

1 DEPARTMENT OF REAL ESTATE
2 P. O. Box 187007
3 Sacramento, CA 95818-7007

4 Telephone: (916) 227-0789

FILED
NOV 19 2011

DEPARTMENT OF REAL ESTATE
By *A. Mar*

8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of)
12 THE REAL ESTATE SHOPPE, INC.,) NO. H-4153 SD
13 HENRY R. FINN and) STIPULATION AND AGREEMENT
14 MARISA ANTONIA JOYNER,)
15 Respondents.)

16 It is hereby stipulated by and between Respondent MARISA ANTONIA
17 JOYNER, ("Respondent"), acting by and through Thomas B. Gullotti, Counsel for
18 Respondent, and the Complainant, acting by and through John W. Barron, Counsel for the
19 Department of Real Estate, as follows for the purpose of settling and disposing of the
20 Accusation filed on November 17, 2010, in this matter:

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

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H-4153 SD

MARISA ANTONIA JOYNER

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

4 3. On December 6, 2010, Respondent filed a Notice of Defense pursuant to
5 Section 11505 of the Government Code for the purpose of requesting a hearing on the
6 allegations in the Accusation. Respondent hereby freely and voluntarily withdraws said Notice
7 of Defense. Respondent acknowledges that Respondent understands that by withdrawing said
8 Notice of Defense, Respondent will thereby waive Respondent's right to require the
9 Commissioner to prove the allegations in the Accusation at a contested hearing held in
10 accordance with the provisions of the APA and that Respondent will waive other rights
11 afforded to Respondent in connection with the hearing such as the right to present evidence in
12 defense of the allegations in the Accusation and the right to cross-examine witnesses.

13 4. This Stipulation is based on the factual allegations contained in the
14 Accusation. In the interest of expedience and economy, Respondent chooses not to contest
15 these factual allegations, but to remain silent and understands that, as a result thereof, these
16 factual statements will serve as a prima facie basis for the "Determination of Issues" and
17 "Order" set forth below. The Real Estate Commissioner shall not be required to provide
18 further evidence to prove such allegations.

19 5. This Stipulation and Respondent's decision not to contest the Accusation
20 are made for the purpose of reaching an agreed disposition of this proceeding and are expressly
21 limited to this proceeding and any other proceeding or case in which the Department of Real
22 Estate, the State or the federal government, an agency of this State, or an agency of another
23 state is involved.

24 6. It is understood by the parties that the Real Estate Commissioner may
25 adopt the Stipulation and Agreement as her decision in this matter, thereby imposing the
26 penalty and sanctions on Respondent's real estate license and license rights as set forth in the
27 "Order" below. In the event that the Commissioner in her discretion does not adopt the

1 Stipulation and Agreement, it shall be void and of no effect, and Respondent shall retain the
2 right to a hearing and proceeding on the Accusation under all the provisions of the APA and
3 shall not be bound by any admission or waiver made herein.

4 7. This Stipulation and Agreement shall not constitute an estoppel, merger or
5 bar to any further administrative or civil proceedings by the Department of Real Estate with
6 respect to any matters which were not specifically alleged to be causes for accusation in this
7 proceeding.

8 DETERMINATION OF ISSUES

9 By reason of the foregoing stipulations, admissions and waivers and solely for
10 the purpose of settlement of the pending Accusation without hearing, it is stipulated and agreed
11 that the acts and omissions of Respondent described in the Accusation are grounds for the
12 suspension or revocation of the licenses and license rights of Respondent under the provisions
13 of Section 10148 of the Business and Professions Code ("the Code") in conjunction with
14 Section 10130 (broker license requirement), 10131(d) (performing services for
15 borrowers/lenders in connection with loans secured by real property), 10146 (advance fees to
16 be deposited in trust account), 10131.2 (collection of advance fees), 10085 (advance fee
17 agreements and materials) and 10085.5 (collecting unauthorized advance fees) of the Code,
18 and Sections 2792 (accounting related to advance fee collection) of Title 10 of the California
19 Code of Regulations, and Sections 10177(d) (willful disregard/violation of real estate law) and
20 10177(g) (negligence/incompetence in performing acts for which license is required) of the
21 Code.

22 ORDER

23 All licenses and licensing rights of Respondent under the Real Estate Law are
24 suspended for a period of sixty (60) days from the effective date of the Decision herein, with 30-
25 days stayed; provided, however, the remaining thirty (30) days of said suspension shall also be
26 stayed upon the condition that:

27 ///

1 1. Respondent pays a monetary penalty pursuant to Section 10175.2 of the
2 Business and Professions Code at a rate of \$100.00 for each day of the remaining thirty (30)
3 days of said suspension for a total monetary penalty of \$3,000.00.

4 a. Said payment shall be in the form of a cashier's check or certified check
5 made payable to the Recovery Account of the Real Estate Fund. Said check must be delivered
6 to the Department prior to the effective date of the Decision in this matter.

7 b. No further cause for disciplinary action against the Real Estate license of
8 Respondent occurs within two (2) years from the effective date of the decision in this matter.

9 c. If Respondent fails to pay the monetary penalty in accordance with the
10 terms and conditions of the Decision, the Commissioner may, without a hearing, order the
11 immediate execution of all or any part of the stayed suspension, in which event, Respondent
12 shall not be entitled to any repayment nor credit, prorated or otherwise, for money paid to the
13 Department under the terms of this decision.

14 d. If Respondent pays the monetary penalty and if no further cause for
15 disciplinary action against the real estate license of Respondent occurs within two (2) years
16 from the effective date of the Decision herein, then the stay hereby granted shall become
17 permanent.

18 2. Respondent shall, within six (6) months from the effective date of this
19 Order, take and pass the Professional Responsibility Examination administered by the
20 Department, including the payment of the appropriate examination fee. If Respondent fails to
21 satisfy this condition, the Commissioner may order the suspension of all licenses and licensing
22 rights until Respondent passes the examination.

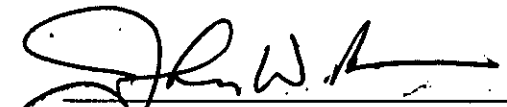
23 3. Respondent shall, prior to the effective date of the Decision in this
24 matter, provide evidence to the Commissioner sufficient to demonstrate that she has
25 reimbursed any and all monies received from Cynthia Mendez (total of \$2,600).

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10/24/11
DATED


JOHN W. BARRON, Counsel
Department of Real Estate

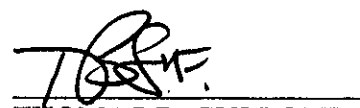
I have read the Stipulation and Agreement and its terms are understood by me and are agreeable and acceptable to me. I understand that I am waiving rights given to me by the California Administrative Procedure Act (including but not limited to Sections 11506, 11508, 11509, and 11513 of the Government 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.

10/16/11
DATED


MARISA ANTONIA JOYNER
Respondent

I have reviewed this Stipulation and Agreement and Order as to form and content and have advised my client accordingly.

10/17/2011
DATED


THOMAS B. GULLOTTI
Attorney for Respondent

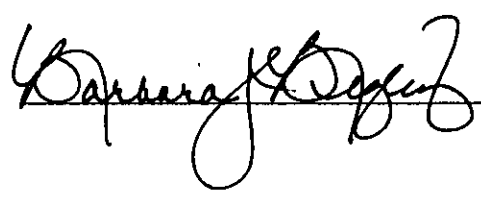
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The foregoing Stipulation and Agreement is hereby adopted by me as my
Decision in this matter as to Respondent MARISA ANTONIA JOYNER and shall become
effective at 12 o'clock noon on DEC -9 2011.

IT IS SO ORDERED 11-9-11.

BARBARA J. BIGBY
Acting Real Estate Commissioner



Handwritten signature of Barbara J. Bigby over a horizontal line.

1 DEPARTMENT OF REAL ESTATE
2 P. O. Box 187007
3 Sacramento, CA 95818-7007
4 Telephone: (916) 227-0789

FILED
AUG 11 2011

DEPARTMENT OF REAL ESTATE
By R. Max

8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of)
12) NO. H-4153 SD
13)
14 THE REAL ESTATE SHOPPE, INC.,) STIPULATION AND AGREEMENT
15 HENRY R. FINN and)
16 MARISA ANTONIA JOYNER,)
Respondents.)

17 It is hereby stipulated by and between Respondents THE REAL ESTATE
18 SHOPPE, INC., ("RES"), and HENRY R. FINN, ("FINN"), (collectively "Respondents"),
19 acting by and through Frank M. Buda, Counsel for Respondents, and the Complainant, acting
20 by and through John W. Barron, Counsel for the Department of Real Estate, as follows for the
21 purpose of settling and disposing of the Accusation filed on November 17, 2010, in this matter:

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

27 ///

H-4153 SD

THE REAL ESTATE SHOPPE, INC.
and HENRY R. FINN

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

4 3. On January 13, 2011, Respondents filed a Notice of Defense pursuant to
5 Section 11505 of the Government Code for the purpose of requesting a hearing on the
6 allegations in the Accusation. Respondents hereby freely and voluntarily withdraw said Notice
7 of Defense. Respondents acknowledge that Respondents understand that by withdrawing said
8 Notice of Defense, Respondents will thereby waive Respondents' right to require the
9 Commissioner to prove the allegations in the Accusation at a contested hearing held in
10 accordance with the provisions of the APA and that Respondents will waive other rights
11 afforded to Respondents in connection with the hearing such as the right to present evidence in
12 defense of the allegations in the Accusation and the right to cross-examine witnesses.

13 4. This Stipulation is based on the factual allegations contained in the
14 Accusation. In the interest of expedience and economy, Respondents choose not to contest
15 these factual allegations, but to remain silent and understand that, as a result thereof, these
16 factual statements will serve as a prima facie basis for the "Determination of Issues" and
17 "Order" set forth below. The Real Estate Commissioner shall not be required to provide further
18 evidence to prove such allegations.

19 5. This Stipulation and Respondents' decision not to contest the Accusation
20 are made for the purpose of reaching an agreed disposition of this proceeding and are expressly
21 limited to this proceeding and any other proceeding or case in which the Department of Real
22 Estate, the State or the federal government, an agency of this State, or an agency of another state
23 is involved.

24 6. It is understood by the parties that the Real Estate Commissioner may
25 adopt the Stipulation and Agreement as her decision in this matter, thereby imposing the penalty
26 and sanctions on Respondents' real estate licenses and license rights as set forth in the "Order"
27 below. In the event that the Commissioner in her discretion does not adopt the Stipulation and

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ORDER

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All licenses and licensing rights of RES under the Real Estate Law are suspended for a period of sixty (60) days from the effective date of this Order; provided, however, that:

1. Sixty (60) days of said suspension shall be stayed for two (2) years upon the following terms and conditions:

a. RES shall obey all laws, rules and regulations governing the rights, duties and responsibilities of a real estate licensee in the State of California; and

b. That no final subsequent determination be made, after hearing or upon stipulation, that cause for disciplinary action occurred within two (2) years from the effective date of this Order. Should such a determination be made, the Commissioner may, in her discretion, vacate and set aside the stay order and re-impose all or a portion of the stayed suspension. Should no such determination be made, the stay imposed herein shall become permanent.

2

All licenses and licensing rights of FINN under the Real Estate Law are suspended for a period of sixty (60) days from the effective date of this Order; provided, however, that:

1. Thirty (30) days of said suspension shall be stayed, upon the condition that FINN petitions pursuant to Section 10175.2 of the Business and Professions Code and pays a monetary penalty pursuant to Section 10175.2 of the Business and Professions Code at a rate of \$75 for each day of the suspension for a total monetary penalty of \$2,250.

a. Said payment shall be in the form of a cashier's check or certified check made payable to the Recovery Account of the Real Estate Fund. Said check must be delivered to the Department prior to the effective date of the Decision in this matter.

b. No further cause for disciplinary action against the real estate license of FINN occurs within two (2) years from the effective date of the decision in this matter.

1 c. If FINN fails to pay the monetary penalty in accordance with the
2 terms and conditions of the Decision, the Commissioner may, without a hearing, order the
3 immediate execution of all or any part of the stayed suspension, in which event, FINN shall not
4 be entitled to any repayment nor credit, prorated or otherwise, for money paid to the Department
5 under the terms of this decision.

6 d. If FINN pays the monetary penalty, and if no further cause for
7 disciplinary action against the real estate license of FINN occurs within two (2) years from the
8 effective date of the Decision herein, then the stay hereby granted shall become permanent.

9 2. The remaining thirty (30) days of said suspension shall be stayed for two
10 (2) years upon the following terms and conditions:

11 a. FINN shall obey all laws, rules and regulations governing the
12 rights, duties and responsibilities of a real estate licensee in the State of California; and

13 b. That no final subsequent determination be made, after hearing or
14 upon stipulation, that cause for disciplinary action occurred within two (2) years from the
15 effective date of this Order. Should such a determination be made, the Commissioner may, in
16 her discretion, vacate and set aside the stay order and re-impose all or a portion of the stayed
17 suspension. Should no such determination be made, the stay imposed herein shall become
18 permanent.

19 3. FINN shall, within six (6) months from the effective date of this Order,
20 take and pass the Professional Responsibility Examination administered by the Department,
21 including the payment of the appropriate examination fee. If FINN fails to satisfy this
22 condition, the Commissioner may order the suspension of all licenses and licensing rights of
23 FINN until FINN passes the examination.

24 4. Notwithstanding any other provision of this Order, all licenses and
25 licensing rights of FINN are suspended unless and until he provides proof satisfactory to the
26 Commissioner that he has taken and successfully completed the continuing education course
27 on Trust Fund Accounting and Handling specified in Section 10170.5(a)(3) of the Code. The

1 course must have been completed no earlier than one hundred twenty (120) days prior to the
2 effective date of this Order, and proof must be submitted prior to the effective date of this
3 Order, to prevent suspension of FINN's license pursuant to this condition.

4 3

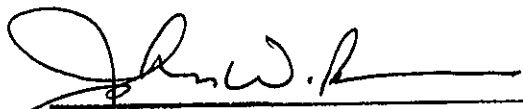
5 1. Respondents, jointly and severally, shall pay the sum of \$2,870.70 for
6 the Commissioner's cost of the audit which led to this disciplinary action. Respondents shall
7 pay such cost within sixty (60) days of receiving an invoice therefore from the Commissioner.
8 The Commissioner may indefinitely suspend all licenses and licensing right of Respondents
9 pending a hearing held in accordance with Section 11500, et seq., of the Government Code, if
10 payment is not timely made as provided for herein, or as provided for in a subsequent
11 agreement between Respondents and the Commissioner. The suspension shall remain in effect
12 until payment is made in full or until Respondents enter into an agreement satisfactory to the
13 Commissioner to provide for payment, or until a decision providing otherwise is adopted
14 following a hearing held pursuant to this condition.

15 2. Respondents, jointly and severally, shall pay the Commissioner's costs,
16 not to exceed \$2,870.70, of any audit conducted pursuant to Section 10148 of the Code to
17 determine if Respondents have corrected the violations described in the Determination of
18 Issues, above, and any other violations found in the audit which led to this disciplinary action.
19 In calculating the amount of the Commissioner's reasonable cost, the Commissioner may use
20 the estimated average hourly salary for all persons performing audits of real estate brokers, and
21 shall include an allocation for travel time to and from the auditor's place of work. Respondents
22 shall pay such cost within sixty (60) days of receiving an invoice therefore from the
23 Commissioner detailing the activities performed during the audit and the amount of time spent
24 performing those activities. If Respondents fail to pay such cost within the sixty (60) days, the
25 Commissioner may indefinitely suspend all licenses and licensing rights of Respondents under
26 the Real Estate Law until payment is made in full or until Respondents enter into an agreement

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1 satisfactory to the Commissioner to provide for payment. Upon full payment, the indefinite
2 suspension provided for in this paragraph shall be stayed.

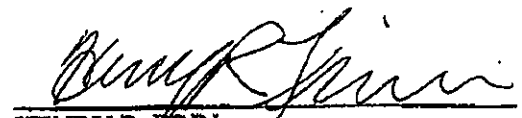
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4 7/19/11
5 DATED

6 
7 JOHN W. BARRON, Counsel
8 Department of Real Estate

9 ***

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

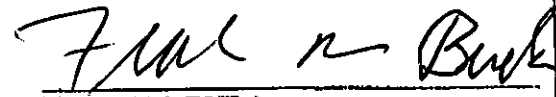
17 07 July 2011
18 DATED

19 
20 HENRY R. FINN
21 Respondent and as the Designated
22 Officer/Broker for Respondent
23 THE REAL ESTATE SHOPPE, INC.

24 ***

25 *I have reviewed this Stipulation and Agreement and Order as to form and
26 content and have advised my client accordingly.*

27 7-7-11
DATED


FRANK M. BUDA
Attorney for Respondents, THE REAL
ESTATE SHOPPE, INC. and
HENRY R. FINN

H-4153 SD

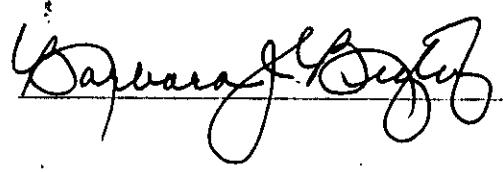
THE REAL ESTATE SHOPPE, INC.
and HENRY R. FINN

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The foregoing Stipulation and Agreement is hereby adopted by me as my
Decision in this matter as to Respondents THE REAL ESTATE SHOPPE, INC. and HENRY R.
FINN and shall become effective at 12 o'clock noon on SEP 1 2011

IT IS SO ORDERED 8/5/11

BARBARA J. BIGBY
Acting Real Estate Commissioner



1 JOHN W. BARRON, Counsel (SBN 171246)
2 Department of Real Estate
3 P. O. Box 187007
4 Sacramento, CA 95818-7007

5 Telephone: (916) 227-0789 (main)
6 (916) 227-0792 (direct)

FILED

NOV 17 2010

DEPARTMENT OF REAL ESTATE

By K. Mar

7
8
9 BEFORE THE DEPARTMENT OF REAL ESTATE
10 STATE OF CALIFORNIA

11 ***

12 In the Matter of the Accusation of)
13)
14 THE REAL ESTATE SHOPPE, INC.,) No. H-4153 SD
15 HENRY R. FINN and)
16 MARISA ANTONIA JOYNER,) ACCUSATION
17 Respondents.)

18 The Complainant, JOSEPH AIU, a Deputy Real Estate Commissioner of the State
19 of California, for cause of Accusation against THE REAL ESTATE SHOPPE, INC., individually
20 and doing business as The Real Estate Shoppe (hereafter "RES"), HENRY R. FINN, individually
21 and doing business as 1st Nationwide Mortgage Funding and The Real Estate Shoppe (hereafter
22 "FINN"), and MARISA ANTONIA JOYNER, individually and doing business as Your
23 Lighthouse Real Estate (hereafter "JOYNER"), (hereafter collectively "Respondents"), is
24 informed and alleges as follows:

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26 The Complainant makes this Accusation in his official capacity.

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At all times relevant herein, RES was and is licensed by the Department of Real Estate (hereafter "the Department") as a corporate real estate broker.

3

At all times relevant herein, FINN was and is licensed by the Department as a real estate broker. He is also the Vice-President of RES.

4

At all times relevant herein, FINN was and is licensed by the Department as the designated broker/officer of RES. As the designated broker/officer, FINN was responsible, pursuant to Section 10159.2 of the California Business and Professions Code (hereafter "the Code"), for the supervision of the activities of the officers, agents, real estate licensees and employees of RES for which a real estate license is required.

5

At all times relevant herein, JOYNER was and is licensed by the Department as a real estate salesperson.

6

At all times herein mentioned, Respondents engaged in the business of, acted in the capacity of, advertised or assumed to act as a real estate broker within the State of California within the meaning of Section 10131(a) (Broker Defined - Sale/Purchase of Real Estate), including selling or offering to sell, buying or offering to buy, soliciting prospective sellers or purchasers of, soliciting or obtaining lists of, or negotiating the purchase, sale or exchange of real property.

7

Whenever reference is made in an allegation in this Accusation to an act or omission of RES, such allegation shall be deemed to mean that the officers, directors, employees, agents and real estate licensees employed by or associated with RES committed such act or

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1 omission while engaged in furtherance of the business or operations of RES and while acting
2 within the course and scope of their corporate authority and employment.

3 FIRST CAUSE OF ACTION

4 8

5 Beginning September 29, 2009, and continuing intermittently through
6 October 27, 2009, an audit was conducted at RES's main office located at 8080 La Mesa
7 Boulevard, #107, La Mesa, California, where the auditor examined the records for the period of
8 January 1, 2008, through September 30, 2009 (the audit period).

9 9

10 RES did not and does not maintain a trust account and does not handle investment
11 funds from lenders.

12 10

13 The audit described in Paragraph 8, above, revealed that in the course of the
14 activities described in Paragraph 6, above, RES represented buyers using a Residential Purchase
15 Agreement which stated that RES had received an earnest money deposit that it would hold un-
16 cashed until acceptance of a buyer's offer. According to the Residential Purchase Agreement,
17 the earnest money deposit would be deposited into escrow within three (3) business days of
18 acceptance of the offer. In the course and scope of representing such buyers, Respondents
19 performed and/or failed to perform the following acts:

- 20 (a) On or about November 18, 2008, RES, acting on behalf of Lacey Sullivan and
21 Chris Arellano, presented an offer to purchase real property located at 3091
22 Date, #C, San Diego, California, for \$320,000. The offer proposed by RES
23 represented that Lacey Sullivan and Chris Arellano had provided RES with a
24 \$5,000 Earnest Money Deposit ("EMD") as part of the purchase price. RES's
25 Trust Fund Log shows that RES failed to record the date it received the EMD.
26 In addition, the Trust Fund Log fails to show the date those funds were
27 deposited into escrow.

1 (b) On or about February 6, 2009, RES, acting as the agent for Michael Garcia
2 and Monica Garcia, presented an offer to purchase real property located at
3 137 West Naples Street, Chula Vista, California, for \$250,000. The offer
4 prepared by RES represented that Michael Garcia and Monica Garcia had
5 provided RES with a \$1,000 EMD as part of the offer. On or about
6 February 13, 2009, a counter-offer was made, increasing the EMD amount to
7 \$2,500. The true facts were that the EMD of \$2,500 was not received by RES
8 until March 11, 2009.

9 (c) On or about April 22, 2009, RES, acting as the agent for Irene Barragan and
10 Gerardo Puebla, presented an offer to purchase real property located at
11 1533 Markerry, El Cajon, California, for \$300,000. The offer prepared by
12 RES represented that Irene Barragan and Gerardo Puebla had provided RES
13 with a \$9,000 EMD as part of the offer. RES's Trust Fund Log shows that
14 RES failed to log the date the EMD was received. In addition, the Trust Fund
15 Log fails to show the date those funds were deposited into escrow.

16 (d) On or about June 16, 2009, RES, acting as the agent for Peter H. Antoniou,
17 presented an offer to purchase real property located at 2102 Lark Glen,
18 Escondido, California, for \$273,000. The offer prepared by RES represented
19 that Peter H. Antoniou had provided RES with a \$5,000 EMD as part of the
20 offer. RES's Trust Fund Log indicated the EMD was received by RES on
21 May 29, 2009. However, the records indicate that the earnest money deposit
22 was forwarded by RES to escrow on June 29, 2009, seven (7) days before the
23 acceptance date by the seller.

24 11

25 The acts and/or omissions as alleged in Paragraph 10, above, violate Sections
26 10145 (trust fund handling), 10176(a) (substantial misrepresentation) and 10176(i) (other
27 conduct constituting fraud or dishonest dealing) of the Code, and Section 2832 (trust fund

1 handling) of the Regulations, and are grounds for discipline under Sections 10177(d) (willful
2 disregard and/or violation of real estate law) and 10177(g) (negligence or incompetence
3 performing acts for which license is required) of the Code. In addition, the Department is
4 entitled to reimbursement for the costs of its audit pursuant to Section 10148 (cost of audit in
5 final decision following disciplinary hearing) of the Code.

6 SECOND CAUSE OF ACTION

7 12

8 Complainant refers to Paragraphs 1 through 11, above, and incorporates them
9 herein by reference.

10 13

11 At all times relevant herein, FINN was responsible, as the designated
12 broker/officer for RES, for the supervision and control of the activities conducted on behalf of
13 the corporation by its officers and employees. FINN failed to exercise reasonable supervision
14 and control over the property mortgage loan brokering activities of RES. In particular, FINN
15 permitted, ratified and/or caused the conduct described in the First Cause of Action, above, to
16 occur, and failed to take reasonable steps, including, but not limited to, the supervision of
17 employees and the implementation of policies, rules, procedures and systems to ensure the
18 compliance of the corporation with the Real Estate Law and the Regulations.

19 14

20 The acts and/or omissions of FINN as set forth in Paragraph 13, above, violate
21 Section 10159.2 (responsibilities of corporate officer in charge) of the Code and Section 2725
22 (broker supervision of salespersons) of the Regulations, and constitute grounds for disciplinary
23 action under Sections 10177(d), 10177(g) and 10177(h) (failure by broker to provide reasonable
24 supervision of activities of salespersons and/or corporation) of the Code.

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1 THIRD CAUSE OF ACTION

2 15

3 At all times mentioned herein, JOYNER, individually and doing-business as
4 Your Lighthouse Real Estate, performed services for one or more borrowers and negotiated to
5 do one or more of the following acts for another or others, for or in expectation of compensation:
6 negotiate one or more loans for, or perform services for, borrowers and/or lenders with respect
7 to the collection of advance fees and loan modification, loan refinance, principal reduction,
8 foreclosure abatement or short sale services and/or those borrowers' lenders in connection with
9 loans secured directly or collaterally by one or more liens on real property; and charged,
10 demanded or collected an advance fee for any of the services offered. Although Respondent
11 was employed by a real estate broker at the time of the acts mentioned herein, Respondent was
12 not acting under the supervision and control, or with the knowledge of her real estate broker in
13 the performance of the acts mentioned herein.

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15 While employed as a real estate salesperson with RES, JOYNER also contracted
16 to work for ABS Business Solutions, Inc., a financial debt reduction program, which provided
17 professional debt negotiation services with credit repair and customer support to individuals and
18 organizations. ABS Business Solutions, Inc. has never been licensed by the Department in any
19 capacity. While working for ABS Business Solutions, Inc., JOYNER received fees from
20 individuals and organizations for various services, including borrower placement in debt
21 reduction programs and performing mortgage audit review and negotiation.

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23 In the course of the activities described in Paragraphs 15 and 16, above, JOYNER
24 collected advance fees, including on or about November 3, 2008, JOYNER solicited and
25 collected an advance fee \$1,500 payable to ABS Business Solutions, Inc., from Cinthia Givno
26 (Mendez) for mortgage loan audit services related to property located at 122 Garfield Avenue,
27 El Cajon, California. On or about November 4, 2008, JOYNER solicited and collected an

1 additional advance fee of \$1,100 from Cinthia Givno (Mendez) in exchange for assistance in
2 obtaining access to loan audit services and the selection and gathering of documents related to
3 the property located at 122 Garfield Avenue, El Cajon, California. JOYNER never obtained a
4 loan modification for and has never refunded the advance fees paid by Cinthia Grivno (Mendez).

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6 The acts and/or omissions of JOYNER as alleged in Paragraphs 15 through 17,
7 above, violate Sections 10130 (broker license requirement), 10131(d) (performing services for
8 borrowers and/or lenders in connection with loans secured by real property), 10146 (advance
9 fees to be deposited in trust account) 10131.2 (collection of advance fees), 10085 (advance fee
10 agreements and materials) and 10085.5 (collecting unauthorized advance fees) of the Code, and
11 Section 2972 (accounting content related to advance fee collection) of the Regulations, and are
12 grounds for discipline under Sections 10177(d) (willful disregard/violation of real estate law)
13 and 10177(g) (negligence or incompetence performing acts for which license is required) of the
14 Code.

15 WHEREFORE, Complainant prays that a hearing be conducted on the allegations
16 of this Accusation, and that upon proof thereof, a decision be rendered imposing disciplinary
17 action against all licenses and license rights of Respondents under the Code, and for such other
18 and further relief as may be proper under applicable provisions of law.

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22 JOSEPH AIU
Deputy Real Estate Commissioner

23 Dated at San Diego, California,
24 this 12 day of November, 2010.
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