgage lender and/or
26 representing, contrary to fact, that the property would be the
27

primary residence of the purchaser.

XXIV

Between on or about February 1, 2006 and on or about June 30, 2006, ARFA, Becerra and Damien Edwards and others committed the following acts in furtherance of the fraudulent plan or scheme described in Paragraphs XXII and XXIII, above:

(a) ARFA, acting as an agent of Damien Edwards as purchaser, solicited and obtained a written agreement to purchase residential real property at 1077 Mirror Lake, Merced, California, subject to a separate written addendum providing for \$56,500 to be paid out of escrow or by the seller after the close of escrow to Meschelle Cardenas for "handyman repairs";

(b) ARFA, acting as an agent of Damien Edwards as purchaser, solicited and obtained a written agreement to purchase residential real property at 3745 Morningdove Avenue, Merced, California, subject to a separate written addendum providing for \$70,000 to be paid out of escrow or by the seller after the close of escrow to Meschelle Cardenas for "handyman repairs";

(c) ARFA, acting as an agent of Damien Edwards as purchaser, solicited and obtained a second written agreement to purchase residential real property at 3733 Beam Avenue, Merced, California, subject to a separate written addendum providing for \$55,000 to be paid out of escrow or by the seller after the close of escrow to Meschelle Cardenas for "handyman repairs";

(d) Becerra, acting as the agent of Damien Edwards,

1 solicited and obtained first and second mortgage loans for
2 \$348,000 and \$87,000 from WMC Mortgage to finance Edward's
3 purchase of real property at 1077 Mirror Lake, Merced,
4 California, by concealing the \$56,500 "handyman repairs" addendum
5 from the mortgage lender and representing, contrary to fact, that
6 the property would be the primary residence of Damien Edwards,
7 and the lender made the loans in reliance on the false
8 representation and in ignorance of facts concealed.

9 (e) Becerra, acting as the agent of Damien Edwards,
10 solicited and obtained first and second mortgage loans for
11 \$392,000 and \$98,000 from Fremont Investment Loan to finance
12 Edward's purchase of real property at 3745 Morningdove Avenue,
13 Merced, California, by concealing the \$70,000 "handyman repairs"
14 addendum from the mortgage lender and representing, contrary to
15 fact, that the property would be the primary residence of Damien
16 Edwards; and the lender made the loans in reliance on the false
17 representation and in ignorance of facts concealed.

18 (f) Becerra, acting as the agent of Damien Edwards,
19 solicited and obtained first and second mortgage loans for
20 \$368,000 and \$92,000 from Long Beach to finance Damien Edward's
21 purchase of real property at 3733 Beam Avenue, Merced,
22 California, by concealing the \$56,500 "handyman repairs" addendum
23 from the mortgage lender and representing, contrary to fact, that
24 the property would be the primary residence of Damien Edwards;
25

26 (g) ARFA, acting as an agent of Norberto Castaneda as
27

1 purchaser, solicited and obtained a second written agreement to
2 purchase residential real property at 3762 Beam Avenue, Merced,
3 California, subject to a separate written addendum providing for
4 \$77,000 to be paid out of escrow or by the seller after the close
5 of escrow to Matilde Lucero for "handyman repairs";

6 (h) ARFA, acting as an agent of Jose Velazquez as
7 purchaser, solicited and obtained a second written agreement to
8 purchase residential real property at 119 Paloma Avenue, Merced,
9 California, subject to a separate written addendum providing for
10 \$30,000 to be paid out of escrow or by the seller after the close
11 of escrow to Matilde Lucero for "handyman repairs";

12 (i) ARFA, acting as an agent of Jose Velazquez as
13 purchaser, solicited and obtained a second written agreement to
14 purchase residential real property at 815 Modoc Street, Merced,
15 California, subject to a separate written addendum providing for
16 \$35,000 to be paid out of escrow or by the seller after the close
17 of escrow to Matilde Lucero for "handyman repairs";

18 (j) ARFA, acting as an agent of Magdalene Wilson-
19 Letner as purchaser, solicited and obtained a second written
20 agreement to purchase residential real property at 1873 Valley
21 Forge, Merced, California, subject to a separate written addendum
22 providing for \$43,000 to be paid out of escrow or by the seller
23 after the close of escrow to Matilde Lucero for "handyman
24 repairs";

25
26 (k) ARFA, acting as an agent of Magdalene Wilson-
27

1 Letner as purchaser, solicited and obtained a second written
2 agreement to purchase residential real property at 1033 Keeler
3 Avenue, Bakersfield, California, subject to a separate written
4 addendum providing for \$75,000 to be paid out of escrow or by the
5 seller after the close of escrow to Matilde Lucero for "handyman
6 repairs";

7 (l) Becerra, acting as the agent of Norberto
8 Castaneda, solicited and obtained first and second mortgage loans
9 for \$368,000 and \$92,000 from Long Beach Mortgage to finance
10 Norberto Castaneda purchase of real property at 3762 Beam Avenue,
11 Merced, California, by concealing the \$77,000 "handyman repairs"
12 addendum from the mortgage lender;

13 (m) Becerra, acting as the agent of Jose Velazquez,
14 solicited and obtained first and second mortgage loans for
15 \$460,000 and \$115,000 from Fremont Investment & Loan to finance
16 Jose Velazquez purchase of real property at 119* Paloma, Merced,
17 California, by concealing the \$30,000 "handyman repairs" addendum
18 from the mortgage lender;

19 (n) Becerra, acting as the agent of Jose Velazquez,
20 solicited and obtained first and second mortgage loans for
21 \$318,400 and \$79,600 from Long Beach Mortgage to finance Jose
22 Velazquez purchase of real property at 815 Modoc, Merced,
23 California, by concealing the \$35,000 "handyman repairs" addendum
24 from the mortgage lender;

25 (o) Becerra, acting as the agent of Magdalene Wilson-
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1 Letner, solicited and obtained first and second mortgage loans
2 for \$320,000 and \$80,000 from WMC Mortgage to finance Magdalene
3 Wilson-Letner's purchase of real property at 1873 Valley Forge,
4 Merced, California, by concealing the \$43,000 "handyman repairs"
5 addendum from the mortgage lender;

6 (p) Becerra, acting as the agent of Magdalene Wilson-
7 Letner, solicited and obtained first and second mortgage loans
8 for \$774,000 and \$193,600 from Long Beach Mortgage Company to
9 finance Magdalene Wilson-Letner's purchase of real property at
10 1033 Keeler Avenue, Merced, California, by concealing the \$75,000
11 "handyman repairs" addendum from the mortgage lender;

12 XXV

13 In truth and fact, Meschelle Cardenas is the wife of
14 Damien Edwards and Matilde Lucero is the mother of Jose Becerra.

15 XXVI

16 The acts and omissions of Respondent ARFA described in
17 Paragraphs XXII through XXV constitute fraud and/or dishonest
18 dealing, and/or a continued and flagrant course of
19 misrepresentation through real estate agents or salespersons.

20 XXVII

21 The acts and omissions of Respondent ARFA described in
22 Paragraphs XXII, XXIII, XXIV(a), XXIV(b), XXIV(d), and XXIV(e)
23 constitute the substantial misrepresentation of a material fact.

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XXVIII

1 The facts described above as to the Third Cause of
2 Accusation constitute cause to suspend or revoke all licenses and
3 license rights of ARFA pursuant to the provisions of Sections
4 10176(a), 10176(c), and/or 10176(i) of the Code.
5

6 FOURTH CAUSE OF ACTION

7 XXIX

8 Each and every allegation in Paragraphs I through
9 XXVIII, inclusive, above, are incorporated by this reference as
10 if fully set forth herein.

11 XXX

12 Respondent OSEGUERA failed to exercise reasonable
13 supervision over the acts of Respondents CFI in such a manner as
14 to allow the acts and events described above to occur.

15 XXXI

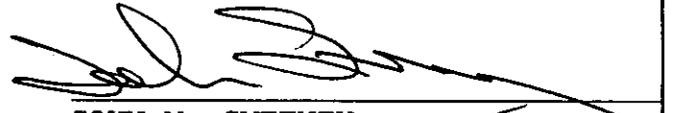
16 The acts and/or omissions of OSEGUERA described in
17 Paragraph XXX, constitute failure on the part of OSEGUERA, as
18 designated broker-officer for CFI, to exercise reasonable
19 supervision and control over the licensed activities of CFI
20 required by Section 10159.2 of the Code.

21 XXXII

22 The facts described above as to the Fourth Cause of
23 Accusation constitute cause for the suspension or revocation of
24 the licenses and license rights of Respondent OSEGUERA under
25 Section 10177(g) and/or Section 10177(h) of the Code and Section
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1 10159.2 of the Code in conjunction with Section 10177(d) of the
2 Code.

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 license rights of Respondents
7 under the Real Estate Law (Part 1 of Division 4 of the Business
8 and Professions Code), and for such other and further relief as
9 may be proper under other provisions of law.

10
11 
12 JOHN W. SWEENEY
13 Deputy Real Estate Commissioner

14 Dated at Fresno, California,
15 this 25th day of April, 2007
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