

1 BUREAU OF REAL ESTATE  
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**FILED**

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BUREAU OF REAL ESTATE

By K. Contreras

8 BEFORE THE BUREAU OF REAL ESTATE

9 STATE OF CALIFORNIA

10 \* \* \*

11 To: )  
12 ) NO. H-6096 SAC  
13 KEEPING MY PROPERTY, and )  
14 MARC COOPER ) ORDER TO DESIST AND REFRAIN  
) (B&P Code Section 10086)  
)

15 The Real Estate Commissioner ("Commissioner") of the California Bureau of  
16 Real Estate ("Bureau") caused an investigation to be made of the activities of KEEPING MY  
17 PROPERTY ("KMP") and MARC COOPER ("COOPER"), (collectively "Respondents").  
18 Based on that investigation, the Commissioner has determined that Respondents have engaged  
19 in, are engaging in, or are attempting to engage in, acts or practices constituting violations of the  
20 California Business and Professions Code ("Code") and/or Title 10, Chapter 6, California Code  
21 of Regulations ("Regulations"), including acting in the capacity of, advertising or assuming to  
22 act as a real estate broker in the State of California within the meaning of Section 10131(d)  
23 (performing services for borrowers and/or lenders in connection with loans secured by real  
24 property), 10131.2 (collection of advance fees), 10085 (advance fee agreements and materials)  
25 and 10085.5 (collecting unauthorized advance fees) of the Code. Furthermore, based on the  
26 investigation, the Commissioner hereby issues the following Findings of Fact, Conclusions of  
27 Law, and Desist and Refrain Order under the authority of Section 10086 of the Code.

FINDINGS OF FACT

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2           1. At no time has KMP been licensed by the Bureau in any capacity.

3           2. At no time has COOPER been licensed by the Bureau in any capacity.

4           3. During the period of time set out below, Respondents performed services for  
5 one or more borrowers and negotiated to do one or more of the following acts for another or  
6 others, for or in expectation of compensation: negotiate one or more loans for, or perform  
7 services for, borrowers and/or lenders with respect to the collection of advance fees and loan  
8 modification, loan refinance, principal reduction, foreclosure abatement or short sale services,  
9 and/or those borrowers' lenders in connection with loans secured directly or collaterally by one  
10 or more liens on real property; and charged, demanded or collected an advance fee for any of the  
11 services offered.

12           4. In furtherance of their plan and scheme to solicit advance fees and provide  
13 loan modification services, in or about September 2012, Respondents entered into a contract with  
14 Robert O. and Julie O. to provide loan modification services to Robert O. and Julie O. for their  
15 real property located at 24 Belmont Court, Pleasant Hill, California, and to resolve the second  
16 mortgage on that property. Robert O. and Julie O. paid an advance fee of \$1,595 to Respondents  
17 for loan modification services and an additional \$40,000 for resolving the second mortgage on  
18 the Belmont Court property. Respondents failed to obtain a loan modification for Robert O. and  
19 Julie O. and have not refunded the money they received from Robert O. and Julie O.

20           5. In furtherance of their plan and scheme to solicit advance fees and provide  
21 loan modification services, in or about June 2012, Respondents entered into a contract with  
22 Michael H. to provide loan modification services to Michael H. for his real property located at  
23 1440 Whitman Road, Concord, California, and to resolve the second mortgage on that property.  
24 Michael H. paid an advance fee of \$1,595 to Respondents in exchange for loan modification  
25 services and an additional payment of \$10,000 for resolving the second mortgage on the  
26 Whitman Road property. Respondents failed to obtain a loan modification for Michael H. and  
27 have not refunded the money they received from Michael H.

1           6. In furtherance of their plan and scheme to solicit advance fees and provide  
2 loan modification services, on or about March 24, 2011, Respondents entered into a contract  
3 with Joe S. to provide loan modification services on ten (10) real properties owned by Joe S.  
4 Joe S. paid an advance fee of \$10,000 to Respondents for those loan modification services.  
5 Respondents were able to obtain loan modification services on eight (8) of Joe S.'s real  
6 properties. However, Respondents failed to obtain loan modifications on two (2) of Joe S.'s real  
7 properties and have not refunded the money they received from Joe S. for those properties.

8           7. In furtherance of their plan and scheme to solicit advance fees and provide  
9 loan modification services, in or about January 2013, Respondents entered into a contract with  
10 Mike B. and Shannon B. to provide loan modification services on their real property located at  
11 311 Culet Drive, Danville, California. Mike B. and Shannon B. paid an advance fee of \$4,000  
12 to Respondents for those loan modification services. Respondents failed to obtain loan a  
13 modification for Mike B. and Shannon B. and have not refunded the money they received from  
14 Mike B. and Shannon B.

15           8. In furtherance of their plan and scheme to solicit advance fees and provide  
16 loan modification services, in or about June 2011, Respondents entered into a contract with  
17 Christopher E. to provide loan modification services on Christopher E.'s real property located  
18 at 3252 Alta Lane, Lafayette, California. Christopher E. paid an advance fee of \$1,599 to  
19 Respondents for those loan modification services. Respondents failed to obtain a loan  
20 modification for Christopher E. and have not refunded the money they received from  
21 Christopher E.

22           9. In furtherance of their plan and scheme to solicit advance fees and provide  
23 loan modification services, in or about 2013, Respondents entered into a contract with Glen B. to  
24 provide loan modification services to Glen B. for his real property located at 2020 San Miguel  
25 Drive, Walnut Creek, California, and to resolve the second mortgage on that property. Glen B.  
26 paid an advance fee of \$1,495 to Respondents in exchange for loan modification services and  
27 an additional \$10,000 for resolving the second mortgage on his San Miguel Drive property.

1 Respondents obtained a loan modification for Glen B. However, Respondents failed to resolve  
2 Glen B.'s second mortgage on the San Miguel Drive property and have only repaid \$900 of the  
3 \$10,000 they received from Glen B. for those services.

#### 4 CONCLUSIONS OF LAW

5 Based on the Findings of Fact contained in Paragraphs 1 through 9, above,  
6 KEEPING MY PROPERTY and MARC COOPER, solicited borrowers and/or performed  
7 services for those borrowers with respect to the collection of advance fees and loan modification,  
8 loan refinance, principal reduction, foreclosure abatement or short sale services and/or those  
9 borrowers' lenders in connection with loans secured directly or collaterally by one or more  
10 liens on real property; and charged, demanded or collected advance fees for the services to be  
11 provided, which acts require a real estate broker license under Sections 10131(d) and 10131.2  
12 of the Code.

13 KEEPING MY PROPERTY and MARC COOPER used a form of advance fee  
14 agreement which had not been provided to the Bureau for its prior review and consideration, in  
15 violation of Section 10085 of the Code, and Sections 2970 (submission of advance fee materials)  
16 and 2972 (content of verified accounting) of the Regulations.

#### 17 DESIST AND REFRAIN ORDER

18 Based on the Findings of Fact and Conclusions of Law stated herein, KEEPING  
19 MY PROPERTY and MARC COOPER, whether doing business under your own names, or any  
20 other names or fictitious names, ARE HEREBY ORDERED to immediately desist and refrain  
21 from:

- 22 1. Performing any acts within the State of California that require a real estate broker  
23 license unless and until you are properly licensed by the Bureau as a real estate  
24 broker.
- 25 2. Charging, demanding, claiming, collecting and/or receiving advance fees, as that  
26 term is defined in Section 10026 of the Code, for any of the services you offer to  
27 others, unless and until you demonstrate and provide evidence satisfactory to the

1 Commissioner that you are properly licensed by the Bureau as a real estate broker  
2 and that KEEPING MY PROPERTY and MARC COOPER:

- 3 (a) Have an advance fee agreement which has been submitted to the Bureau and  
4 which is in compliance with Sections 2970 and 2972 of the Regulations;  
5 (b) Have placed all previously collected advance fees into a trust account for that  
6 purpose and are in compliance with Section 10146 (deposit of advance fees  
7 into trust account) of the Code; and  
8 (c) Have provided an accounting to trust fund owner-beneficiaries pursuant to  
9 Section 2972 of the Regulations.

- 10 3. Demanding, claiming, collecting and/or receiving advance fees, as that term is  
11 defined in Section 10026 of the Code, in any form, and under any conditions, with  
12 respect to the performance of loan modification or any other form of mortgage loan  
13 forbearance services in connection with loans on residential property containing  
14 four or fewer dwelling units.

15  
16 DATED: MAR 13 2014

17  
18 REAL ESTATE COMMISSIONER

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20 \_\_\_\_\_  
21 **JEFFREY MASON**  
22 **Chief Deputy Commissioner**

23 **Notice:** Business and Professions Code Section 10139 provides that, "Any person acting as a  
24 real estate broker or real estate salesperson without a license or who advertises using words  
25 indicating that he or she is a real estate broker without being so licensed shall be guilty of a  
26 public offense punishable by a fine not exceeding twenty thousand dollars (\$20,000), or by  
imprisonment in the county jail for a term not to exceed six months, or by both fine and  
imprisonment; or if a corporation, be punished by a fine not exceeding sixty thousand dollars  
(\$60,000)...."