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BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

In the Matter of the Accusation of:

No. H-05746-SD

CLIFFORD ROBERT STEVENS and
RANDALL TODD CUNNINGHAM,

ACCUSATION

Respondents.

The Complainant, Ruth Corral, a Supervising Special Investigator for the Department of Real Estate ("Department" or "DRE") of the State of California, for cause of Accusation against CLIFFORD ROBERT STEVENS ("STEVENS") and RANDALL TODD CUNNINGHAM, also known as Todd Cunningham ("CUNNINGHAM"), collectively "Respondents," is informed and alleges in her official capacity as follows:

1. The Complainant, Ruth Corral, acting in her official capacity as a Supervising Special Investigator, makes this Accusation against Respondents.

2. All references to the "Code" are to the California Business and Professions Code and all references to "Regulations" are to Title 10, Chapter 6, California Code of Regulations.

LICENSE HISTORY

3. Respondent STEVENS has been licensed by the Department as a real estate broker ("REB"), license identification number ("License ID") 01365425, from on or about October 2, 2019 to the present, with STEVENS's license scheduled to expire on October 1, 2027, unless renewed. STEVENS was previously conditionally licensed as a real estate salesperson ("RES") from on or

1 about September 16, 2003 until March 16, 2005. From on or about March 17, 2005 until July 18,
2 2006, STEVENS's RES license was conditionally suspended, and from on or about July 19, 2006
3 until December 5, 2011, STEVENS's RES license was revoked, as discussed below. On or about
4 February 3, 2010, STEVENS's petition for reinstatement of his RES license was granted, and
5 STEVENS was again licensed as a RES from on or about December 6, 2011 until on or about
6 October 1, 2019, after which STEVENS became licensed as a REB. According to Department
7 records to date, STEVENS employs one salesperson, CUNNINGHAM, has no branch offices, and
8 maintains the fictitious business name "Tap for California Home Owners," licensed with the DRE.

9 4. Respondent CUNNINGHAM has been licensed by the Department as a RES,
10 License ID 02070191, from on or about August 16, 2018, until the present, with CUNNINGHAM's
11 license scheduled to expire on August 15, 2026, unless renewed. According to the DRE's records,
12 CUNNINGHAM is currently employed by STEVENS.

13 5. According to Department records to date, neither STEVENS nor CUNNINGHAM
14 holds a Mortgage Loan Originator ("MLO") license endorsement with the Department.

15 **PRIOR DISCIPLINE OF STEVENS: DRE CASE NO. H-3443-SD**

16 6. On March 10, 2006, in DRE Case No. H-3443-SD, the DRE filed and served an
17 Accusation against STEVENS alleging that, on or about January 14, 2005, STEVENS was
18 convicted of a violation of Penal Code section 240 (battery), a crime involving moral turpitude
19 which bore a substantial relationship to the qualifications, functions, or duties of a real estate
20 licensee. On May 4, 2006, when no Notice of Defense was filed by STEVENS within the time
21 prescribed by Government Code section 11506, STEVENS's default was entered. On June 29, 2006,
22 the DRE filed a Decision revoking the RES license of STEVENS, effective July 19, 2006.

23 7. On or about October 2, 2008, STEVENS petitioned the DRE for reinstatement of his
24 RES license.

25 8. By Order filed February 10, 2010, the DRE granted STEVENS's petition for
26 reinstatement and ordered that a RES license be issued to STEVENS if he took and passed the RES
27 license examination and submitted an application and required fee for a RES license.

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1 **ACTIVITIES REQUIRING A REAL ESTATE LICENSE AND MLO ENDORSEMENT**

2 9. At all times mentioned herein, in San Diego County, California, STEVENS and
3 CUNNINGHAM engaged in the performance of activities requiring a real estate license pursuant to
4 Code section 10130, and acted, ordered, caused, authorized and/or participated in licensed activities
5 for compensation or in expectation of compensation within the meaning of Code section 10131(d):
6 soliciting borrowers or lenders for or negotiating loans or performing services for borrowers or
7 lenders or note owners in connection with loans secured directly or collaterally by liens on real
8 property. At all times mentioned herein, in San Diego County, California, STEVENS and
9 CUNNINGHAM also engaged in the performance of activities requiring an MLO license
10 endorsement pursuant to Code sections 10166.01(b) and 10166.02(b).

11 **FACTS DISCOVERED BY DRE**

12 10. On or about July 25, 2022, the DRE received a complaint from C.O.^{1/} against
13 CUNNINGHAM. C.O. alleges that in early April 2022, C.O. sought the services of “Save Your
14 Home California/Homeowners Hotline,” because her house had a foreclosure date set for April 26,
15 2022. C.O.’s home mortgage was held by FCI Lender Services, Inc (“FCI”). C.O. called the phone
16 number on Save Your Home California’s website (saveyourhome.ca.org) and spoke to
17 CUNNINGHAM. C.O. alleges that CUNNINGHAM represented to C.O. that his services would
18 stop the foreclosure sale of C.O.’s home.

19 11. On or about April 10, 2022, C.O. completed and signed a Homeowner Hotline
20 authorization form which included the provision: “With my/our signature(s) below, I/we have
21 authorized Todd Cunningham to speak with my current lender(s).”

22 12. On or about April 22, 2022, C.O. signed a Homeowner Hotline PBA Foreclosure
23 Prevention Agreement (“FPA”) prepared by CUNNINGHAM, which identified C.O. as “Client,”
24 CUNNINGHAM as Todd Cunningham, and CUNNINGHAM as “Volunteer.” The FPA includes
25 the following provisions:

26 ///

27 _____
28 ^{1/} Initials are used in place of individuals’ full names to protect their privacy. Documents containing individuals’ full names will be provided during the discovery phase of this case to Respondents and/or their attorney(s), after service of a timely and proper request for discovery on Complainant’s counsel.

1 "2. *General Nature of Assistance*. The scope of the project is outlined as
2 follows:

3 "Loan Modification Services, Real Estate, Negotiating, and Foreclosure
4 Prevention

5 "3. **Option A.** Volunteer agrees to undertake this representation on a pro
6 bono basis, which means that the Volunteer will not charge upfront
7 professional fees in connection with this matter. **When: Client gets**
8 **approved for a modification, Client agrees to a donation of [\$500.00]** to
the Homeowners Hotline. This donation will help our program and help
others avoid foreclosure. Client is in foreclosure and has been advised to
save the mortgage payments monthly. A modification process takes 1-3
months. Only if client is approved will the donation will [sic] be paid. The
first mortgage payment will be payable to FCI 30 days after.

9 4. **Option B.** Client understands that if a modification is denied by the lender
10 or by the investor, **Client agrees they will do the Transition Assistance**
11 **Program (TAP) for a Foreclosure Prevention Sale. The Volunteer**
12 **under DRE #02070191 will represent the Client for the Transition**
Assistance Program (TAP), and with free legal services if needed. The
Volunteer will receive funding for The Homeowner Hotline through this
program. . . ."

13 The FPA also required C.O. to write her initials, and C.O. did write her initials, next to the
14 following two provisions:

15 "I understand that Volunteer is a real estate pre foreclosure specialist
16 licensed in California and qualified for loan negotiations [sic] services only. I
17 understand the Volunteer can not guarantee servicer or investor decisions
for loan modification approval. I understand the only guarantee to avoid
foreclosure is through Loan Modification Approval or TAP program.

18 I understand if modification is declined by investor, Volunteer will receive
19 funding through the TAP program for transition assistance, real estate, and
20 for you to avoid foreclosure. If client declines TAP program \$500 is payable
as service rendered."

21 According to the complaint submitted by C.O.:

22 Even though Save Your Home California pitches its assistance as "free," its
23 contract misleads the signor into obligating themselves to pay \$500
24 regardless of the outcome. Under "Option A," when the client "gets
25 approved for a modification," the client must pay "a donation of [\$500.00]
26 to The Homeowners Hotline." Under "Option B," if the client is denied for
27 a modification, they must do the "Transition Assistance Program (TAP) for
28 a Foreclosure Prevention Sale," but if the client "declines the 'TAP'
program," they must pay \$500 as "services rendered." The so-called "TAP"
program seems to be a Save-Your-Home-California program. [¶] Ironically,
after clients pay the \$500 upfront, the Donation Receipt reads,
"Congratulations on saving your home! We are very pleased that you could
keep your home and avoid foreclosure!"

1 On or about April 12, 2022, C.O. completed and signed a Homeowner Hotline Donation
2 Receipt ("Donation Receipt"), which includes the following provisions in relevant part:

3 ". . . As you know the Homeowners Hotline is a free service for Southern
4 California. With some programs available we are able to receive funding
5 through the investor, lender, or buyer. With your particular case file we did
6 the PBA Program, with a \$500 donation. Thank you for your generosity. . . .

7 **"Credit Card Donation"**

8 **"Please accept my donation of: PBA \$500."**

9 "[¶] . . . [¶]"

10 *"This authorization is for card on file and only to be charged if loan
11 modification is APPROVED by your lender. If declined the card will not be
12 charged. Homeowners Hotline & Todd Cunningham will receive funding
13 through the TAP program for transition assistance, real estate, and for you
14 to avoid foreclosure. If client declines TAP program \$500 is payable as
15 service rendered."*

16 The Donation Receipt also included blanks for C.O. name, phone number, and credit card
17 information, which C.O. provided on the form. According to C.O.'s complaint, C.O. paid \$500 to
18 CUNNINGHAM. According to STEVENS and/or CUNNINGHAM, however, C.O. was never
19 charged \$500 or any money at all because the "processing fee" was only payable if C.O. was
20 approved, and C.O. never sent the required completed forms and paperwork to CUNNINGHAM to
21 submit to her lender, FCI.

22 13. C.O. alleges that in the days leading up to the foreclosure, she was very scared about
23 losing her home and called CUNNINGHAM, who assured her, "Don't be scared. Everything will
24 be fine." Thereafter, on or about April 25 and 26, 2022, C.O. called and left voicemail for and sent
25 e-mail to CUNNINGHAM but did not hear from CUNNINGHAM.

26 14. On April 26, 2022, C.O.'s home was sold in a foreclosure sale.

27 15. On or about April 28, 2022, C.O. received an e-mail message from CUNNINGHAM
28 that stated:

It's is [sic] disappointing. The sale date was just too close and FCI is very
aggressive. I really dislike hard money lenders, and you got into a really bad
deal. But here is the good news. It sold high at \$610,000. So that means you
will be receiving your equity. Please call FCI and communicate with them
to get your money.

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16. CUNNINGHAM owns the websites named “saveyourhome.ca.org,” and “homeownerhotline.com,” both of which redirect to another website named “saveyourhome.california.org,” also owned by CUNNINGHAM. The websites advertise services offered, including assistance for various loan modification programs, forbearance, stopping foreclosure dates, negotiating with lenders/services, and applying for loan modification programs. STEVENS and CUNNINGHAM have administrator access to these websites and can each add, delete, correct, or modify the content displayed on the websites as needed. None of the websites disclose in printed text appearing on the websites STEVENS’s name, REB License ID, and the required statement, “Real Estate Broker, California Department of Real Estate,” or CUNNINGHAM’s name, RES License ID, and his responsible broker’s name.

17. During the DRE’s investigation, STEVENS and/or CUNNINGHAM provided information and documents to the DRE. In order to receive and deposit the “donation” payments from borrowers participating in the “Homeowner Hotline” / “Save Your Home” program, CUNNINGHAM set up a merchant account with Chase Bank in the “company name” of “TODD CUNNINGHAM UW” with a Company Number ending in 9099 and a Merchant Number ending in 3636. This allowed CUNNINGHAM to enter a borrower’s credit card number to make a payment directly to CUNNINGHAM’s Chase merchant account.

18. CUNNINGHAM received payments of \$500 or more each from eight borrowers other than C.O., with \$4,500.00 in total payments. All borrower payments except one—J.P., who paid by personal check—were made directly to CUNNINGHAM’s merchant account as follows:

Borrower	Date FPA Signed	Fee Paid	Date Fee Paid
E.S.	10/07/2021	\$500.00	04/21/2022
D.C.	11/30/2021	\$500.00	02/22/2022
E.N. & C.N.	12/02/2021	\$500.00	02/17/2022
D.D.	01/09/2022	\$500.00	02/23/2022
G.B.	02/09/2022	\$500.00	04/09/2022
D.A.	03/15/2022	\$500.00	07/01/2022
J.P.	04/29/2022	\$700.00	03/22/2023
E.K.	08/06/2022	\$800.00	10/06/2022
Total Fees Paid to Cunningham:		\$4,500.00	

1 19. The table shown above in Paragraph 18 shows each borrower's initials, the date each
2 borrower signed a Homeowner Hotline PBA Foreclosure Prevention Agreement ("FPA"), the
3 amount of the "donation" fee paid by each borrower, and the date on which the payment was made.

4 **VIOLATIONS OF THE REAL ESTATE LAW – CAUSES FOR DISCIPLINE**

5 20. The Complainant realleges and incorporates by reference all allegations contained in
6 paragraphs 1 through 19 above, with the same force and effect as though fully set forth herein.

7 21. In the course of the activities described above in Paragraph 9, and based on the facts
8 discovered by the DRE, as described in Paragraphs 10 through 19 above, Respondents acted in
9 violation of the Real Estate Law as follows.

10 **First Cause of Accusation: Code Sections 10166.02(b)(2), and 10177(d) and/or 10177(g) –**
11 **Activities Requiring a Mortgage Loan Originator License Endorsement**

12 22. The Complainant realleges and incorporates by reference all allegations contained in
13 paragraphs 1 through 19 above, with the same force and effect as though fully set forth herein.

14 23. Code section 10166.01(b) defines a "mortgage loan originator" as an individual who
15 "offers or negotiates terms of a residential mortgage loan for compensation or gain." Code section
16 10166.02(b) provides that no individual may engage in business as a mortgage loan originator
17 without first doing both of the following: (1) obtaining and maintaining a real estate license, and (2)
18 obtaining and maintaining a real estate license endorsement identifying that individual as a licensed
19 mortgage loan originator.

20 24. Based on the services advertised on the websites owned by CUNNINGHAM, as
21 described above in Paragraph 16, the allegations in C.O.'s complaint, documents provided to DRE,
22 and CUNNINGHAM's receipt of payments from borrowers, as described above in Paragraphs 17
23 through 19, CUNNINGHAM has been engaged in business as a mortgage loan originator.

24 25. According to DRE records to date, CUNNINGHAM has never obtained a mortgage
25 loan originator ("MLO") license endorsement from the DRE. Moreover, because CUNNINGHAM
26 is licensed as a real estate salesperson, he cannot obtain an MLO license endorsement unless he has
27 a sponsoring broker who also has an MLO license endorsement.

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1 26. According to DRE records to date, STEVENS has never obtained an MLO license
2 endorsement from the DRE.

3 27. CUNNINGHAM's actions in engaging in business as a mortgage loan originator
4 without first obtaining an MLO license endorsement from the DRE are in violation of **Code section**
5 **10166.02(b)(2)** and constitute cause to suspend or revoke the real estate licenses and license rights
6 of Respondent CUNNINGHAM pursuant to **Code sections 10177(d) and/or 10177(g)**.

7 **Second Cause of Accusation: Code Sections 10130, and 10177(d) and/or 10177(g) –**
8 **Unlicensed Activities**

9 28. The Complainant realleges and incorporates by reference all allegations contained in
10 paragraphs 1 through 27 above, with the same force and effect as though fully set forth herein.

11 29. From on or about October 7, 2021 through on or about March 22, 2023,
12 CUNNINGHAM engaged in the business of, acted in the capacity of, or assumed to act as a real
13 estate broker in the State of California within the meaning of Code section 10131(d) of the Code,
14 for or in expectation of compensation through his acts and/or omissions, as alleged above in
15 Paragraphs 9 through 19, including but not limited to setting up a merchant account with Chase
16 Bank in his own name to receive payments from borrowers, and accepting credit card and check
17 payments made directly to him for mortgage loan originator services, while CUNNINGHAM was
18 not licensed as a real estate broker by the DRE. CUNNINGHAM's acts and/or omissions as alleged
19 herein were in violation of **Code sections 10130, and 10177(d) and/or 10177(g)**, and constitute
20 cause to suspend or revoke the real estate licenses and license rights of Respondent CUNNINGHAM
21 pursuant to **Code sections 10177(d) and/or 10177(g)**.

22 **Third Cause of Accusation: Code Sections 10137, and 10177(d) and/or 10177(g) – Unlawful**
23 **Receipt of Compensation**

24 30. The Complainant realleges and incorporates by reference all allegations in
25 paragraphs 1 through 29 above, with the same force and effect as though fully set forth herein.

26 31. CUNNINGHAM received payments totaling \$4,500.00 between February 17, 2022
27 and March 22, 2023 as compensation for services in negotiating terms of borrowers' mortgages.
28 CUNNINGHAM's receipt and acceptance of compensation for activity requiring a real estate

1 license from a person other than the broker under whom he was licensed at the time was in violation
2 of **Code section 10137** and constitutes cause to suspend or revoke the real estate licenses and license
3 rights of Respondent CUNNINGHAM pursuant to **Code sections 10177(d) and/or 10177(g)**.

4 **Fourth Cause of Accusation: Code Sections 10140.6, 10159.5, 10235.5 and 10236.4, and**
5 **10177(d) and/or 10177(g), and Regulations 2773(a) and 2847.3 – Advertising Violations**

6 32. The Complainant realleges and incorporates by reference all allegations in
7 paragraphs 1 through 31 above, with the same force and effect as though fully set forth herein.

8 33. On or about February 24, 2023, and presently, CUNNINGHAM has been using the
9 unlicensed fictitious business names “Homeowner Hotline” and “Save Your Home California” on
10 the websites “saveyourhome.ca.org,” “homeownerhotline.com,” and “saveyourhomecalifornia.org,”
11 when neither CUNNINGHAM nor STEVENS were the holder of a license issued by the DRE
12 bearing such fictitious business names in violation of **Code section 10159.5 and Regulation 2731**.

13 34. CUNNINGHAM’s acts and/or omissions in maintaining the websites,
14 “saveyourhome.ca.org,” “homeownerhotline.com,” and “saveyourhomecalifornia.org,” in which the
15 websites offer loan services, solicit borrowers, use the unlicensed fictitious business names
16 “Homeowner Hotline” and “Save Your Home California,” fail to disclose STEVENS’s name, REB
17 License ID, and the required statement, “Real Estate Broker, California Department of Real Estate,”
18 or CUNNINGHAM’s name, RES License ID, and his responsible broker’s name, and fail to disclose
19 that CUNNINGHAM is performing acts for which a real estate license is required, are in violation
20 of **Code sections 10140.6, 10159.5, 10235.5 and 10236.4, and Regulations 2731, 2773(a) and**
21 **2847.3**, and constitute cause to suspend or revoke the real estate licenses and license rights of
22 Respondent CUNNINGHAM pursuant to **Code sections 10177(d) and/or 10177(g)**.

23 **Fifth Cause of Accusation: Code Sections 10177(h), and 10177(d) and/or 10177(g), and**
24 **Regulation 2725 – Inadequate Broker Supervision**

25 35. The Complainant realleges and incorporates by reference all allegations in
26 paragraphs 1 through 34 above, with the same force and effect as though fully set forth herein.

27 36. STEVENS, as the responsible broker for CUNNINGHAM, and as alleged above in
28 the First through Fourth Causes of Accusation, did not exercise adequate supervision and control

1 over the real estate activities conducted on his behalf by his employees and licensees to ensure
2 compliance with the Real Estate Laws and Regulations. STEVENS failed to establish policies, rules,
3 procedures, and systems to review, oversee, inspect, and manage transactions requiring a real estate
4 license by his licensees and employees.

5 37. STEVENS's acts and/or omissions are in violation of **Code section 10177(h), and**
6 **10177(d) and/or 10177(g), and Regulation 2725**, and constitute cause to suspend or revoke the
7 real estate licenses and license rights of Respondent STEVENS pursuant to **Code sections 10177(h)**
8 **and 10177(d) and/or 10177(g).**

9 COSTS

10 (INVESTIGATION AND ENFORCEMENT COSTS)

11 38. **Code section 10106** provides, in pertinent part that in any order issued in resolution
12 of a disciplinary proceeding before the DRE, the Commissioner may request the administrative law
13 judge to direct a licensee found to have committed a violation of this part to pay a sum not to exceed
14 the reasonable costs of investigation and enforcement of the case.

15 WHEREFORE, Complainant prays that a hearing be conducted on the allegations of this
16 Accusation and that upon proof thereof, a decision be rendered imposing disciplinary action against
17 all the licenses and license rights of Respondents CLIFFORD ROBERT STEVENS and RANDALL
18 TODD CUNNINGHAM under the Real Estate Law, for the costs of investigation and enforcement
19 as permitted by law, and for such other and further relief as may be proper under other applicable
20 provisions of law.

21
22 Dated at Sacramento, California April 18, 2024.

23 
24 Ruth Corral
25 Supervising Special Investigator

26 cc: CLIFFORD ROBERT STEVENS
27 RANDALL TODD CUNNINGHAM
28 Ruth Corral
Sacto.