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DEPARTMENT OF REAL ESTATE

By *L. Frost*

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of

ELISA ISABEL ANULA,

No. H-2141 FR

Respondent.

ORDER GRANTING REINSTATEMENT OF LICENSE

On December 20, 2007, in Case No. H-2141 SD, a Decision was rendered revoking the real estate broker license of Respondent effective February 11, 2008, but granting Respondent the right to the issuance of a restricted real estate salesperson license. A restricted real estate salesperson license was issued to Respondent on February 11, 2008, and Respondent has operated as a restricted licensee since that time.

On October 14, 2010, Respondent petitioned for the removal of restrictions attaching to Respondent's real estate broker license, and the Attorney General of the State of California has been given notice of the filing of the petition.

I have considered Respondent's petition and the evidence and arguments in support thereof. Respondent has demonstrated to my satisfaction that Respondent meets the

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1 requirements of law for the issuance to Respondent of an unrestricted real estate broker license
2 and that it would not be against the public interest to issue said license to Respondent.

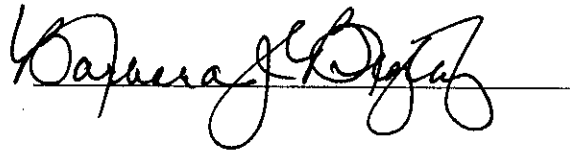
3 NOW, THEREFORE, IT IS ORDERED that Respondent's petition for
4 reinstatement is granted and that a real estate broker license be issued to Respondent if
5 Respondent satisfies the following requirements:

- 6 1. Submits a completed application and pays the fee for a real estate broker
7 license within the 12 month period following the date of this Order; and
- 8 2. Submits proof that Respondent has completed the continuing education
9 requirements for renewal of the license sought. The continuing education courses must be
10 completed either (i) within the 12 month period preceding the filing of the completed
11 application, or (ii) within the 12 month period following the date of this Order.

12 This Order shall become effective immediately.

13 DATED: 6/21/11

14 BARBARA J. BIGBY
15 Acting Real Estate Commissioner

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FEB 14 2008

DEPARTMENT OF REAL ESTATE

By K. Contreras

BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of)
ELISA ISABEL ANULA,) NO. H-2141 FR
Respondent.)

ORDER DENYING RECONSIDERATION

On December 20, 2007, a Decision was rendered in the above-entitled matter to become effective January 10, 2008.

On December 31, 2007, Respondent requested a stay for the purpose of filing a petition for reconsideration of the Decision of December 20, 2007, and the effective date was stayed to February 11, 2008.

I have given due consideration to the petition of Respondent. I find no good cause to reconsider the Order of December 20, 2007, and reconsideration is hereby denied.

IT IS HEREBY ORDERED 2-13-, 2008.

JEFF DAVIS
Real Estate Commissioner

[Signature]

JAN - 9 2008
DEPARTMENT OF REAL ESTATE

BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

In the Matter of the Accusation of)
) NO. H-2141 FR
 ELISA ISABEL ANULA,)
) OAH NO. N-2007080573
 Respondent.)

On December 20, 2007, a Decision was rendered in the above-entitled matter to become effective on January 10, 2008.

On December 31, 2007, Respondent requested a stay for the purpose of filing a petition for reconsideration of the Decision of December 20, 2007.

IT IS HEREBY ORDERED that the effective date of the Decision is stayed for a period of thirty (30) days. The Decision of December 20, 2007, shall become effective at 12 o'clock noon on February 11, 2008.

JEFF DAVIS
Real Estate Commissioner

Jeffrey

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DEC 21 2007

BEFORE THE
DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

DEPARTMENT OF REAL ESTATE

By K. Contreras

* * *

In the Matter of the Accusation of)

ELISA ISABEL ANULA,)

Respondent.)

NO. H-2141 FR

OAH NO. N-2007080573

DECISION

The Proposed Decision dated November 26, 2007, of the Administrative Law Judge of the Office of Administrative Hearings is hereby adopted as the Decision of the Real Estate Commissioner in the above-entitled matter.

This Decision shall become effective at 12 o'clock noon
on January 10, 2008

IT IS SO ORDERED

12/20/07
JEFF DAVI
Real Estate Commissioner

[Signature]

BEFORE THE
DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

In the Matter of the Accusation of:

ELISA ISABEL ANULA,

Respondent.

Case No. H-2141 FR

OAH No. N2007080573

PROPOSED DECISION

This matter was heard before Administrative Law Judge Jonathan Lew, State of California, Office of Administrative Hearings, on November 2, 2007, in Sacramento, California.

Daniel E. Kehew, Counsel, Department of Real Estate, appeared on behalf of complainant.

J. Anne Rawlins, Esq., appeared on behalf of Elisa Isabel Anula, who was also present.

The case was submitted for decision on November 2, 2007.

FACTUAL FINDINGS

1. Complainant John Sweeney is a Deputy Real Estate Commissioner of the State of California. He made and issued the accusation in his official capacity.

2. Elisa Isabel Anula (respondent) is presently licensed and/or has license rights under the Real Estate Law, Part 1 of Division 4 of the Business and Professions Code, as a real estate broker. Her broker license will expire on July 8, 2010, unless renewed.

3. Complainant seeks disciplinary action against respondent's broker license based upon her failure to disclose to a purchaser of real property her special relationship to the seller in that transaction. Specifically, complainant contends that respondent failed to disclose to the buyer that she was a prior owner of the property, that respondent was formerly married to seller, and that respondent was the seller's employing broker. Respondent counters that the buyer in this transaction was

perfectly aware that respondent and the seller were formerly married, and that the seller was a sales agent in respondent's company.

4. Respondent was formerly married to David Sanchez Hernandez. They were married in 1995, and divorced in 2002. Within her business community she held herself out as, and went by her married name "Elisa Hernandez." This name was printed on business cards and was used over her tenure with Central Valley Home Loans, her employer through 2004.

While they were married, respondent and David Hernandez purchased the residential property located at 543 Beverly Drive, Clovis, California 93612 (Beverly Property). Title was initially held in both their names, however respondent never resided there. Following their divorce, David Hernandez asked respondent to sell her half interest in the Beverly Property to him, and she did so. This sale occurred in June 2004.

5. Respondent and David Hernandez did not separate on bad terms. They continued to have a professional and business relationship. One of the businesses was Economy Construction, Inc. In this business, respondent would purchase properties and Mr. Hernandez would repair and improve the property for resale. Respondent paid his salary. Mr. Hernandez was the owner of Economy Construction, Inc. in 2004, but he gifted the company to respondent in November 2005.

Respondent and David Hernandez also had a business relationship working at EI Financial. She was affiliated with this company as a real estate broker, and Mr. Hernandez worked under her supervision as a real estate agent. Respondent's business cards for this company (California Estates/EI Financial and Associates) listed her name as "Elisa I. Anula" and her association as "Owner/Broker."

6. In August 2005, at the request of David Hernandez, respondent agreed to list the Beverly Property for sale. Mr. Hernandez did not feel comfortable listing the property himself, and asked her to do so instead. She agreed. Mr. Hernandez had purchased a duplex property and needed the sales proceeds from the Beverly Property quickly for this other purchase. Respondent decided to price the property under market value to facilitate this transaction. She listed the property at \$229,000.00. Respondent explains that this allowed for just a three percent commission to be paid by the seller.

7. Blanca Porras-Medeiros (buyer) saw the "For Sale" sign on the Beverly Property on August 18, 2005. She is an insurance agent and she leases office space across the street from the Beverly Property. She was looking to purchase nearby property and the Beverly Property seemed "perfect" and attracted her immediate interest. Seller contacted her real estate agent, Bob Wyatt, and asked him to contact respondent about the property. Mr. Wyatt contacted respondent, and then called buyer back and told her that respondent refused to work with him. He recommended

to buyer that she negotiate directly with respondent. Buyer avers that respondent also raised the sales price around this time from \$220,000.00 to \$239,000.00. Buyer called respondent and expressed interest in being shown the home. Respondent said that she would show buyer the home only if buyer was interested in making an offer, and could provide proof that she was pre-qualified for a loan. Buyer agreed, and obtained a pre-approval letter from her loan officer.

8. Respondent showed buyer the home that same day. Respondent then proceeded to prepare paperwork for an offer and residential purchase agreement. Buyer told her that she did not believe the property was worth \$240,000.00, and made an offer instead for \$220,000.00. Respondent stated that the seller would not take \$220,000.00, but buyer stood by her offer. The two continued to go through the balance of the form residential purchase agreement and came to section 27(c), relating to agency relationship. This section of the form indicated that respondent was the exclusive agent for the seller. Respondent modified the form by checking the second box to indicate that she was now the agent for "both the Buyer and Seller." Respondent told buyer: "Don't worry. I will take good care of you." Respondent insisted that escrow be closed within 30 days, something that troubled buyer because she understood that most appraisers did not complete appraisals within 30 days.

The following morning, August 19, 2005, respondent called buyer and indicated that she now needed a 60-day escrow. She also told buyer that seller was countering with \$225,000.00, with no termite inspection. Buyer agreed to the \$225,000.00, but insisted upon a termite inspection. Buyer offered to pay \$1,000.00 for the inspection with a right to rescind the transaction if termite repairs were required in excess of \$1,000.00. Seller agreed and the parties entered into a contract for sale on these terms.

9. At no time during the above discussions and negotiations did respondent disclose to buyer that she was formerly married to the seller, that she formerly had an ownership interest in the property, that she and seller did business together as Economy Construction, Inc., or that she and seller were part of the same real estate company, California Estates/EI Financial and Associates. Nor was any of this information disclosed in the documents that respondent provided to buyer. Buyer was unaware of these matters at the time she entered into a contract to purchase the Beverly Property.

10. Buyer first became aware respondent and seller had a relationship other than real estate broker and client in September 2005. On September 6, buyer received a note from respondent indicating that she was changing escrow companies. Buyer called respondent and told her that she had already completed certain escrow papers and did not wish to do so again. Respondent told buyer that the seller had a corporation and it was beginning to be a "hassle" with the prior escrow company. Buyer became suspicious and called the new escrow company. She was told that respondent was changing escrow companies because of "Elisa and David's

corporation.” Buyer had earlier suspected there was more to their relationship than respondent disclosed. For example, she noticed that respondent would answer questions from buyer about the seller’s intentions without first consulting with him. Buyer also observed respondent parking her car and going into and out of the Beverly Property many times during the day.

11. Escrow was to close on October 5, 2005. Buyer and her husband arrived at the Beverly Property on October 4, for a final walk through and to sign remaining documents. Buyer signed a number of important documents that she believes respondent had since August 17, 2005, and withheld.¹ Buyer’s husband walked through the residence on this date and noticed a photograph of respondent and David Hernandez in one of the bedrooms. He told buyer about it later.

Following close of escrow, buyer became aware of a number of matters about the property and the transaction that were upsetting to her. She searched the internet and discovered that David Hernandez was licensed as a salesperson for respondent. She also called the number for Central Valley Properties and was told it did not exist. Her subsequent internet search disclosed that the DBA for this business was cancelled.² Buyer filed a formal complaint with the Department on October 17, 2005. Among other things she complained that respondent did not meet her affirmative obligations regarding disclosure of real estate agency relationships.

12. Respondent suggests that buyer knew she had been married to David Hernandez. Buyer has been an insurance agent for 15 years in the Fresno-Clovis community. Buyer actively marketed her insurance services by visiting real estate and mortgage loan offices, and introducing herself and leaving flyers about her insurance business in hopes of receiving future business referrals. Respondent recalls meeting buyer when buyer came to different businesses where respondent worked. These included North Point Mortgage, Heritage Mortgage and Central Valley Home Loans. Respondent went by her married name “Hernandez” when she was at Central Valley Home Loans and she began referring clients to buyer at that time. She avers that she provided buyer with a business card with this name when she first met her.

Buyer insists that she did not know or recognize respondent when she first expressed interest in purchasing the Beverly Property. Buyer notes that she insures around 4,000 homeowners and receives referrals from approximately 100 realtors. She has three employees who process most of her insurance work, and buyer does not contact homeowners directly.

¹ Buyer was given the following documents to sign the day before escrow was to close: real estate transfer disclosure statement, smoke detector statement of compliance, disclosure regarding real estate agency relationships, supplemental statutory and contractual disclosures, lead-based paint and lead-based paint hazards disclosure, acknowledgement and addendum, verification of property condition.

² Respondent’s license history indicates that “DBA Central Valley Propertys cancelled as of 09-15-05.”

Although respondent may have met and referred business to buyer in the past, it was not established that buyer knew who respondent was when she contacted her about the Beverly Property, or that she knew that respondent had formerly been married to the seller.

13. Respondent denies refusing to work with buyer's real estate agent, Bob Wyatt. She recalls that Mr. Wyatt asked her if she would be open to a sales price of \$225,000.00, and she told him that he would have to add payment of a commission to the offer because she had priced it under market, and that the seller was only willing to pay three percent. Respondent avers that she was flooded with phone calls about the property. She also denies telling respondent that she could not see the property without also being interested in making an offer. And she denies raising the sales price above that which was in the listing agreement.

Respondent avers that she disclosed in a handwritten document to buyer, on or after August 28, 2005, that David Hernandez worked for her at EI Financial. Buyer was shown the document at hearing, but denies either receiving or signing it.

14. Respondent believes that she looked after buyer's best interests during this transaction. She notes that buyer's loan officer contacted her and told her that buyer would have to pay a higher interest rate if escrow did not close by October 6, 2005. Respondent saw to it that this occurred, even at some inconvenience to David Hernandez in having him move out of the residence earlier.

Respondent emphasizes that because she knew who buyer was, she wanted to do a good job for her. She avers that she told buyer that if buyer did not feel comfortable working with her as the listing agent, that buyer could find her own agent as long as she came in with an offer that would satisfy the agent's fee. Respondent's account is not plausible as it appears that respondent recognized buyer as one with whom she transacted insurance business only after they entered into an agreement to purchase the Beverly Property. Respondent made this connection much later in the transaction, and then asked buyer if she would insure a different property that respondent was in the process of purchasing. That respondent did not recognize buyer until much later in the transaction belies respondent's suggestion that buyer knew who respondent was all along, or that buyer knew that respondent had been married to David Hernandez.

15. Respondent avers that she told buyer that David Hernandez was her ex-husband at the time that she requested the change in escrow companies in September 2005. She states that she told buyer that Mr. Hernandez was trying to put the transaction through their corporation for tax purposes. Respondent also notes that she introduced buyer to Mr. Hernandez as her "ex-husband" during the October 4, 2005 final walk. She acknowledges that she provided no written disclosures about her relationship with Mr. Hernandez, other than the fact of their real estate business relationship as noted above in Finding 13.

Respondent explains that she did not believe her ex-husband qualified as a marriage or blood-relationship that needed to be disclosed. She also suggests that buyer knew about their relationship anyway. Respondent characterizes her relationship with David Hernandez as being strictly business at that time.

16. It was established that respondent entered into a dual-agency arrangement on August 18, 2005, whereby she agreed to represent as agent both the seller and buyer in the Beverly Property sale. At the time that she entered into this arrangement, respondent failed to disclose to buyer that: 1) she was the prior owner of the Beverly Property, and that she had sold her interest in the property to seller in June 2004; 2) that she was formerly married to the seller; 3) that she was the seller's employing broker; and 4) that she and seller were engaged in business together as Economy Construction, Inc.

Respondent had an affirmative duty to make these disclosures to any prospective party with whom she was entering into a dual-agency arrangement. Without such disclosures the buyer in this case could not make an informed decision. The fact that respondent may have disclosed the fact that she was the seller's employing broker on August 28, is only slight mitigation. In this document respondent suggested that Mr. Hernandez would be going to another employment after the first of September. However, respondent never disclosed other matters about their relationship that were at least as important – that she and seller had a special relationship by virtue of their past marriage, and that they continued in business together as Economy Construction, Inc. Mr. Hernandez gifted this business to her in November 2005, within a month after escrow closed.

When respondent disclosed other material information about her relationship to the seller, it was only after buyer learned on her own. For example, buyer called the second escrow company and learned from the company that respondent and Mr. Hernandez were in the same corporation. The evidence is mixed whether respondent ever directly disclosed the fact that seller was her ex-husband to buyer, even at the time of the final walk through. Buyer recalls only that her husband observed a picture of respondent and Mr. Hernandez in one of the bedrooms.

17. More troubling is respondent's apparent understanding or belief that she was not obligated to make such disclosures. Her defense is that buyer knew or should have known about her relationship to David Hernandez based on prior business interactions between buyer and respondent. Yet, such material disclosures required of a real estate broker must be made affirmatively. It was incumbent upon respondent to be absolutely open and transparent about her relationship with one party when entering into a dual-agency arrangement involving a second party to the same transaction. This is rather basic, especially for one licensed as a real estate broker. However, respondent fails to appreciate the gravity of her failure to do so in this case. She acknowledges little responsibility or wrongdoing on her part.

18. Respondent has resided in Clovis for seven years. Prior to becoming a real estate licensee she worked first with Hewlett-Packard, and then with different social service agencies. She worked among the homeless in Madera, then as a welfare worker with the Fresno Head Start program, and also with a program providing employment assistance in the Hmong community. She was licensed in 1995 as a real estate salesperson, and worked initially in the mortgage loan sector. She became licensed as a real estate broker about five years ago.

LEGAL CONCLUSIONS

1. Business and Professions Code section 10176, subdivision (a), provides that the real estate commissioner may suspend or revoke a real estate license when a real estate licensee has been guilty of "[m]aking any substantial misrepresentation."

Under Business and Professions Code section 10177, subdivision (o), as further grounds for disciplinary action, the real estate commissioner may suspend or revoke a license when a licensee has:

Failed to disclose to the buyer of real property, in a transaction in which the licensee is an agent for the buyer, the nature and extent of a licensee's direct or indirect ownership interest in that real property. The direct or indirect ownership interest in the property by a person related to the licensee by blood or marriage, by an entity in which the licensee has an ownership interest, or by any other person with whom the licensee has a special relationship shall be disclosed to the buyer.

2. In this case David Hernandez qualifies as a person with whom respondent has a special relationship. As a former spouse, and also as one whom she supervised as a real estate broker and had a business relationship with in their corporation, she had an affirmative duty to disclose to buyer all elements of their relationship under Business and Professions Code section 10177, subdivision (o). Her failure to do so at the time she entered into a dual-agency arrangement on August 18, 2005, and her continued non-disclosure as the transaction went forward, constitutes cause for disciplinary action under Business and Professions Code sections 10176, subdivision (a); and 10177, subdivision (o).

Respondent contends that "special relationship" is undefined in case law and that she had been divorced since 2002. However, her special relationship was not just an historical event. At the time she entered into a dual-agency relationship with buyer, David Hernandez was a salesperson in her office and they were also engaged in business together as Economy Construction, Inc., a business that he gifted to her after close of escrow. Combined with the fact that she formerly had an ownership interest in the Beverly Property, and then sold her half interest to David Hernandez, this was a situation that absolutely demanded full disclosure of their special

relationship. Their special relationship is based both upon their past marriage and current business relationships. Buyer could not make an informed decision to retain respondent in a dual-agency relationship in connection with this transaction absent this information.

3. The matters set forth in Findings 13 through 18 were considered. Respondent does not appreciate the seriousness of her failure to make the important disclosures that were required in this case. She accepts little responsibility and acknowledges no wrongdoing on her part. She has not suggested that she has learned from her mistakes or that she will act differently were the same scenario to arise again.

Until respondent demonstrates and provides necessary assurances to the Department that she will not engage in similar conduct, she should not be licensed to practice as a real estate broker. However, it would not be contrary to the public interest and welfare to allow respondent to remain licensed as a real estate sales person under restricted terms and conditions.

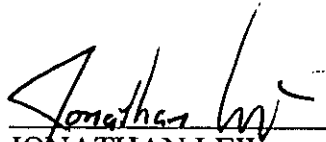
ORDER

All licenses and licensing rights of respondent Elisa Isabel Anula, under the Real Estate Law are revoked; provided, however, a restricted real estate salesperson license shall be issued to respondent pursuant to section 10156.5 of the Business and Professions Code if respondent makes application therefore and pay to the Department of Real Estate the appropriate fee for the restricted license within 90 days from the effective date of this Decision. The restricted license issued to respondent shall be subject to all of the provisions of section 10156.7 of the Business and Professions Code and to the following limitations, conditions and restrictions imposed under authority of section 10156.6 of that Code.

1. The restricted license issued to respondent may be suspended prior to hearing by Order of the Real Estate Commissioner in the event of respondent's conviction or plea of no contest to a crime that is substantially related to respondent's fitness or capacity as a real estate licensee.
2. The restricted license issued to respondent may be suspended prior to hearing by Order of the Real Estate Commissioner on evidence satisfactory to the Commissioner that respondent has violated provisions of the California Real Estate Laws, the Subdivided Lands Law, Regulations of the Real Estate Commissioner or conditions attached to the restricted license.

3. Respondent shall not be eligible to apply for the issuance of an unrestricted real estate license nor for the removal of any of the conditions, limitations or restrictions of a restricted license until two (2) years have elapsed from the effective date of this Decision.
4. Respondent shall, within nine months from the effective date of this Decision, present evidence satisfactory to the Real Estate Commissioner that respondent has, since the most recent issuance of an original or renewal real estate license, taken and successfully completed the continuing education requirements of Article 2.5 of Chapter 3 of the Real Estate Law for renewal of a real estate license. If respondent fails to satisfy this condition, the Commissioner may order the suspension of the restricted license until respondent presents such evidence. The Commissioner shall afford respondent the opportunity for a hearing pursuant to the Administrative Procedure Act to present such evidence.
5. Respondent shall, within six months from the effective date of this Decision, take and pass the Professional Responsibility Examination administered by the Department including the payment of the appropriate examination fee. If respondent fails to satisfy this condition, the Commissioner may order suspension of respondent's license until respondent passes the examination.
6. Respondent shall submit with any application for license under an employing broker, or any application for transfer to a new employing broker, a statement signed by the prospective employing real estate broker on a form approved by the Department of Real Estate which shall certify:
 - a. That the employing broker has read the Decision of the Commissioner which granted the right to a restricted license; and
 - b. That the employing broker will exercise close supervision over the performance by the restricted licensee relating to activities for which a real estate license is required.

DATED: November 26, 2007



JONATHAN LEW
Administrative Law Judge
Office of Administrative Hearings

1 DANIEL E. KEHEW, Counsel (SBN 231550)
2 Department of Real Estate
3 P. O. Box 187007
4 Sacramento, CA 95818-7007

5 Telephone: (916) 227-0789
6 -or- (916) 227-0425 (Direct)

FILED
JUL -6 2007

DEPARTMENT OF REAL ESTATE

By K. Contreras

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

11 * * *

12 In the Matter of the Accusation of)
13 ELISA ISABEL ANULA,) H-2141 FR
14 Respondent.) ACCUSATION
15)

16 The Complainant, JOHN SWEENEY, a Deputy Real Estate
17 Commissioner of the State of California, for cause of Accusation
18 against ELISA ISABEL ANULA (hereinafter "Respondent"), is
19 informed and alleges as follows:

20 I

21 Complainant, JOHN SWEENEY, a Deputy Real Estate
22 Commissioner of the State of California, makes this Accusation
23 against Respondent in his official capacity and not otherwise.

24 II

25 At all times mentioned herein, Respondent was and now
26 is licensed and/or has license rights as a real estate broker
27 under the Real Estate Law, Part 1 of Division 4 of the California

1 Business and Professions Code (hereinafter "the Code"), with
2 said license due to expire July 8, 2010.

3 III

4 At all times herein mentioned, Respondent engaged in
5 the business of, acted in the capacity of, advertised, or
6 assumed to act as real estate brokers within the meaning of
7 Section 10131(a) of the Code, including the operation and
8 conduct of a real estate sales business with the public wherein,
9 on behalf of others, for compensation or in expectation of
10 compensation, Respondent sold or offered to sell, bought or
11 offered to buy, solicited prospective sellers or purchasers
12 of, solicited or obtained listings of, or negotiated the
13 purchase, sale or exchange of real property or a business
14 opportunity.

15 IV

16 On or about August 17, 2005, in acting as a real
17 estate broker as described in Paragraph III, above, Respondent
18 obtained the listing of a residential home identified as
19 543 Beverly Drive (hereinafter "Beverly Property") in the City
20 of Clovis, California, from a seller identified as David Sanchez
21 Hernandez (hereinafter "Seller").

22 V

23 At all times herein mentioned, Respondent held an
24 ownership interest in the Beverly Property via Respondent's
25 special relationship with the Seller in three contexts:

26 A. Respondent is a prior owner of the Beverly
27 Property, selling the property to Seller in 2004.

1 B. Respondent is the ex-wife of Seller.

2 C. Respondent is Seller's employing Broker.

3 VI

4 On or about August 18, 2005, Respondent was approached
5 by buyer Blanca Porras-Medeiros (hereinafter "Buyer"), who
6 expressed interest in purchasing the Beverly Property from
7 Seller.

8 VII

9 On or about August 18, 2005, Respondent solicited
10 and obtained Buyer's agreement to enter into a dual-agency
11 arrangement, by which Respondent would represent as agent both
12 Seller and Buyer in the Beverly Property sale.

13 VIII

14 In soliciting, obtaining, and carrying out the dual-
15 agency relationship described in Paragraph VII, above,
16 Respondent failed to disclose to Buyer each and every element
17 of special relationship between Respondent and Seller, described
18 in Paragraph V, above.

19 IX

20 The facts alleged in Paragraphs III, IV, V, VI, VII,
21 and VIII, above, are grounds for the suspension or revocation
22 of the license and license rights of Respondent under Sections
23 10176(a) and 10177(o) of the Code.

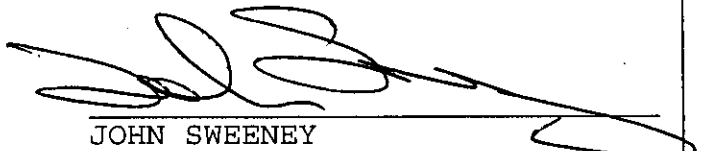
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1 WHEREFORE, Complainant prays that a hearing be
2 conducted on the allegations of this Accusation and that upon
3 proof thereof a decision be rendered imposing disciplinary action
4 against all licenses and license rights of Respondents under the
5 Real Estate Law (Part 1 of Division 4 of the Code) and for such
6 other and further relief as may be proper under other applicable
7 provisions of law.

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11 
12 JOHN SWEENEY
13 Deputy Real Estate Commissioner
14

15 Dated at Fresno, California
16 this 5th day of July, 2007.
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