

FILED

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BUREAU OF REAL ESTATE

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BEFORE THE BUREAU OF REAL ESTATE

STATE OF CALIFORNIA

In the Matter of the Accusation of)

LESLIE ANN REED)

Respondent.)

NO. H-6283 SAC

ACCUSATION

The Complainant, HEATHER NISHIMURA, in her official capacity as a
Supervising Special Investigator for the Bureau of Real Estate, State of California
("Complainant"), for Accusation against LESLIE ANN REED ("Respondent"), is informed and
alleges as follows:

1

At all times relevant, Respondent was and now is licensed by the Bureau of Real
Estate ("the Bureau") as a real estate salesperson. At all times relevant, Respondent was licensed
under the real estate broker license of Realty First Real Estate and Mortgage Services Corporation.

FIRST CAUSE OF ACTION

2

On or about October 14, 2013, Respondent executed an Exclusive Residential
Listing Agreement with Teresa B. for the real property located at 4520 Val Verde Road,
Loomis, California.

3

On or about January 4, 2014, Respondent sent Teresa B. a group of documents using DocuSign, an online program which allows for digital signatures of scanned documents. Included in the group of documents was a blank Agent Visual Inspection form. Teresa B. digitally signed the blank Agent Visual Inspection form.

4

Sometime after Teresa B. signed the blank Agent Visual Inspection form, Respondent filled out the form by hand, including various disclosures such as "seller has many pets".

5

Respondent failed to show Teresa B. the completed form until after it was sent to a prospective buyer.

6

Respondent has admitted she filled out the Agent Visual Inspection form after it had been signed by Teresa B.

7

The acts and/or omissions of Respondent described in Paragraphs 2 through 6, above, are grounds for the revocation or suspension of all of Respondents' licenses and/or license rights under Sections 10177(j) (fraud or dishonest dealing), and 10177(d) (willful disregard/violation of real estate law) and/or 10177(g) (negligence or incompetence) of the California Business and Professions Code (the "Code").

SECOND CAUSE OF ACTION

8

Complainant refers to Paragraphs 1 through 7, above, and incorporates the same, herein by reference.

9

On or about December 24, 2013, on behalf of Teresa B., Respondent placed a purchase offer on the real property located at 762 Green Valley Lane, Meadow Vista, California.

1 Section 13 of the purchase contract stated, "This agreement is not contingent upon the sale of any
2 property owned by buyer". The contract included an option to indicate a contingency for the sale
3 of property owned by the buyer, which was not selected. At the time the purchase offer was
4 made, Respondent knew Teresa B. could not purchase the Green Valley Lane property without
5 selling her own home first.

6 10

7 On or about December 31, 2013, on behalf of Teresa B., Respondent placed a
8 purchase offer on the real property located at 24980 Ben Taylor Road, Colfax, California.

9 Section 13 of the purchase contract stated, "This agreement is not contingent upon the sale of any
10 property owned by buyer". The contract included an option to indicate a contingency for the sale
11 of property owned by the buyer, which was not selected. At the time the purchase offer was
12 made, Respondent knew Teresa B. could not purchase the Ben Taylor Road property without
13 selling her own home first.

14 11

15 On or about January 2, 2014, on behalf of Teresa B., Respondent placed a
16 purchase offer on the real property located at 24255 Tokayana Way, Colfax, California. Section
17 13 of the purchase contract stated, "This agreement is not contingent upon the sale of any
18 property owned by buyer". The contract included an option to indicate a contingency for the sale
19 of property owned by the buyer, which was not selected. At the time the purchase offer was
20 made, Respondent knew Teresa B. could not purchase the Green Valley Lane property without
21 selling her own home first.

22 12

23 On December 29, 2013, Teresa B. accepted an offer to purchase her home located
24 at 4520 Val Verde Road, Loomis, California. However, the sale of the Val Verde Road property
25 did not close escrow until February 21, 2014.

26 ///

27 ///

13

Respondent has admitted that the purchase offers she prepared on behalf of Teresa B. for the Green Valley Lane, Ben Taylor Road, and Tokayana Way properties should have been submitted contingent on Teresa B. first selling her own home on Val Verde Road.

14

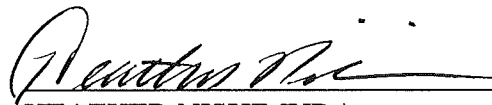
The acts and/or omissions of Respondent described in Paragraphs 8 through 12, above, are grounds for the revocation or suspension of all of Respondents' licenses and/or license rights under Sections 10176(a) (misrepresentation), 10177(j) (fraud or dishonest dealing), and 10177(d) (willful disregard/violation of real estate law) and/or 10177(g) (negligence or incompetence) of the Code.

COST RECOVERY

15

Section 10106 of the Code provides, in pertinent part, that in any order issued in resolution of a disciplinary proceeding before the Bureau, the Real Estate 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.

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 licenses and license rights of Respondent under the Code, for the reasonable cost of investigation and prosecution of this case, including agency attorney's fees, and for such other and further relief as may be proper under other provisions of law.



HEATHER NISHIMURA
Supervising Special Investigator

Dated at Sacramento, California,
this 13th day of July, 2015.