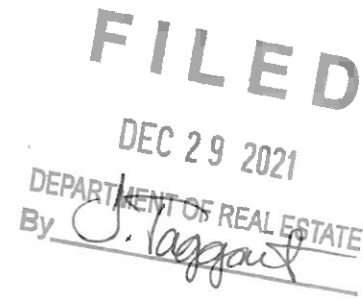


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8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of)
12)

13 BREANNA MARIE AKERS,)

14 Respondent.)

No. H-7093 SAC

ACCUSATION

15
16 The Complainant, TRICIA D. PARKHURST, a Supervising Special Investigator
17 of the State of California, for Accusation against Respondent BREANNA MARIE AKERS
18 (AKERS) is informed and alleges as follows:

19 1

20 The Complainant makes this Accusation against Respondent in her official
21 capacity.

22 2

23 At all times herein mentioned, Respondent was and is presently licensed and/or
24 has license rights under the Real Estate Law, Part 1 of Division 4 of the California Business and
25 Professions Code (the Code) by the Department of Real Estate (DEPARTMENT) as a real estate
26 salesperson.

27 ///

At all times mentioned, Respondent engaged in the business of, acted in the capacity of, advertised or assumed to act as a real estate broker in the State of California, within the meaning of Section 10131(a) of the Code, including the operation and conduct of a residential resale brokerage wherein Respondent bought, sold, or offered to buy or sell, solicited or obtained listings of, and negotiated the purchase, sale or exchange of real property or business opportunities, all for or in expectation of compensation.

On or about March 30, 2021, AKERS entered into a Residential Listing Agreement with sellers Patricia Yonemura and Frank Yonemura (the "Sellers") to sell that certain real property commonly known as 4305 39th Avenue, Sacramento, California (39th Avenue Property).

On or about March 30, 2021, AKERS received an offer on the 39th Street Property from Samantha Kay Manriquez and Alfonso Olivas Campa ("Buyers") and drafted a Residential Purchase Agreement on their behalf, thereby becoming a dual agent for Buyers as well as the Sellers.

Sometime after the Resident Purchase Agreement was signed by Buyers, AKERS sent the Sellers a proposed addendum which stated, in part: "Seller shall pay all of the buyers recurring and nonrecurring closing costs." When Ms. Yonemura asked why she was being asked to agree to the addendum, AKERS replied: "The mortgage company required it." Sellers did not sign the addendum.

The transaction failed to close and on May 7, 2021, Sellers requested a copy of the contract cancellation form in two separate emails to AKERS. Again on or about May 10, 2021, Sellers requested a copy of the Contract Cancellation from Respondent. AKERS refused

1 to provide a copy of the document until Sellers paid Respondent \$1,000.00 for her time, mileage
2 and expenses.

3 8

4 On or about May 25, 2021, the contract cancellation document was provided to
5 Sellers when they contacted Deborah Penny, the designated Officer of eXp Realty, for whom
6 AKERS was working.

7 9

8 On or about October 27, 2021, Deborah Penny provided a statement that
9 AKERS was not authorized to demand the \$1,000 payment as a condition to release the contract
10 cancellation document.

11 10

12 On or about May 17, 2021, AKERS solicited potential sellers by distributing a
13 flyer door to door. The flyers did not list Respondent's license number.

14 11

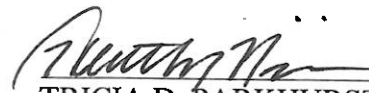
15 The facts alleged above are violations of Sections 10176(a) (substantial
16 misrepresentation), and 10176(i) (other conduct involving fraud or dishonest dealing) and are
17 grounds for the suspension or revocation of the licenses and license rights of Respondent under
18 Sections 10176(a), 10176(i), 10177(d) (willful disregard/violation of real estate law), 10177(g)
19 (negligence/incompetence real estate licensee) or 10177(j) (conduct constitutes fraud/dishonest
20 dealing) of the Code.

21 12

22 Section 10106 of the Code provides, in pertinent part, that in any order issued
23 in resolution of a disciplinary proceeding before the Department, the Commissioner may request
24 the Administrative Law Judge to direct a licensee found to have committed a violation of this
25 part to pay a sum not to exceed the reasonable costs of the investigation and enforcement of the
26 case.

27 ///

1 WHEREFORE, Complainant prays that a hearing be conducted on the allegations
2 of this Accusation and that, upon proof thereof, a decision be rendered imposing disciplinary
3 action against all licenses and license rights of Respondents under the Real Estate Law (Part 1 of
4 Division 4 of the Business and Professions Code), and for such other and further relief as may be
5 proper under other provisions of law.
6
7

8  (for T. Parkhurst)
9 TRICIA D. PARKHURST
10 Supervising Special Investigator
11

12 Dated at Sacramento, California,
13 this 27th day of December, 2021
14

15 DISCOVERY DEMAND

16 The Department of Real Estate hereby requests discovery pursuant to Section
17 11507.6 of the California Government Code. Failure to provide discovery to the Department
18 may result in the exclusion of witnesses and/or documents at the hearing, and other sanctions as
19 the Administrative Law Judge deems appropriate.
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