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FILED

APR 27 2026



10 DEPARTMENT OF REAL ESTATE
11 STATE OF CALIFORNIA

12 * * * * *

13 In the Matter of the Accusation against) No. H-05939 SD
14)
15 CASTLE REALTY GROUP, INC.) ACCUSATION
16)
17 and)
18)
19 MIGUEL ANGEL GONZALEZ CASTILLO,)
20)
21 Respondents.)
22)
23)

24 The Complainant, Ray Dagnino, acting in his official capacity as a Supervising
25 Special Investigator of the State of California, for cause of Accusation against CASTLE

26 H-05939 SD: DRE Accusation against Castle Realty Group, Inc. & Miguel Angel Gonzalez Castillo

1 REALTY GROUP, INC. (CRGI) and MIGUEL ANGEL GONZALEZ CASTILLO
2 (GONZALEZ) (collectively, "Respondents") is informed and alleges as follows:

3 1.

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

7 **DRE LICENSE HISTORY**

8 **CASTLE REALTY GROUP, INC.**

9 2.

10 According to DRE records to date and publicly accessible online at the DRE's
11 website (https://www2.dre.ca.gov/PublicASP/pplinfo.asp?License_id=01896251), Respondent
12 CRGI is presently licensed and/or has license rights under the Real Estate Law (Part 1 of
13 Division 4 of the Code) as a real estate corporation (REC), Department of Real Estate (DRE)
14 license ID 01896251.

15 3.

16 According to DRE records to date and publicly accessible online at the
17 aforementioned DRE website described in Paragraph 2, CRGI was originally licensed on or
18 about March 24, 2011 and its mailing and main address of record is 1299 Columbia Ave., Suite
19 E1, Riverside, CA 92507 (Riverside address).

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4.

According to DRE records to date and publicly accessible online at the aforementioned DRE website described in Paragraph 2, CRGI's license is affiliated with MIGUEL ANGEL GONZALEZ CASTILLO as its designated officer (D.O.), three (3) broker associates, and eighteen (18) real estate salespersons (RES). Additionally, CRGI has two (2) active DBAs affiliated with its license, The Mortgage Pros (active as of August 30, 2013) and Realty Elite Homes (active as of June 30, 2020); previously, CRGI had two other DBAs affiliated with its license, Clear Stone Escrow – A Non Independent Broker Escrow (active from October 27, 2020 to April 1, 2025) (Clear Stone) and Los Agentes (active from February 17, 2021 to April 1, 2025).

5.

According to DRE records to date and publicly accessible online at the aforementioned DRE website described in Paragraph 2, CRGI's license has no history of license discipline and will expire on March 23, 2027. Upon license expiration and pursuant to Code Section 10201, CRGI retains renewal rights, and pursuant to Code Section 10103, the DRE retains jurisdiction.

6.

According to DRE records to date and publicly accessible online at the aforementioned DRE website described in Paragraph 2, CRGI also holds (held) a Mortgage Loan Originator (MLO) license endorsement, Nationwide Multistate Licensing System (NMLS) ID 1108702. According to publicly accessible NMLS records online

1 (<https://www.nmlsconsumeraccess.org/entitydetails.aspx/COMPANY/1108702>), CRGI's MLO
2 endorsement was issued January 28, 2016, and expired as of January 1, 2025.

3 7.

4 MIGUEL ANGEL GONZALEZ CASTILLO

5 According to DRE records to date and publicly accessible online at the DRE's
6 website (https://www2.dre.ca.gov/publicasp/pplinfo.asp?License_id=01842681), Respondent
7 GONZALEZ is presently licensed and/or has license rights under the Real Estate Law (Part 1 of
8 Division 4 of the Code) as a real estate broker (REB), DRE license ID 01842681.

9 8.

10 According to DRE records to date and publicly accessible online at the
11 aforementioned DRE website described in Paragraph 7, GONZALEZ was originally licensed on
12 or about May 5, 2008 as a RES and November 10, 2010 as a REB. GONZALEZ' mailing and
13 main address of record are the same Riverside address as that of CRGI, as described above in
14 Paragraph 3.

15 9.

16 According to DRE records to date and publicly accessible online at the
17 aforementioned DRE website described in Paragraph 7, GONZALEZ' license is affiliated as the
18 D.O. of CRGI until his officer expiration date of March 23, 2027 and as the D.O. of The
19 Mortgage Pros Funding, Inc (DRE license ID 02046158) until his officer expiration date of
20 February 22, 2030.

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10.

According to DRE records to date and publicly accessible online at the aforementioned DRE website described in Paragraph 7, GONZALEZ' license has no history of license discipline and will expire on November 9, 2026. Upon license expiration and pursuant to Code Section 10201, GONZALEZ retains renewal rights, and pursuant to Code Section 10103, the DRE retains jurisdiction.

11.

According to DRE records to date and publicly accessible online at the aforementioned DRE website described in Paragraph 7, GONZALEZ also holds a MLO license endorsement, NMLS ID 1075330. According to publicly accessible NMLS records online (<https://www.nmlsconsumeraccess.org/entitydetails.aspx/individual/1075330>), GONZALEZ' MLO endorsement was issued November 6, 2013 and he is authorized to represent Loan Factory, Inc (NMLS ID 320841) and The Mortgage Pros Funding, Inc (NMLS ID 1727217).

12.

Sandra Gonzalez

According to DRE records to date and publicly accessible online at the DRE's website (https://www2.dre.ca.gov/PublicASP/ppinfo.asp?License_id=01723069), Sandra Cedeno Gonzalez (SGonzalez) is presently licensed and/or has license rights under the Real Estate Law (Part 1 of Division 4 of the Code) as a RES, DRE license ID 01723069.

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13.

According to DRE records to date and publicly accessible online at the
aforementioned DRE website described in Paragraph 12, SGonzalez was originally licensed on
or about December 9, 2005 and is affiliated with responsible REB Castle Realtors, PC (DRE
license ID 02246423). GONAZALEZ' former responsible REB was CRGI, from August 22,
2019 to February 12, 2025. SGonzalez' license has no history of license discipline and will
expire on January 14, 2030. Upon license expiration and pursuant to Code Section 10201,
SGonzalez retains renewal rights, and pursuant to Code Section 10103, the DRE retains
jurisdiction.

14.

Brisa Bueno

According to DRE records to date and publicly accessible online at the DRE's
website (https://www2.dre.ca.gov/PublicASP/pplinfo.asp?License_id=01953880), Brisa Bueno
(Bueno) is presently licensed and/or has license rights under the Real Estate Law (Part 1 of
Division 4 of the Code) as a RES, DRE license ID 01953880.

15.

According to DRE records to date and publicly accessible online at the
aforementioned DRE website described in Paragraph 15, Bueno was originally licensed on or
about May 8, 2014 and is affiliated with responsible REB MAXRES Inc (DRE license ID
01280965, D.O. Joseph Zavala Villaescusa, DRE license ID 01945442 (Villaescusa). Bueno's
license has no history of license discipline and will expire on May 7, 2030. Upon license

1 expiration and pursuant to Code Section 10201, Bueno retains renewal rights, and pursuant to
2 Code Section 10103, the DRE retains jurisdiction.

3 **FACTS DISCOVERED BY THE DEPARTMENT**

4 16.

5 **Buyer (Property Owner) Complaint to the DRE**

6 On or about April 18, 2024, Juana O. (“Property Owner” or “buyer”) lodged a
7 complaint in Spanish with the Department against Bueno regarding real property located at ####
8 Summer Set Cir, Banning, CA 92220 (subject property).

9 17.

10 An April 29, 2024 internal DRE translation of Property Owner’s complaint by a
11 State certified translator yielded the following interpretation:

12 “We were purchasing a house and the transaction closed in May, the
13 salesperson Brisa Bueno got us a house in a community for 55 and older,
14 when Brisa took us to see the house my daughters, my husband and my
15 son were present, the owner of the house, Rodolfo I., that is the name of
16 the person who sold us the house, he told us that there would not be a
17 problem if my daughters lived with me. Rodolfo took us to see the entire
18 community, 8 months later I received a letter from the association
19 charging me 600 dollars because my daughters are living with me. I let
20 Brisa know and she said that there wasn’t a problem but on March 20 I
21 had a meeting with the association, and they told me there was no
22 exceptions and that I would have to leave and right now I don’t have the
23

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1 money to move, every month the association is charging me. Brisa Bueno
2 was there along with the members of the association.”

3 18.

4 According to a July 1, 2024 internal DRE translation via Google Translate of
5 Property Owner’s complaint yielded the following interpretation:

6 “When we were buying a house in May, the transaction closed, the seller
7 Brisa Bueno found us the house in a community of people over 55 years
8 old, when Brisa took us to look at the house, my daughters, my husband
9 and my son were present and one of the property, Rodolfo I., is the name
10 of the man who sold the house, he told us that there was no problem with
11 my daughters living with me. Rodolfo took us to look at the entire
12 community and after 8 months, he sent me a letter from the association.
13 Charging 600 dollars because I have my daughters living with me. I told
14 Brisa and she said there was no problem, but on March 20 I had a meeting
15 with those from the association and they told me that there is no exception
16 that I have to leave and right now I don’t have money to move around,
17 every month the association is charging. Brisa Bueno was present and
18 those from the association.”

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19.

The DRE investigation discovered that CRGI DBA Clear Stone Escrow acted as both the listing agent (CRGI) and in-house escrow service (Clear Stone Escrow) for the subject property transaction; that Bueno/Century 21 Allstars was the agent for the buyer (Property Owner, and that escrow for said transaction closed on May 22, 2023. The investigation also discovered that CRGI did not forward to buyer's agent (Bueno) or the buyer (Property Owner), certain home owners association (HOA) documents, including, but not limited to the covenants, conditions and restrictions documents (CC&Rs).

20.

Neither Buyer nor Buyer's Agent Received the CC&Rs for the Subject Property

On or about July 30, 2024, the DRE sent a letter to REB [for Property Owner/buyer] Villaescusa requesting information and documents regarding the subject property, including, but not limited to the transaction file, Multiple Listing Service (MLS) printouts, and MAXRES Inc policies and procedures (073024 DRE letter). Included in the 073024 DRE letter were specific inquiries, including, but not limited to, the following questions: "6. Was the buyer provided with all disclosures, CC&R's [sic], and association information?" and "8. Were there any rules presented by the seller to the buyer due to the subject property being in a senior community?"

21.

According to responsive correspondence dated August 12, 2024 from Property Owner's agent, Century 21 Allstars (a DBA of MAXRES Inc), REB Villaescusa (081224 Villaescusa letter) stated, "6. Disclosures were provided by the seller/listing agent but the

1 CC&R's, ordered through the escrow provider, had not arrived prior to the close of escrow. As
2 of this writing, we still have not received the promised CC&R's. On Friday, August 9, 2024, I
3 received a telephone call from the broker/escrow company stating they had received
4 correspondence from the Department of Real Estate and would be sending the promised CC&R's
5 via US mail this week." The 081224 Villaescusa letter further stated, "No, the listing agent,
6 escrow company nor seller provided us any information regarding all residents would need to be
7 55 or older... The seller ...never mentioned anyone under 55 would not be allowed..."

8 22.

9 Seller Referenced CC&Rs in the Disclosure Statement, But Did Not Provide Copies

10 Included with the 081224 Villaescusa letter was a copy of the transaction file for
11 the subject property, including the Real Estate Transfer Disclosure Statement (C.A.R. Form
12 TDS, Revised 12/21) signed, initialed and dated by seller (Rodolfo I.) and seller's agent (CRGI
13 and Sandra Cedeno) on or about April 17, 2023 and signed, initialed and dated by buyer
14 (Property Owner) and buyer's agent (Bueno) on or about April 28, 2023 (TDS).

15 23.

16 At page 2 of 3 of the TDS, at question C. "Are you (Seller) aware of any of the
17 following:" there were three subsections/subquestions marked "Yes" by Seller. Question C12.
18 "Are you (Seller) aware of...CC&R's or other deed restrictions or obligations" was marked
19 "Yes" and in the space at the bottom of the page reserved for "If the answer to any of these is
20 yes, explain. (Attach additional sheets if necessary.):" was the typewritten notation "C12, 13, 14
21 - CC&R's, HOA, Common areas." There were no additional sheets attached to said TDS copy.

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24.

At page 2 of 3 of the TDS, at question C. "Are you (Seller) aware of any of the following:" there were three subsections/subquestions marked "Yes" by Seller. Question C13. "Are you (Seller) aware of...Homeowners' Association which has any authority over the subject property" was marked "Yes" and in the space at the bottom of the page reserved for "If the answer to any of these is yes, explain. (Attach additional sheets if necessary.):" was the typewritten notation "C12, 13, 14 – CC&R's, HOA, Common areas." There were no additional sheets attached to said TDS copy.

25.

At page 2 of 3 of the TDS, at question C. "Are you (Seller) aware of any of the following:" there were three subsections/subquestions marked "Yes" by Seller. Question C14. "Are you (Seller) aware of...Any "common area" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) was marked "Yes" and in the space at the bottom of the page reserved for "If the answer to any of these is yes, explain. (Attach additional sheets if necessary.):" was the typewritten notation "C12, 13, 14 – CC&R's, HOA, Common areas." There were no additional sheets attached to said TDS copy to said TDS copy.

26.

Seller Referenced the HOA and CC&Rs in the Questionnaire, But Did Not Provide Copies

Also included in the transaction file in the 081224 Villaescusa letter for the subject property was a copy of the Seller Property Questionnaire (C.A.R. Form SPQ, Revised 6/22) signed, initialed and dated by seller (Rodolfo I.) and buyer (Property Owner) between

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1 April 17, 2023 and May 4, 2023 (SPQ). At page 2 of 4 of the SPQ, at question 6K., to wit "Are
2 you (Seller) aware of material facts or defects affecting the Property not otherwise disclosed to
3 Buyer," the box for "No" was marked, but in the space provided for explanation was the notation
4 "6G – HOA community, " with no additional information provided or additional sheets attached.
5 At page 3 of 4 of the SPQ, at question 14B., to wit "Are you (seller) aware of any Homeowners'
6 Association (HOA) which has any authority over the subject property," the box for "Yes" was
7 marked, and at question 14D., to wit "Are you (Seller) aware of CC&R's or other deed
8 restrictions or obligations" the box for "No" was marked. In the explanation section was the
9 notation "14B, D – HOA and CC&R's" with no additional sheets attached to said SPQ copy.

10 27.

11 Seller Designated Clear Stone and Susan Diaz as the Escrow Service

12 Also included in the transaction file in the 081224 Villaescusa letter for the
13 subject property was a copy of the Seller Counter Offer No. 1 (C.A.R. Form SCO, Revised
14 12/22) signed, initialed and dated by seller (Rodolfo I.) and buyer (Property Owner) between
15 April 10, 2023 and May 10, 2023 (SCO). At 1. Terms, at D. Other Terms was Term 3 that
16 designated CRGI's DBA Clear Stone as escrow: "Escrow to be Clear Stone Escrow – Susan
17 Diaz."

18 28.

19 Buyer Acknowledged Receipt of the Preliminary Title Report

20 According to the subject property transaction file provided with the 081224
21 Villaescusa letter, on May 10, 2023 buyer (Property Owner) signed and dated a "Preliminary
22 Title Report Receipt and Approval" that acknowledged receipt of the Preliminary Title Report
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1 for the subject property provided by Clear Stone (via Diaz) and attested that “ Buyer have [sic]
2 reviewed all documents, and hereby approve the Policy of Title Insurance to be issued...”

3 29.

4 As of September 2025, Neither Buyer nor Buyer’s Agent Have Received Said CC&Rs

5 On September 18, 2025, the DRE investigator, via email to REB Villaescusa,
6 inquired as to whether the CC&Rs referenced in the 081224 Villaescusa letter were received
7 from the broker/escrow company, who, according to Villaescusa had promised to send said
8 CC&Rs via U.S. Mail. Specifically, the DRE investigator followed-up on the 081224
9 Villaescusa letter and asked, “Did you receive the CC&R’s [sic] via mail? Is there anyway you
10 can send proof?” On September 19, 2025, REB Villaescusa responded with an email stating: “I
11 have not received the documents as promised from the listing broker/escrow company.”

12 30.

13 On or about January 16, 2026, another assigned DRE investigator, via email to
14 REB Villaescusa, inquired as to the CC&Rs referenced in the 081224 Villaescusa letter. REB
15 Villaescusa responded on the same day that the CC&Rs, which were ordered through escrow,
16 had not arrived prior to the close of escrow; additionally Villaescusa stated that it was not until
17 after escrow closed that buyers discovered that all residents at the subject property were required
18 to be over the age of 55. Subsequently, on February 14, 2026, Villaescusa provided to the DRE
19 email correspondence [dated April 25, 2023, prior to the escrow closing date] affirming that the
20 escrow holder was responsible for ordering documents relating to the HOA and CC&Rs, and for
21 facilitating buyers (Property Owner) execution of said documents (Villaescusa 021426 email).

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1 31.

2 As of April 25, 2023, CRGI (Clear Stone Escrow) Had Not Yet Received HOA Documents

3 Attached to Villaescusa's 021426 email was an email located by his staff dated
4 April 25, 2023 from Diaz/Clear Stone (042523 Diaz email). The 042523 email was authored by
5 Diaz as Escrow officer of Clear Stone and was addressed to, among others, Bueno and stated:
6 "...Please have J. provide us with her husband's information so we can prepare a quitclaim deed.
7 I don't think there will be a problem with closing early but just an FYI we are still waiting on the
8 HOA documents. I will reach out the listing agent [sic] so she can discuss closing early with her
9 seller." (emphasis added)

10 32.

11 On July 31, 2024, the DRE sent a letter to REB GONZALEZ requesting
12 information and documents regarding the subject property in which CRGI's RES SGonzalez
13 represented the seller, including, but not limited to the listing transaction file, the sale transaction
14 file, MLS printout(s), and CRGI policies and procedures (073124 DRE letter). Included in the
15 073124 DRE letter were specific inquires, including the following questions: "1. How did Sandra
16 Gonzalez meet the seller of the property? 2. Did the seller provide all CC&R and association
17 information to the buyer? If so, please provide proof. 3. Did the seller disclose to the buyer that
18 the subject property was in a senior community? 4. "Did Sandra Gonzalez or the seller at any
19 time confirm with the buyer that it was possible for individuals under the age of 55 to live at the
20 property? Example, children or teenagers."

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1 33.

2 According to responsive correspondence received from GONZALEZ by the DRE
3 on or about August 15, 2024 (081524 GONZALEZ response), GONZALEZ provided the
4 requested documents and the following answers to the questions posed in the DRE's 073124
5 letter: 1. Please refer to Sandra letter. 2. Yes, they were provided to buyer agent and mortgage
6 broker. 3. Yes everywhere on MLS print out etc, and 4. Yes, all information regarding senior
7 community was provided to buyer agent and mortgage broker.”

8 34.

9 Included in the 081524 GONZALEZ response was, among other transaction
10 documents, the Residential Listing Agreement (RLA) for the subject property dated February 9,
11 2023 between seller (Rodolfo I.) and seller's broker (CRGI, by SGonzalez (Sandra Cedeno)) and
12 the Statewide Buyer and Seller Advisory (SBSA) signed and dated by buyer (Property Owner),
13 buyer's agent (Bueno/Century 21 Allstars) and seller's agent (SGonzalez/CRGI) between April
14 13, 2023 and May 4, 2023. (SBSA Section F. "Other Factors Affecting Property" includes
15 subsection F3. "Homeowner Associations and Covenants, Conditions and Restrictions
16 ("CC&Rs")...The law requires the Seller to provide the Buyer with the CC&Rs and other
17 governing documents, as well as a copy of the HOA's current financial statement and operating
18 budget, among other documents...")

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35.

The Preliminary Report Exceptions and Exclusions Reference Instrument No. 89-23691

Included in the 081524 GONZALEZ response was also a copy of the Preliminary Report by First American Title Company dated as of March 31, 2023 at 7:30 A.M. (033123 title report). Page 3 of the 033123 title report is the declaration: "At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:...9. The terms and provisions contained in the document entitled "ADULT COMMUNITY RESTRICTIONS" recorded JANUARY 24, 1989 as INSTRUMENT NO. 89-23691 of Official Records."

36.

Included in the 081524 GONZALEZ response was a copy of the same "Preliminary Title Report Receipt and Approval" described above in Paragraph 28 that signified buyer (Property Owner's) receipt and approval of the pending policy of title insurance.

37.

Included in the 081524 GONZALEZ response was also a copy of the Closing Disclosure for the subject property. Upon close of escrow on May 22, 2023, CRGI received a listing agent commission in the amount of \$9,900 and Century 21 Allstars received a selling agent commission of \$9,900.

38.

Included in the 081524 GONZALEZ response were three (3) iterations of the Multiple Listing Service (MLS) pages for the subject property, MLS Listing ID IV2307397, printed by SGonzalez on March 13, 2023 (status: Active); on April 17, 2023 (status: Active

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1 Under Contract); and on August 7, 2024 (status: Closed). The Description section on all
2 versions of said MLS listing state: “Beautiful senior community in Serrano Del Vista...HOA
3 fees of \$140.00 per month...” and in the section immediately below the Description, at the
4 question, “Senior Community?” is a “Yes” notation.

5 39.

6 By August 15, 2024, CRGI/GONZALEZ Had an Unsigned, Undated Copy of the CC&Rs

7 Included in the 081524 GONZALEZ response was an unsigned and undated copy
8 of the “Master Declaration of Covenants, Conditions and Restrictions for Serrano Del Vista
9 Homeowners Association.” (CC&Rs).

10 40.

11 At Article IV-A “Adult Community Restrictions” of the CC&Rs, Section 2 is the
12 operative description and definition of “Age/Residency Restrictions” for the subject property.
13 Specifically, Section 2 states: “As provided in Civil Code Section 51.3, each Unit within the
14 Project must be occupied by a person fifty-five (55) years of age or older (“Qualifying
15 Resident”). Every other resident living with a Qualifying Resident must be forty-five (45) years
16 of age or older (“Qualified Permanent Resident”) unless such person is the spouse or co-habitant
17 of the Qualifying Resident or is providing primary physical or economic support to the
18 Qualifying Resident. In addition to the foregoing age restriction, a Qualified Permanent
19 Resident must (a) have been residing with the Qualifying Resident prior to the death,
20 hospitalization or other prolonged absence of, or the dissolution of marriage with, the Qualifying
21 Resident; and (b) have an ownership interest or the expectation of an ownership interest in the
22 Unit of the Qualifying Resident. All leases or other tenancies must comply in all respects with
23

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1 these age and residency restrictions.”

2 41.

3 Also included in the 081524 GONZALEZ response, at page 559 of 564 pages
4 produced is an email dated April 21, 2023 from the lender (New Horizon Funding Corp. (Deanna
5 Leon) to escrow (Clear Stone (Diaz and Daisy Castillo)) to request documents, including, but not
6 limited to, item “3. “Title to provide the recorded document mentioned in item 9 under
7 exceptions of prelim report to validate restrictions applicable on the property...” (042123 lender
8 email).

9 42.

10 By August 15, 2024, CRGI/GONZALEZ Had A Copy of Instrument No. 89-23691

11 Also included in the 081524 GONZALEZ response, at page 560 of the 564 pages
12 produced is a copy of a document identified by the Riverside County Recorder as Instrument No.
13 89-23691. Said Instrument is the same Instrument described above in Paragraph 35, and
14 referenced in the 033123 title report that buyer (Property Owner) received and approved on May
15 10, 2023, as described above in Paragraph 28. Instrument No. 89-23691 is document titled
16 “Adult Community Restrictions” executed January 23, 1989 and recorded on January 24, 1989.
17 By way of said Instrument, the corporate owner “covenants and agrees that it intends to and will
18 develop the Property as a “senior citizen housing development” in accordance with the
19 Provisions of California Civil Code Section 51.3...” Attached to said Instrument is Exhibit “A”
20 which includes the same Age/Residency Restrictions described above in Paragraph 40. No
21 information was provided to the DRE as to when or how CRGI/GONZALEZ received a copy of
22 Instrument 89-23691 prior to their 081524 delivery date of said document to the DRE.

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43.

Also included in the 081524 GONZALEZ response, at page 564 of 564 is a one-page undated, unsigned statement authored by Sandra Cedeno (Gonzalez) (SGonzalez response). According to Gonzalez, she and seller (Rodolfo I.) had a listing presentation on February 8 at which she asked seller for all information regarding “the HOA which is a senior community” and the last mortgage statement. According to Gonzalez, February 15 was the appointment for the parties to sign the contract, take photos and collect the requested documentation.

44.

According to the SGonzalez response, on April 8, 2023, SGonzalez received an offer from Century 21 Allstars (Bueno), which she reviewed with seller, who signed it along with a counteroffer on April 10, 2023. Per the SGonzalez Response, on April 11, Gonzalez sent a contract and counter offer to open escrow and on April 14th she sent the HOA information to escrow. Escrow closed on May 23 and on May 28, the keys were handed to buyer (Property Owner).

45.

According to Gonzalez, on April 10, 2024, she received a call from the buyer’s agent asking about the rules of the HOA. SGonzalez responded that she would send buyer’s agent the contact information for Lordon Management (Lordon) so that she (buyer’s agent) could contact Lordon directly to regarding the HOA’s rules; Gonzalez sent a text message with a photograph of the contact information for Lordon.

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1 46.

2 According to responsive correspondence received from GONZALEZ by the DRE
3 on or about January 23, 2026 (012326 GONZALEZ response), between April 5, 2023 and April
4 10, 2023, in a series of text messages between Bueno and “Sandy” (Gonzalez), on April 10,
5 2023, Gonzalez provided to Bueno the contact information for the subject property’s property
6 management company and its HOA, as described in SGonzalez’ response described above in
7 Paragraphs 43 to 45. Specifically, SGonzalez texted Bueno photographs of the property
8 management company’s (Lordon) invoice header, the seller’s address at ##### Summer Set
9 Circle, Banning, CA 92220, and the HOA’s property management mailing address.

10 47.

11 Also included in the 012326 GONZALEZ response was a printout of the MLS
12 listing pages for Lising ID IV23027397, printed by SGonzalez on January 23, 2026 (status:
13 closed) with highlights in the Description section of the words “Beautiful senior community in
14 Serrano Del Vista,” “Hoa fees of \$140.00 per month,” and highlights in the Community section
15 of the terms “HOA FEE: \$140/monthly,” “HOA NAME: Serrano Del Vista,” and “HOA
16 PHONE: 6269677921.”

17 48.

18 Also included in the 01326 GONZALEZ response was what GONZALEZ
19 described as “complete answers” and “formal response” to the questions posed in the 073124
20 DRE letter described above in Paragraph 32; in a sheet dated January 22, 2026, GONZALEZ
21 indicated that the following were their answers to the DRE’s questions (in parentheses):

22 “1. The client was referred to Sandra Gonzalez by her friend.”
23

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1 (How did Sandra Gonzalez meet the seller of the property?)

2 2. The Seller provided all the account statement from HOA with all the
3 corresponding information to Sandra Gonzalez.

4 (Did the seller provide all CC&R and association information to the
5 buyer? If so, please provide proof.)

6 3. Sandra Gonzalez communicated to the Buyer's agent that the property
7 was a senior community.

8 (Did the seller disclose to the buyer that the subject property was in a
9 senior community?)

10 4. Sandra Gonzalez and the Seller did not at any time confirm that the
11 property was for individuals younger than 55. In fact, Sandra Gonzalez
12 emphasized to the Buyer's agent that it was only a 55 plus senior
13 community. (Did Sandra Gonzalez or the seller at any time confirm with
14 the buyer that it was possible for individuals under the age of 55 to live at
15 the property? Example, children or teenagers.?"

16 49.

17 By April 27, 2023, CRGI Had An Unsigned, Undated Copy of the CC&Rs

18 According to responsive correspondence received from seller's agent,
19 GONZALEZ, received by the DRE on or about January 13, 2026 (011326 GONZALEZ
20 response), on April 27, 2023, Lordon (the property management company for the subject
21 property), sent Clear Stone Escrow (Diaz) a copy of the HOA and CC&R documents.

22 Specifically, customerservice@from.condocerts.com sent Diaz the following email: "summer
23

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1 **set circle, Banning, CA 92220 - Serrano Del Vista Homeowners Association** The attachment
2 contains the Billing Disclosure Form you requested from Lordon Management. If you have
3 questions, please contact us at (626) 967-7921. Thank you, Lordon Management,” and also
4 included a PDF file identified as “LMC-A16392-1682640660819.pdf” (Lordon PDF).

5 50.

6 The Lordon PDF sent to Diaz contained within its 169 pages the governing
7 homeowners association (HOA) documents for the community in which the subject property is a
8 member. Including within the Lordon PDF, among other pertinent items, was an unsigned
9 undated copy of the “Master Declaration of Covenants, Conditions and Restrictions for Serrano
10 Del Vista Homeowners Association.” (CC&Rs), the same as that which was described above in
11 Paragraphs 39 and 40.

12 51.

13 Although the responsive documents received by the DRE from GONZALEZ
14 and/or CRGI between July 2024 and January 2026 demonstrate that the CC&Rs and related
15 HOA documents for the subject property were received by Clear Stone as early as April 27,
16 2023, before the close of escrow, the DRE has not, to date, received evidence demonstrating that
17 CC&Rs were provided to buyer and/or buyer’s agent prior to the escrow closing date (May 22,
18 2023). On September 8, 2024, over one year subsequent to the close of escrow, Clear Stone
19 contacted the agent (Century 21 Allstars/Villaescusa) for buyer (Property Owner), and stated that
20 the CC&Rs and HOA information would be sent via mail within the week. REB Villaescusa
21 confirmed to the DRE on September 19, 2025, that the CC&R and HOA documents had not yet
22 been received from Clear Stone.

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APPLICABLE SECTIONS OF THE REAL ESTATE LAW

Responsibility of Corporate Officer in Charge

(Code Section 10159.2)

Pursuant to Code Section 10159.2 *Responsibility of Corporate Officer in Charge:*

“(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.

(b) A corporate broker licensee that has procured additional licenses in accordance with Section 10158 through officers other than the officer designated pursuant to Section 10211 may, by appropriate resolution of its board of directors, assign supervisory responsibility over salespersons licensed to the corporation to its broker officers.

(c) A certified copy of any resolution of the board of directors assigning supervisory responsibility over real estate salespersons licensed to the corporation shall be filed with the Real Estate Commissioner within five days after the adoption or modification thereof.”

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Broker Supervision

(Regulation 2725)

Pursuant to Regulation 2725 *Broker Supervision*:

“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 broker.”

Grounds for Revocation or Suspension

(Code Section 10176, selected portions)

Pursuant to Code Section 10176 *Grounds for Revocation or Suspension*:

“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 licensee 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 of a different character than specified I this section, which constitutes fraud or dishonest dealing...”

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Further Grounds for Disciplinary Action

(Code Section 10177 (selected portions))

Pursuant to Code Section 10177 *Further Grounds for Disciplinary Action*:

“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:

...

(d) Willfully disregarded or violated the Real Estate Law (Part 1 (commencing with Section 10000)) or Chapter 1 (commencing with Section 11000) of Part 2 or the rules and regulations of the commissioner for the administration and enforcement of the Real Estate Law and Chapter 1 (commencing with Section 11000) of Part 2.

...

(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 that licensee’s 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...”

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Cost Recovery

(Code Section 10106)

Pursuant to Code Section 10106 *Cost Recovery of Investigations*:

“(a) Except as otherwise provided by law, in any order issued in resolution of a disciplinary proceeding before the department, the 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.

(b) In the case of a disciplined licensee that is a corporation or a partnership, the order may be made against the licensed corporate entity or licensed partnership.

(c) A certified copy of the actual costs, or a good faith estimate of costs where actual costs are not available, signed by the commissioner or the commissioner’s designated representative, shall be prima facie evidence of reasonable costs of investigation and prosecution of the case. The costs shall include the amount of investigative and enforcement costs up to the date of the hearing, including, but not limited to, charges imposed by the Attorney General.

(d) The administrative law judge shall make a proposed finding of the amount of reasonable costs of investigation and prosecution of the case when requested pursuant to subdivision (a). The finding of the administrative law judge with regard to costs shall not be reviewable by the commissioner to increase the cost award. The commissioner may reduce or eliminate the cost award, or remand to the administrative law judge where the proposed decision fails to make a finding on costs requested pursuant to subdivision (a).

1 (e) Where an order for recovery of costs is made and timely payment is not made
2 as directed in the commissioner's decision, the commissioner may enforce the order for
3 repayment in any appropriate court. This right of enforcement shall be in addition to any other
4 rights the commissioner may have as to any licensee to pay costs.

5 (f) In any action for recovery of costs, proof of the commissioner's decision shall
6 be conclusive proof of the validity of the order of payment and the terms for payment.

7 (g) (1) Except as provided in paragraph (2), the department shall not renew or
8 reinstate the license of any licensee who has failed to pay all of the costs ordered under this
9 section.

10 (2) The department may, in its discretion, conditionally renew or reinstate
11 for a maximum of one year the license of any licensee who demonstrates
12 financial hardship and who enters into a formal agreement with the
13 department to reimburse the department within that one-year period for the
14 unpaid costs.

15 (h) All costs recovered under this section shall be considered a reimbursement for
16 costs incurred and shall be deposited in the Real Estate Fund to be available, notwithstanding
17 Section 10451, upon appropriation by the Legislature.

18 (i) Nothing in this section shall preclude the department from including the
19 recovery of the costs of investigation and enforcement of a case in any stipulated settlement.”

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1 **VIOLATIONS OF THE REAL ESTATE LAW - CAUSES FOR DISCIPLINE**

2 57.

3 Complainant re-alleges and incorporates by reference the preceding paragraphs as
4 set forth herein.

5 58.

6 **First Cause for Discipline: CRGI & GONZALEZ**

7 **Violation of Code Section 10177(g)**

8 **(Negligence or Incompetence)**

9 In the course of the activities described above, and based on the facts discovered
10 by the Department, as described above, the acts and/or omissions of Respondents **CASTLE**
11 **REALTY GROUP, INC.** and **MIGUEL ANGEL GONZALEZ CASTILLO** are in violation
12 of **Code Section 10177(g)** and constitute cause for the suspension or revocation of all licenses
13 and license rights of **CRGI** and **GONZALEZ** under the Real Estate Law.

14 59.

15 **Second Cause for Discipline: GONZALEZ**

16 **Violation of Code Sections 10159.2 and 10177(h), Regulation 2725**

17 **(Failure to Supervise)**

18 In the course of the activities described above, and based on the facts discovered
19 by the Department, as described above, the acts and/or omissions of Respondent **MIGUEL**
20 **ANGEL GONZALEZ CASTILLO** are in violation of **Code Section 10159.2** and **Regulation**
21 **2725**, and pursuant to **Code Section 10177(h)** constitute cause for the suspension or revocation
22 of all licenses and license rights of Respondent **GONZALEZ** under the Real Estate Law.

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COSTS

60.

Code Section 10106 provides, in pertinent part that in any order issued in resolution of a disciplinary proceeding before the Department; the 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 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 the licenses and license rights of Respondents **CASTLE REALTY GROUP, INC.** and **MIGUEL ANGEL GONZALEZ CASTILLO** under the Real Estate Law (Part 1 of Division 4 of the Business and Professions Code), and for such other and further relief as may be proper under other applicable provisions of law.

Dated at Los Angeles, California: April 24, 2026.



Ray Dagnino
Supervising Special Investigator

cc: Castle Realty Group, Inc.
Miguel Angel Gonzalez Castillo
R. Dagnino
Sacramento D.O.

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