

FILED

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BUREAU OF REAL ESTATE

By S. Black

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BEFORE THE
BUREAU OF REAL ESTATE
STATE OF CALIFORNIA

In the Matter of the Accusation of	)	
	)	
BARBARA JANE AVILA	)	NO. H-2932 FR
	)	
Respondent.	)	<u>ACCUSATION</u>
	)	
	)	

The Complainant, Tricia Parkhurst, in her official capacity as a Deputy Real Estate Commissioner of the State of California ("Complainant"), for Accusation against BARBARA JANE AVILA ("Respondent"), is informed and alleges as follows:

1

At all times relevant, Respondent was and now is licensed by the State of California Bureau of Real Estate, ("the Bureau"), as a real estate broker.

2

At all times relevant, Travis Azevedo ("AZEVEDO") was and now is a licensed real estate broker employed by real estate corporation Cornerstone Phase II Inc. At all times relevant, AZEVEDO was the listing agent for the Bank of America real estate owned real property located at 1104 Blair Avenue, Modesto, California.

3

Taischa Stevens ("STEVENS") was and now is licensed as a real estate salesperson and at all times relevant was employed by Cornerstone Phase II and worked on AZEVEDO's team.

4

Sometime prior to December 15, 2011, Mark H. made an offer through Respondent to purchase the Blair Avenue property for \$74,900.00. On or about December 15, 2011, Mark H. increased his offer for the Blair Avenue property to \$93,000.00, which was accepted. The purchase offer indicated that an earnest money deposit of \$2,000.00 was given to Respondent by Mark H.

5

On or about January 25, 2012, the Bank of America REO contract was fully executed by Mark H. and a Bank of America representative.

6

The Blair Avenue property needed repairs and on or about February 2, 2012, Mark H. obtained a written proposal of \$21,100.00 from J. L. Jones Construction, Inc., for repairs for the Blair Avenue property. Based on the need for repairs to the property, Respondent attempted to negotiate a reduced purchase price for the Blair Avenue property on behalf of Mark H.

7

On or after February 2, 2012, Respondent told Mark H. that she was able to negotiate the purchase price of the Blair Avenue property down to \$77,000.00 and that he should be prepared to close the purchase of the Blair Avenue property on February 6, 2012, for that amount.

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2 An undated addendum was written on one of AZEVEDO's forms to reduce the
3 purchase price of the Blair Avenue property to \$83,000.00. That document was signed by
4 Mark H., but not a representative from Bank of America.

5 9

6 On or about February 10, 2012, a second undated addendum was written on one
7 of AZEVEDO's form to reduce Mark H.'s purchase price of the Blair Avenue property to
8 \$77,000.00. According to AZEVEDO, this addendum was created at Respondent's request.
9 Again, the document was signed by Mark H., but not a representative from Bank of America.

10 10

11 On or about February 13, 2012 according to AZEVEDO, Respondent was told by
12 Bank of America's asset manager that the maximum reduction for the purchase price of the Blair
13 Avenue property would be \$83,000.00, not \$77,000.00, Respondent was informed on multiple
14 occasions that Bank of America would not accept a purchase price reduction below \$83,000.00
15 for the Blair Avenue property.

16 11

17 AZEVEDO told Respondent that Mark H.'s purchase contract was being
18 cancelled because Mark H. did not accept the \$83,000.00 figure and that Mark H.'s signature
19 would be needed to cancel the original deal.

20 12

21 On or about February 13, 2012, Respondent called Mark H. and stated that Bank
22 of America would accept a price reduction to \$77,000.00. However, Respondent did not inform
23 Mark H. that his signature was needed to cancel the original purchase agreement, nor that Bank
24 of America would not accept less than \$83,000.00 for the Blair Avenue property.

25 13

26 On or about March 2012, the Blair Avenue property was sold to someone other
27 than Mark H.

14

On or about November 4, 2013, Farrah N. Scheidel, an administrative assistant at Orange Coast Title Company, confirmed that their company never received an earnest money deposit from Mark H. for the Blair Avenue property

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The acts and/or omissions of Respondent as described in Paragraphs 4 through 14, above, are grounds for the revocation or suspension of all of Respondent's licenses and/or license rights under Sections 10176(a) (misrepresentation), 10176(i) (fraud or dishonest dealing), and 10177(d) (willful disregard/violation of real estate law) and/or 10177(g) (negligence or incompetence) of the California Business and Professions Code (the "Code").

COST RECOVERY

16

Section 10106 of the Code provides, in pertinent part, that in any order issued in resolution of a disciplinary proceeding before the Bureau, the Real Estate Commissioner may request the Administrative Law Judge to direct a licensee found to have committed a violation of this part to pay a sum not to exceed the reasonable costs of the investigation and enforcement of the case.

WHEREFORE, Complainant prays that a hearing be conducted on the allegations of this Accusation and that upon proof thereof, a decision be rendered imposing disciplinary action against all licenses and license rights of Respondent under the Code, for the reasonable cost of investigation and prosecution of this case, including agency attorney's fees, and for such other and further relief as may be proper under other provisions of law.



TRICIA PARKHURST
Deputy Real Estate Commissioner

Dated at Sacramento, California,
this 21st day of January, 2015.