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FILED

JUL 26 2013

BUREAU OF REAL ESTATE

By K. Contreras

BEFORE THE BUREAU OF REAL ESTATE
STATE OF CALIFORNIA

In the Matter of the Accusation of)	
)	NO. H-5803 SAC
REALTY FIRST REAL ESTATE AND,)	
MORTGAGE SERVICES CORPORATION,)	OAH NO. 2012050862
JOSEPH MARK CRESPILO, and)	
MARGUERITE PEARL CRESPILO,)	
)	
Respondents.)	

ORDER DENYING RECONSIDERATION

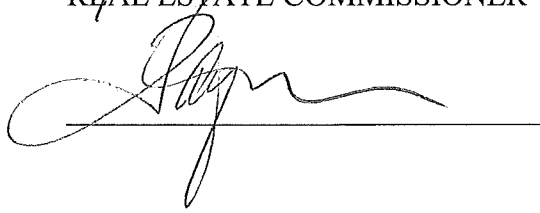
(As to JOSEPH MARK CRESPILO and MARGUERITE PEARL CRESPILO, Only)

On June 5, 2013, a Decision was rendered in the above-entitled matter to become effective June 26, 2013. On June 20, 2013, Respondents requested a stay for the purpose of filing a petition for reconsideration of the Decision of June 5, 2013, and the effective date was stayed to July 26, 2013.

I have given due consideration to the petition of Respondents. I find no good cause to reconsider the Order of June 5, 2013, and reconsideration is hereby denied.

IT IS HEREBY ORDERED 7/26/2013.

REAL ESTATE COMMISSIONER



FILED

JUN 25 2013

DEPARTMENT OF REAL ESTATE

By *D. Jones*

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BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

In the Matter of the Accusation of

REALTY FIRST REAL ESTATE AND
MORTGAGE SERVICES
CORPORATION,
JOSEPH MARK CRESPILO, and
MARGUERITE PEARL CRESPILO,

Respondent(s).

No. H-5803 SAC

OAH No. 2012050862

(As to Joseph Mark Crespillo, and
Marguerite Pearl Crespillo, Only)

ORDER STAYING EFFECTIVE DATE

On June 5, 2013, a Decision was rendered in the above-entitled matter to become effective on June 26, 2013. On June 20, 2013, a stay was requested for the purpose of filing a petition for reconsideration of the Decision.

IT IS HEREBY ORDERED that the effective date of the Decision is stayed for a period of thirty (30) days, with a new effective date of 12 o'clock noon on July 26, 2013.

DATED: June 24, 2013

REAL ESTATE COMMISSIONER

JM

By: Jeffrey Mason
Chief Deputy Commissioner

FILED

BEFORE THE
DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

JUN -6 2013

DEPARTMENT OF REAL ESTATE

By: K. Contreras

In the Matter of the Accusation of)
)
 REALTY FIRST REAL ESTATE AND)
 MORTGAGE SERVICES CORPORATION,)
 JOSEPH MARK CRESPILO, and)
 MARGUERITE PEARL CRESPILO,)
)
 Respondents.)
 _____)

NO. H-5803 SAC

OAH NO. 2012050862

DECISION

The Proposed Decision dated April 30, 2013, 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.

The Decision suspends or revokes one or more real estate licenses, but grants the right to restricted licenses.

The right to reinstatement of a revoked real estate license or to the reduction of a suspension is controlled by Section 11522 of the Government Code. A copy of Section 11522 and a copy of the Commissioner's Criteria of Rehabilitation are attached hereto for the information of Respondents.

This Decision shall become effective at 12 o'clock noon on

JUN 26, 2013.

IT IS SO ORDERED JUNE 5, 2013.

By: Jeffrey Mason
Chief Deputy Commissioner



BEFORE THE
DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

In the Matter of the Accusation Against:

REALTY FIRST REAL ESTATE AND
MORTGAGE SERVICES
CORPORATION, JOSEPH MARK
CRESPILLO and MARGUERITE PEARL
CRESPILLO,

Respondents.

Case No. H-5803 SAC

OAH No. 2012050862

PROPOSED DECISION

Karl S. Engeman, Administrative Law Judge, Office of Administrative Hearings, State of California, heard this matter in Sacramento, California, on March 21, 2013.

John W. Barron, Real Estate Counsel, appeared on behalf of complainant Tricia D. Sommers, Deputy Real Estate Commissioner.

Edward O Lear, Attorney at Law, appeared on behalf of respondents.

Evidence was received and the matter was initially submitted on March 21, 2013. During the Administrative Law Judge's review of the evidence, the Administrative Law Judge noticed that three exhibits were either missing or marked out of sequence. In communication with counsel, the problem was resolved after the last communication from Mr. Lear on April 12, 2013, confirming Mr. Barron's earlier communication that the three exhibits had been marked by the Administrative Law Judge out of sequence, and no exhibits were missing. The three exhibits in question were marked with the correct identifying alphabetical designations and the matter was resubmitted on April 12, 2013.

FACTUAL FINDINGS

1. Complainant filed the Accusation against respondents Realty First Real Estate and Mortgage Services Corporation, individually and doing business as Realty First REO, Inc., Bankers Real Estate, CMH Home Loans and Professional Real Estate (respondent Realty First); Joseph Mark Crespillo (respondent J. Crespillo); and Marguerite Pearl

Crespillo (respondent M. Crespillo) solely in complainant's official capacity as a Deputy Real Estate Commissioner.

2. At all times mentioned, respondent Realty First was and now is licensed by the State of California Department of Real Estate (Department) as a corporate real estate broker. At all times mentioned, respondent J. Crespillo was and now is licensed as a real estate broker and designated officer/broker of respondent Realty First. At all times mentioned, respondent M. Crespillo was and now is licensed as a real estate salesperson.

3. Realty First REO, Inc. is registered with the California Secretary of State as a corporation. However, at the time that the events described below occurred, it was not licensed by the Department as a corporate real estate broker. Respondent M. Crespillo was the President and respondent J. Crespillo was the Chief Financial Officer of Realty First REO, Inc.

4. On April 30, 2010, respondent M. Crespillo received an electronically transmitted offer to be the listing agent for a property located at 253 Alta Vista, Roseville, California. The property was a bank-owned property following foreclosure proceedings (also known as an REO). The offer to list the property was sent by representatives of One West Bank that had assumed the assets of Indymac after its collapse. Respondent M. Crespillo had listed many properties for One West Bank previously and was familiar with their liquidation process. The offer to list the property included the directive to visit the property within 24 hours and ascertain whether it was vacant or occupied. A paragraph following that directive included the following language: "If the property is occupied an eviction will be started and you will receive a Cash for Keys offer from our CFK Coordinator with specific instructions." Later in the document, a section provided instructions for an occupied property. The listing broker was informed that if he or she entered "occupied" on the bank's property electronic tracking system "the property is automatically assigned to an eviction attorney to begin eviction proceedings." The document recited that the broker's commission was five percent or \$2,000 minimum.

5. Respondent M. Crespillo accepted the assignment and almost immediately visited the property. She observed that someone was living in the single family residence, and left a document on the door published by Fannie Mae entitled "KNOWING YOUR OPTIONS." The property was not, as represented in the document, owned by Fannie Mae, but the document posted by respondent M. Crespillo included her name, company (dba SellState Realty First) and telephone numbers.

6. The occupant of the property was Christine Pierce who had leased the single family residence from the previous owner on July 1, 2009. The lease term was two years and was to expire on June 30, 2011. Ms. Pierce telephoned respondent M. Crespillo and was informed by her that the property had been foreclosed and she was no longer to pay her \$900 per month rent. Ms. Pierce told respondent M. Crespillo that she had a two year lease and respondent M. Crespillo answered that the lease did not matter. There were follow up conversations between Ms. Pierce and respondent M. Crespillo. Ms. Pierce also spoke with

Heather Sims whom respondent M. Crespillo identified as a real estate salesperson and her "team leader." Ms. Pierce sent a facsimile copy of the lease to respondent M. Crespillo who forwarded it to a bank's representative in early May of 2010. Ms. Pierce informed respondent M. Crespillo that she was interested in purchasing the property. On May 14, 2010, Ms. Pierce delivered her rent check to respondent J. Crespillo who acknowledged receiving it on a photocopy of the check. During her conversations with respondent M. Crespillo, Ms. Pierce told her that she had spoken to an attorney and consulted with her parents and that she had a right to remain in the property. Ms. Pierce referenced state and/or federal provisions of law relating to tenant rights in a foreclosed property and respondent M. Crespillo told Ms. Pierce that those provisions did not apply. Respondent M. Crespillo told Ms. Pierce, in substance, that eviction was proceeding and Ms. Pierce would be locked out of her residence by the Sheriff's Office without her possessions. Respondent presented Ms. Pierce with more than one cash for keys offer, beginning with approximately \$2,500 to vacate the premises in a specified time and increasing to \$5,000. Ms. Pierce did not accept any of these offers.

7. A series of emails between respondent M. Crespillo's office and the Bank's representative ("asset manager") in May of 2010 are recorded in the "Notes" compiled by respondent M. Crespillo's office relating to the property. The notes established that the asset manager was intent on pursuing the eviction process while Ms. Pierce tried to buy the property. As of May 20, 2010, the bank had not reviewed the lease to confirm its validity. However, on May 21, 2010, the bank's property management company informed respondent M. Crespillo's office by email that "we have deemed this property to be occupied by a bonafide [*sic*] tenant." All future rent payments were to be made to the bank's agents. The email included: "[w]e are closing the eviction to market occupied."

8. Respondent listed the property in MLS as "occupied" on June 3, 2010. On or about June 4, 2010, Ms. Pierce submitted an offer to buy the property through her own real estate agent. Her parents were co-purchasers. The sale was contingent upon acquiring financing. Ms. Pierce and her parents received pre-approval for the loan, but their application was later rejected and the real estate sale contract was cancelled on July 27, 2010. The cancellation document included a statement that seller (One West Bank) authorized release of the earnest money deposit.

9. A law firm acting on the bank's behalf (through an intermediary loan processing service provider) posted a preliminary eviction notice on the premises on July 30, 2010. The notice required Ms. Pierce to vacate the premises within three days. Ms. Pierce was very upset about losing her place of residence and that of her young son. Ms. Pierce emailed respondent M. Crespillo on August 2, 2010, asking if a cash for keys offer made to her parents on July 29, 2010, was "still there." The offer was \$5,000 and the return of her parents' \$3,300 earnest money deposit made in the course of their attempt to buy the property. In a later email, Ms. Pierce asked about the eviction notice that would be on her record when she moved out. Respondent M. Crespillo responded by email: "As of right now you do not have an eviction on your record. If you agree to move under the terms that were emailed to you then the eviction would be on hold subject to you living up to the terms as

outlined.” Respondent M. Crespillo added: “If you do not live up to them, ie.[sic], move out as agreed, leave the home in the condition as agreed then YES the eviction will move forward. Please note that the eviction moves forward until we have a WRITTEN AGREEMENT in place.”¹ In the next paragraph of the email, respondent M. Crespillo wrote, “It is in your best interest to consider the offer that was made to you and cooperate with showing the home.” Respondent M. Crespillo ended the memo with, “Let us know what you decide as time is of the essence.” In last email of the day, respondent M. Crespillo included, “Again, I would strongly suggest that you consider the VERY GENEROUS offer the bank has presented to you. Again, time is of the essence.” Ms. Pierce did not accept the cash for keys offer and stayed in the residence beyond the end of her lease.² At some point, the Bank apologized to Ms. Pierce, asserting (falsely) that it was not aware of the lease.

10. Respondent M. Crespillo testified at the administrative hearing. She acknowledged that she was aware of the two-year lease and had sent it to the Bank’s agents. She was not aware of the eviction notice until notified by Ms. Pierce. She called the bank for an explanation and received none. The evictions were “outsourced” by the bank, and she was not involved in the decision to evict Ms. Pierce or the process itself. She encouraged the Bank’s asset manager not to try and sell the property and to let Ms. Pierce remain until the lease expired. Respondent M. Crespillo maintained that she did not intend to threaten Ms. Pierce by her emails on August 2, 2010, but was just relating the process. Respondent M. Crespillo asserted that as she is not an attorney, she did not evaluate the validity of the lease independently and never offered her opinion. She did not recall telling Ms. Pierce that the laws relating to tenant rights during foreclosure recited by Ms. Pierce did not apply. Respondent M. Crespillo confirmed that she conveyed more than one cash for keys offer to Ms. Pierce before the attempted sale of the property and another when the deal fell through. Respondent M. Crespillo had done 60 to 70 REOs for One West Bank before the one involving Christine Pierce. She said she had confidence in their processes and their evaluation of the validity of Ms. Pierce’s lease.

11. The Accusation alleges that respondent M. Crespillo was guilty of misrepresentations, fraud or dishonest dealing, and negligence or incompetence by reason of her August 2, 2010 email informing Ms. Pierce that if she did not accept the cash for keys offer, the eviction process would move forward. Respondent M. Crespillo was hardly a neutral conveyor of information as she tried to depict herself in the administrative hearing. She knew that the property management entity acting on the bank’s behalf had reviewed the lease in May of 2010 and concluded that Christine Pierce was a bona fide tenant. Respondent M. Crespillo told the Department’s investigator that she was aware that Ms. Pierce had the right to have her lease honored and that she assumed that the lease was bona fide as Ms. Pierce had been in the property a year. Respondent J. Crespillo told the same investigator that he was present when respondent M. Crespillo told the bank’s asset manager

¹ Capitalization in language quoted here and below was in original emails.

² Christine Pierce accepted a cash for keys offer of \$5,000 in September of 2011, after the expiration of her lease period.

in a telephone conversation that they could not evict Ms. Pierce because she had a valid lease. The property was listed as occupied. Respondent M. Crespillo, however, also knew that the bank's policy (as reflected in the assignment letter) was to automatically begin eviction proceedings whenever a property was occupied. Thus, the actions by the law firm responsible for initiating such proceedings should not have been a surprise to her. There was no suggestion in any of respondent M. Crespillo's communications with various bank agents that *anyone* regarded the lease as invalid. The law firm's actions on behalf of the bank to evict Ms. Pierce did not provide a basis for respondent M. Crespillo to convey to Christine Pierce that it was "in her best interests" to consider what respondent M. Crespillo characterized as a "VERY GENEROUS" offer. Likewise, her suggestion that time was of the essence was a misrepresentation, given the presumptive validity of the lease. Moreover, the cash for keys offer included the return of her parents' \$3,300 earnest money deposit, but the bank's asset manager had already signed off on the return of the deposit in the cancellation document. He had to do so, since financing was a contingency in the contract for sale of the property.

12. In summary, respondent M. Crespillo was guilty of misrepresentations and dishonest dealings in her August 2, 2010 emails to Christine Pierce. She knew the lease was valid as the bank's agents had pronounced it so back in May. She therefore understood that the action by a separate agent of the bank to evict Ms. Pierce was undertaken in bad faith and would not be successful if resisted by Ms. Pierce. Under these circumstances, it was hardly in Ms. Pierce's best interests to take the cash for keys offer with a year remaining on her lease. Ms. Pierce had already rejected a similar offer and was obviously only considering this offer because respondent M. Crespillo had persisted in her false assertion that the lease would not protect her from eviction. The added "bonus" of returning her parents' deposit was worthless as the parents had a right to the return of the money after cancellation of the contract, as respondent M. Crespillo well knew.

13. In correspondence relating to the property, respondent M. Crespillo used the namestyle Realty First REO Inc. Realty First REO Inc. was not registered at the time with the Department. Respondent Realty First had added a fictitious business name "Realty First REO" on February 18, 2010, but the "Inc." was omitted by respondent J. Crespillo. On October 21, 2011, a corporate license was issued to Realty First REO, Inc. with respondent J. Crespillo as the designated officer.

Mitigation and Other Matters

14. Respondent M. Crespillo has been licensed by the Department as a real estate salesperson since 1993. She handles properties in the greater Sacramento area, including El Dorado and Placer Counties. Her areas of focus are REO/foreclosures and Fannie Mae properties. She has handled over 3,000 real estate transactions, including 1,000 REO/bank owned properties. She has undertaken hundreds of hours of training in her focus areas and she has earned the title "Master Broker" in the REO field. She trains other agents in her specialization, including the rights of tenants. She conducts weekly training sessions open to all real estate agents. She trains new agents. Respondent no longer represents One West

Bank because of some unidentified practices with which she did not agree. She blamed the bank's asset manager for problems in the Christine Pierce matter. She now takes a more neutral stance regarding tenant rights. She handles fewer REO transactions that she described as "tough." She does more work for HUD and Fannie Mae which do not involve her in evictions. Respondent asserted that if she is disciplined, she will lose her ability to handle HUD and Fannie Mae transactions.

15. Respondent J. Crespillo has been in the real estate business for 36 years, and was licensed by the Department in 1984. He has always handled the mortgage side of their real estate business. Respondent M. Crespillo, his wife of 19 years, handled the real estate side of their office. They employ approximately 60 agents. Respondent J. Crespillo is the designated officer of respondent Realty First and has been since August 11, 2006. He acknowledged that as broker of record, he is responsible for supervising agents and is responsible for their acts. On February 18, 2010, when he added the dba Realty First REO, he did not think it necessary to add "Inc."

16. Character reference letters and other documents were received in support of both respondents J. Crespillo and M. Crespillo. Nine character reference letters were received, most of which supported both respondents. Most of the authors had known respondents for more than 10 years and one author has known respondent J. Crespillo for over 40 years. The letter writers included a past Director of the California Association of Realtors and the 2010 President of the Placer County Association of Realtors. All of the nine letters were written by fellow real estate professionals (including mortgage brokers), except the one written by the CEO of an insurance agency who has known the Crespillos as a friend and real estate client. Two letters referenced respondent J. Crespillo's service on the Placer County Association of Realtors' grievance committee for three years. All of the letters described the Crespillos as ethical and deserving of their excellent reputation in the real estate community.

LEGAL CONCLUSIONS

1. Business and Professions Code section 10176, subdivision (a) and (i), reads:

The commissioner may, upon his or her own motion, and shall, upon the verified complaint in writing of any person, investigate the actions of any person engaged in the business or acting in the capacity of a real estate licensee within this state, and he or she may temporarily suspend or permanently revoke a real estate license at any time where the licensee, while a real estate licensee, in performing or attempting to perform any of the acts within the scope of this chapter has been guilty of any of the following:

- (a) Making any substantial misrepresentation.

(i) Any other conduct, whether of the same or a different character than specified in this section, which constitutes fraud or dishonest dealing.

2. Business and Professions Code section 10177, subdivisions (g) and (h), reads:

The commissioner may suspend or revoke the license of a real estate licensee, delay the renewal of a license of a real estate licensee, or deny the issuance of a license to an applicant, who has done any of the following, or may suspend or revoke the license of a corporation, delay the renewal of a license of a corporation, or deny the issuance of a license to a corporation, if an officer, director, or person owning or controlling 10 percent or more of the corporation's stock has done any of the following:

(g) Demonstrated negligence or incompetence in performing an act for which he or she is required to hold a license.

(h) As a broker licensee, failed to exercise reasonable supervision over the activities of his or her salespersons, or, as the officer designated by a corporate broker licensee, failed to exercise reasonable supervision and control of the activities of the corporation for which a real estate license is required.

3. Business and Professions Code section 10159.2, subdivision (a), reads:

(a) The officer designated by a corporate broker licensee pursuant to Section 10211 shall be responsible for the supervision and control of the activities conducted on behalf of the corporation by its officers and employees as necessary to secure full compliance with the provisions of this division, including the supervision of salespersons licensed to the corporation in the performance of acts for which a real estate license is required.

4. California Code or Regulations, title 10, section 2725, reads:

A broker shall exercise reasonable supervision over the activities of his or her salespersons. Reasonable supervision includes, as appropriate, the establishment of policies, rules, procedures and systems to review, oversee, inspect and manage:

(a) Transactions requiring a real estate license.

(b) Documents which may have a material effect upon the rights or obligations of a party to the transaction.

- (c) Filing, storage and maintenance of such documents.
- (d) The handling of trust funds.
- (e) Advertising of any service for which a license is required.
- (f) Familiarizing salespersons with the requirements of federal and state laws relating to the prohibition of discrimination.
- (g) Regular and consistent reports of licensed activities of salespersons.

The form and extent of such policies, rules, procedures and systems shall take into consideration the number of salespersons employed and the number and location of branch offices.

A broker shall establish a system for monitoring compliance with such policies, rules, procedures and systems. A broker may use the services of brokers and salespersons to assist in administering the provisions of this section so long as the broker does not relinquish overall responsibility for supervision of the acts of salespersons licensed to the

5. Respondent M. Crespillo is subject to discipline pursuant to Business and Professions Code section 10176, subdivision (a) and (i), by reason of Factual Findings 3 through 12.

6. It was not established that respondent M. Crespillo is subject to discipline pursuant to Business and Professions Code section 10177, subdivision (g) (negligence or incompetence).

7. Respondent J. Crespillo is subject to discipline pursuant to Business and Professions Code section 10159.2 and California Code of Regulations, title 10, section 2725, in conjunction with Business and Professions Code section 10177, subdivisions (g) and (h). This Legal Conclusion is based exclusively on respondent's J. Crespillo's negligent failure to properly license the entity Realty First REO, Inc. Although the evidence presented by both sides also related to respondent J. Crespillo's supervisory role over respondent M. Crespillo's dealings with Christine Pierce, the lack of reasonable supervision allegation in paragraph 14 of the accusation recites, as a factual basis for discipline: "Specifically, J. Crespillo allowed one of his real estate salespeople to conduct real estate activity through a corporation that does not have a California corporate real estate broker license." While the preceding sentence references the sequence of events involving respondent M. Crespillo and Christine Pierce, no separate factual basis for lack of reasonable supervision was alleged in the Second Cause of Action.

8. Respondent M. Crespillo apparently allowed her interest in maintaining her long-standing and profitable relationship with One West Bank to govern her behavior toward Christine Pierce. In her defense, she did attempt to dissuade the bank's asset manager from his aggressive efforts to force Ms. Pierce out of the property despite her valid lease. But when such efforts were unsuccessful, respondent M. Crespillo willingly became the asset manager's conduit in the unethical "carrot and stick" approach reflected in her emails to Ms. Pierce. Balanced against this misconduct are respondent M. Crespillo's many years as a successful and ethical real estate professional as confirmed by the letters written by other real estate professionals and clients who have known her for a long period. The appropriate discipline for her is the issuance of a restricted license for two years. Respondent J. Crespillo is only charged with having failed to properly register respondent corporation's fictitious business name Realty First REO, Inc., by omitting the "Inc. in the application. There was nothing in the evidence to suggest that this was anything more than an inadvertent error. Therefore, the appropriate discipline for respondent J. Crespillo is a Public Reprimand in accordance with Business and Professions Code section 495.

ORDER

Respondent Marguerite Pearl Crespillo

All licenses and license rights of respondent Marguerite Pearl Crespillo 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 therefor and pays 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 the 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 said 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 nolo contendere to a crime which 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 Law, the Subdivided Lands Law, Regulations of the Real Estate Commissioner or conditions attaching to the restricted license.

3. Respondent shall not be eligible to apply for the issuance of an unrestricted real estate license nor the removal of any of the conditions, limitations or restrictions

attaching to the restricted license until two years have elapsed from the date of issuance of the restricted license to respondent.

4. Respondent shall submit with any application for license under an employing broker, or with the 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 as follows:

(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.

5. 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 the Respondent presents such evidence. The Commissioner shall afford respondent the opportunity for a hearing pursuant to the Administrative Procedure Act to present such evidence.

Respondent Joseph Mark Crespillo

The Commissioner shall issue a Public Reproval to respondent real estate broker Joseph Mark Crespillo.

Dated: April 30, 2013


KARL S. ENGEMAN
Administrative Law Judge
Office of Administrative Hearings