

1 Department of Real Estate  
2 P. O. Box 187007  
3 Sacramento, CA 95818-7007  
4 Telephone: (916) 227-0789

FILED

MAY 22 2008

DEPARTMENT OF REAL ESTATE

By K. Contreras

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

\* \* \*

8 In the Matter of the Accusation of ) NO. H-10094 SF  
9 )  
9 INVESTMENT GRADE LOANS, INC., ) STIPULATION AND AGREEMENT  
10 a CORPORATION, and ) IN SETTLEMENT  
11 ANDREW A. LEWIS ) AND ORDER  
Respondents. )

12 It is hereby stipulated by and between Respondents  
13 INVESTMENT GRADE LOANS, INC. (herein "IGL"), and ANDREW A. LEWIS  
14 (herein "LEWIS") (herein jointly "Respondents") and the  
15 Complainant, acting by and through Mary F. Clarke, Counsel for  
16 the Department of Real Estate (herein "the Department"), as  
17 follows for the purpose of settling and disposing of the  
18 Accusation filed on July 27, 2007 in this matter (herein "the  
19 Accusation"):  
20

21 1. All issues which were to be contested and all  
22 evidence which was to be presented by Complainant and Respondents  
23 at a formal hearing on the Accusation, which hearing was to be  
24 held in accordance with the provisions of the Administrative  
25 Procedure Act (APA), shall instead and in place thereof be  
26 submitted solely on the basis of the provisions of this  
27 Stipulation and Agreement in Settlement.

H-10094 SF

- 1 -

INVESTMENT GRADE LOANS, INC.  
and ANDREW A. LEWIS

1           2. Respondents have received, read and understand the  
2 Statement to Respondent, the Discovery Provisions of the APA and  
3 the Accusation filed by the Department of Real Estate in this  
4 proceeding.

5           3. A Notice of Defense was filed on August 5, 2007 by  
6 Respondents, pursuant to Section 11505 of the Government Code for  
7 the purpose of requesting a hearing on the allegations in the  
8 Accusation. Respondents hereby freely and voluntarily withdraw  
9 said Notice of Defense. Respondents acknowledge that they  
10 understand that by withdrawing said Notice of Defense they will  
11 thereby waive their right to require the Commissioner to prove  
12 the allegations in the Accusation at a contested hearing held in  
13 accordance with the provisions of the APA and that they will  
14 waive other rights afforded to them in connection with the  
15 hearing such as the right to present evidence in defense of the  
16 allegations in the Accusation and the right to cross-examine  
17 witnesses.

18           4. This Stipulation is based on the factual allegations  
19 contained in the Accusation. In the interests of expedience and  
20 economy, Respondents choose not to contest these allegations, but  
21 to remain silent and understand that, as a result thereof, these  
22 factual allegations, without being admitted or denied, will serve  
23 as a prima facie basis for the disciplinary action stipulated to  
24 herein. The Real Estate Commissioner shall not be required to  
25 provide further evidence to prove said factual allegations.

26           5. It is understood by the parties that the Real  
27 Estate Commissioner may adopt the Stipulation and Agreement in

1 Settlement as his decision in this matter thereby imposing the  
2 penalty and sanctions on Respondents' real estate licenses and  
3 license rights as set forth in the below "Order". In the event  
4 that the Commissioner in his discretion does not adopt the  
5 Stipulation and Agreement in Settlement, it shall be void and of  
6 no effect, and Respondents shall retain the right to a hearing  
7 and proceeding on the Accusation under all the provisions of the  
8 APA and shall not be bound by any admission or waiver made  
9 herein.

10           6. The Order or any subsequent Order of the Real  
11 Estate Commissioner made pursuant to this Stipulation and  
12 Agreement in Settlement shall not constitute an estoppel, merger  
13 or bar to any further administrative or civil proceedings by the  
14 Department of Real Estate with respect to any matters which were  
15 not specifically alleged to be causes for accusation in this  
16 proceeding.

17           7. Respondents understand that by agreeing to this  
18 Stipulation and Agreement, Respondents jointly and severally  
19 agree to pay, pursuant to Section 10148 of the California  
20 Business and Professions Code (herein "Code"), the cost of the  
21 audit which resulted in the determination that Respondents  
22 committed the trust fund violation(s) found in paragraph I,  
23 below, of the Determination of Issues. The amount of said costs  
24 is \$7,475.38. Respondents shall pay such cost within 60 days of  
25 receiving an invoice from the Commissioner detailing the  
26 activities performed during the audit and the amount of time  
27 spent performing those activities.

1           8. Respondents further understand that by agreeing to  
2 this Stipulation and Agreement in Settlement, the findings set  
3 forth below in the Determination Of Issues become final, and  
4 that the Commissioner may charge said Respondents, jointly and  
5 severally, for the costs of any audit conducted pursuant to  
6 Section 10148 of the Code to determine if the trust fund  
7 violation(s) found in Paragraph I, below, of the Determination  
8 of Issues have been corrected. The maximum costs of said audit  
9 shall not exceed \$7,475.38. Respondents shall pay such cost  
10 within 60 days of receiving an invoice from the Commissioner  
11 detailing the activities performed during the audit and the  
12 amount of time spent performing those activities.

13                           DETERMINATION OF THE ISSUES

14           The acts and omissions of Respondents as described in  
15 the Accusation are grounds for the suspension or revocation of  
16 the licenses and license rights of Respondents under the  
17 following provisions of the California Business and Professions  
18 Code (herein "the Code") and/or Chapter 6, Title 10, California  
19 Code of Regulations (herein "the Regulations"):

20                   (a) As to paragraph IX(a) and Respondent IGL under  
21 Section 10145 of the Code and Section 2831 of the Regulations in  
22 conjunction with Section 10177(d) of the Code;

23                   (b) as to paragraph IX(b) and Respondent IGL under  
24 Section 10145 of the Code and Section 2831.1 of the Regulations  
25 in conjunction with Section 10177(d) of the Code;

26                   (c) as to paragraph IX(c) and Respondent IGL under  
27 Section 10145 of the Code and Section 2831.2 of the Regulations

1 in conjunction with Section 10177(d) of the Code; and

2 (d) as to Paragraph IX(d) and Respondent IGL under  
3 Section 10145 of the Code and Section 2832 of the Regulations in  
4 conjunction with Section 10177(d) of the Code;

5 (e) as to Paragraph IX(e) and Respondent IGL under  
6 Section 10085 of the Code and 2970 of the Regulations in  
7 conjunction with Section 10177(d) of the Code;

8 (f) as to Paragraph IX(f) and Respondent IGL under  
9 Section 10238(d) of the Code in conjunction with Section 10177d)  
10 of the Code; and

11 (g) as to Paragraph X and Respondent LEWIS under  
12 Section 10159.2 of the Code in conjunction with Sections  
13 10177(g), 10177(h), and 10177(d) of the Code.

14 ORDER

15 I

16 All licenses and licensing rights of Respondent IGL  
17 under the Real Estate Law are suspended for a period of ninety  
18 (90) days from the effective date of this Order; provided,  
19 however, that:

20 1. Forty five (45) days of said suspension shall be  
21 stayed for two (2) years upon the following terms and conditions:

22 (a) Respondent shall obey all laws, rules and  
23 regulations governing the rights, duties and responsibilities of  
24 a real estate licensee in the State of California; and

25 (b) That no final subsequent determination be made,  
26 after hearing or upon stipulation, that cause for disciplinary  
27 action occurred within two (2) years from the effective date of

1 this Order. Should such a determination be made, the  
2 Commissioner may, in his discretion, vacate and set aside the  
3 stay order and reimpose all or a portion of the stayed  
4 suspension. Should no such determination be made, the stay  
5 imposed herein shall become permanent.

6           2. The remaining forty five (45) days of said 90-day  
7 suspension shall be stayed upon the condition that Respondent  
8 IGL petition pursuant to Section 10175.2 of the Business and  
9 Professions Code and pays a monetary penalty pursuant to Section  
10 10175.2 of the Business and Professions Code at a rate of \$50.00  
11 for each day of the suspension for a total monetary penalty of  
12 \$2,250.00:

13           (a) Said payment shall be in the form of a cashier's  
14 check or certified check made payable to the Recovery Account of  
15 the Real Estate Fund. Said check must be delivered to the  
16 Department prior to the effective date of the Order in this  
17 matter.

18           (b) No further cause for disciplinary action against  
19 the Real Estate licenses of said Respondent occurs within two  
20 (2) years from the effective date of the decision in this  
21 matter.

22           (c) If Respondent IGL fails to pay the monetary  
23 penalty as provided above prior to the effective date of this  
24 Order, the stay of the suspension shall be vacated as to  
25 Respondent IGL and the order of suspension shall be immediately  
26 executed, under this Paragraph I of this Order, in which event  
27 Respondent IGL shall not be entitled to any repayment nor

1 credit, prorated or otherwise, for the money paid to the  
2 Department under the terms of this Order.

3 (d) If Respondent IGL pays the monetary penalty and  
4 any other moneys due under this Stipulation and Agreement and if  
5 no further cause for disciplinary action against the real estate  
6 license of Respondent IGL occurs within two (2) years from the  
7 effective date of this Order, the entire stay hereby granted  
8 under Paragraphs I and II of this Order, as to Respondent IGL  
9 only, shall become permanent.

10 3. Respondents IGL and LEWIS understand that by  
11 agreeing to this Stipulation and Agreement, Respondents IGL and  
12 LEWIS jointly and severally agree to pay, pursuant to Section  
13 10148 of the California Business and Professions Code (herein  
14 "Code"), the cost of the audit which resulted in the  
15 determination that Respondents committed the trust fund  
16 violation(s) found in Paragraph I, above, of the Determination  
17 of Issues. The amount of said costs is \$7,475.38. Respondents  
18 IGL and LEWIS shall pay such cost within 60 days of receiving an  
19 invoice from the Commissioner. If Respondents fail to pay for  
20 the cost of the audit within 60 days of mailing a notice of  
21 billing, the Commissioner may suspend or revoke Respondents'  
22 licenses or deny renewal of Respondents' licenses. The  
23 suspension or denial shall remain in effect until the cost is  
24 paid or until Respondents' right to renew the licenses have  
25 expired.

26 4. Respondents IGL and LEWIS further understand that  
27 by agreeing to this Stipulation and Agreement in Settlement, the

1 findings set above in the Determination Of Issues become final,  
2 and that the Commissioner may charge said Respondents IGL and  
3 LEWIS, jointly and severally, for the costs of any audit  
4 conducted pursuant to Section 10148 of the Code to determine if  
5 the trust fund violation(s) found in Paragraph I, above, of the  
6 Determination of Issues have been corrected. The maximum costs  
7 of said audit shall not exceed \$7,475.38. Respondents IGL and  
8 LEWIS shall pay such cost within 60 days of receiving an invoice  
9 from the Commissioner. If Respondents fail to pay for the cost  
10 of the audit within 60 days of mailing a notice of billing, the  
11 Commissioner may suspend or revoke Respondents' licenses or deny  
12 renewal of Respondents' licenses. The suspension or denial  
-13 shall remain in effect until the cost is paid or until  
14 Respondents' right to renew the licenses have expired.

15 II

16 A. All licenses and licensing rights of Respondent  
17 LEWIS under the Real Estate Law are suspended until such time as  
18 Respondent provides proof satisfactory to the Commissioner that  
19 Respondent has, within one hundred twenty (120) days prior to the  
20 effective date of the Decision herein completed the continuing  
21 education course on trust fund accounting and handling specified  
22 in subdivision (a) of Section 10170.5 of the Business and  
23 Professions Code.

24 B. All licenses and licensing rights of Respondent  
25 LEWIS under the Real Estate Law are suspended for a period of  
26 ninety (90) days from the effective date of this Order; provided,  
27 however, that:



1           1. Forty five (45) days of said suspension shall be  
2 stayed for two (2) years upon the following terms and conditions:

3           (a) Respondent shall obey all laws, rules and  
4 regulations governing the rights, duties and responsibilities of  
5 a real estate licensee in the State of California; and

6           (b) That no final subsequent determination be made,  
7 after hearing or upon stipulation, that cause for disciplinary  
8 action occurred within two (2) years from the effective date of  
9 this Order. Should such a determination be made, the  
10 Commissioner may, in his discretion, vacate and set aside the  
11 stay order and reimpose all or a portion of the stayed  
12 suspension. Should no such determination be made, the stay  
13 imposed herein shall become permanent.

14           2. The remaining forty five (45) days of said 90-day  
15 suspension shall be stayed upon the condition that Respondent  
16 LEWIS petition pursuant to Section 10175.2 of the Business and  
17 Professions Code and pays a monetary penalty pursuant to Section  
18 10175.2 of the Business and Professions Code at a rate of \$50  
19 for each day of the suspension for a total monetary penalty of  
20 \$2,250.00:

21           (a) Said payment shall be in the form of a cashier's  
22 check or certified check made payable to the Recovery Account of  
23 the Real Estate Fund. Said check must be delivered to the  
24 Department prior to the effective date of the Order in this  
25 matter.

26           (b) No further cause for disciplinary action against  
27 the Real Estate licenses of said Respondent LEWIS occurs within

1 two (2) years from the effective date of the decision in this  
2 matter.

3 (c) If Respondent LEWIS fails to pay the monetary  
4 penalty as provided above prior to the effective date of this  
5 Order, the stay of the suspension shall be vacated as to  
6 Respondent LEWIS and the order of suspension shall be  
7 immediately executed, under this Paragraph II of this Order, in  
8 which event Respondent LEWIS shall not be entitled to any  
9 repayment nor credit, prorated or otherwise, for the money paid  
10 to the Department under the terms of this Order.

11 (d) If Respondent LEWIS pays the monetary penalty and  
12 any other moneys due under this Stipulation and Agreement and if  
13 no further cause for disciplinary action against the real estate  
14 license of Respondent LEWIS occurs within two (2) years from the  
15 effective date of this Order, the entire stay hereby granted  
16 under Paragraphs I and II of this Order, as to Respondent LEWIS  
17 only, shall become permanent.

18 3. Respondents LEWIS and IGL understand that by  
19 agreeing to this Stipulation and Agreement, Respondents LEWIS  
20 and IGL jointly and severally agree to pay, pursuant to Section  
21 10148 of the California Business and Professions Code (herein  
22 "Code"), the cost of the audit which resulted in the  
23 determination that Respondents LEWIS and IGL committed the trust  
24 fund violation(s) found in Paragraph I, above, of the  
25 Determination of Issues. The amount of said costs is \$7,475.38.  
26 Respondents LEWIS and IGL shall pay such cost within 60 days of  
27 receiving an invoice from the Commissioner. If Respondents fail

1 to pay for the cost of the audit within 60 days of mailing a  
2 notice of billing, the Commissioner may suspend or revoke  
3 Respondents' licenses or deny renewal of Respondents' licenses.  
4 The suspension or denial shall remain in effect until the cost  
5 is paid or until Respondents' right to renew the licenses have  
6 expired.

7 4. Respondents LEWIS and IGL further understand that  
8 by agreeing to this Stipulation and Agreement in Settlement, the  
9 findings set above in the Determination Of Issues become final,  
10 and that the Commissioner may charge said Respondents LEWIS and  
11 IGL, jointly and severally, for the costs of any audit conducted  
12 pursuant to Section 10148 of the Code to determine if the trust  
13 fund violation(s) found in Paragraph I, above, of the  
14 Determination of Issues have been corrected. The maximum costs  
15 of said audit shall not exceed \$7,475.38. Respondents LEWIS and  
16 IGL shall pay such cost within 60 days of receiving an invoice  
17 from the Commissioner. If Respondents fail to pay for the cost  
18 of the audit within 60 days of mailing a notice of billing, the  
19 Commissioner may suspend or revoke Respondents' licenses or deny  
20 renewal of Respondents' licenses. The suspension or denial  
21 shall remain in effect until the cost is paid or until  
22 Respondents' right to renew the licenses have expired.

23  
24  
25 DATED: 1-11-08

  
26 MARY F. CLARKE, Counsel  
27 DEPARTMENT OF REAL ESTATE

\* \* \*

1 I have read the Stipulation and Agreement and its terms  
2 are understood by me and are agreeable and acceptable to me. I  
3 understand that I am waiving rights given to me by the California  
4 Administrative Procedure Act (including but not limited to  
5 Sections 11506, 11508, 11509, and 11513 of the Government Code),  
6 and I willingly, intelligently, and voluntarily waive those  
7 rights, including the right of requiring the Commissioner to  
8 prove the allegations in the Accusation at a hearing at which I  
9 would have the right to cross-examine witnesses against me and to  
10 present evidence in defense and mitigation of the charges.

11 1/22/08  
12 DATED

INVESTMENT GRADE LOANS, INC.  
Respondent

13 By [Signature]  
14 ANDREW A. LEWIS  
15 Designated Officer - Broker

16 1/22/08  
17 DATED

ANDREW A. LEWIS  
Respondent

18 \* \* \*

19 The foregoing Stipulation and Agreement is hereby  
20 adopted by me as my Decision in this matter and shall become  
21 effective at 12 o'clock noon on June 11, 2008.

22 IT IS SO ORDERED 5-8-08.

23 JEFF DAVIS  
24 Real Estate Commissioner

25 [Signature]  
26  
27

MARY F. CLARKE, Counsel (SBN 186744)  
Department of Real Estate  
P. O. Box 187007  
Sacramento, CA 95818-7007

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-or- (916) 227-0780 (Direct)

FILED  
JUL 27 2007

DEPARTMENT OF REAL ESTATE

By K. Contreras

BEFORE THE  
DEPARTMENT OF REAL ESTATE  
STATE OF CALIFORNIA

\* \* \*

In the Matter of the Accusation of )  
INVESTMENT GRADE LOANS, INC., ) NO. H-10094 SF  
a Corporation, and, )  
ANDREW A. LEWIS, ) ACCUSATION  
Respondents. )

The Complainant, E. J. HABERER II, a Deputy Real Estate  
Commissioner of the State of California, for cause of Accusation  
against INVESTMENT GRADE LOANS, INC., a Corporation (herein  
"IGL"), and ANDREW A. LEWIS (herein "LEWIS"), is informed and  
alleges as follows:

I

The Complainant, E. J. HABERER II, a Deputy Real Estate  
Commissioner of the State of California, makes this Accusation  
in his official capacity.

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\\

1 II

2 At all times herein mentioned, Respondents IGL and  
3 LEWIS (herein "Respondents") were and now are licensed and/or  
4 have license rights under the Real Estate Law (Part 1 of Division  
5 4 of the Business and Professions Code) (herein "the Code").

6 III

7 At all times herein mentioned IGL was and now is  
8 licensed by the Department of Real Estate of the State of  
9 California (herein "the Department") as a corporate real estate  
10 broker by and through LEWIS as designated officer-broker of IGL  
11 to qualify said corporation and to act for said corporation as a  
12 real estate broker.

13 IV

14 At all times herein mentioned, LEWIS was and now is  
15 licensed by the Department as a real estate broker, individually  
16 and as designated officer-broker of IGL. As said designated  
17 officer-broker, LEWIS was at all times mentioned herein  
18 responsible pursuant to Section 10159.2 of the Code for the  
19 supervision of the activities of the officers, agents, real  
20 estate licensees and employees of IGL for which a license is  
21 required.

22 V

23 Whenever reference is made in an allegation in this  
24 Accusation to an act or omission of IGL, such allegation shall be  
25 deemed to mean that the officers, directors, employees, agents  
26 and/or real estate licensees employed by or associated with IGL  
27 committed such act or omission while engaged in the furtherance

1 of the business or operations of such corporate Respondent and  
2 while acting within the course and scope of their authority and  
3 employment.

#### 4 VI

5 At all times herein mentioned Respondents engaged in  
6 the business of, acted in the capacity of, advertised, or assumed  
7 to act as real estate brokers within the State of California  
8 within the meaning of Sections 10131(b) and 10131(d) of the Code,  
9 including:

10 (a) the operation and conduct of a property management  
11 business with the public wherein, on behalf of others, for  
12 compensation or in expectation of compensation, Respondent leased  
13 or rented and offered to lease or rent, and placed for rent, and  
14 solicited listings of places for rent, and solicited for  
15 prospective tenants of real property or improvements thereon, and  
16 collected rents from real property or improvements thereon; and

17 (b) the operation and conduct of a mortgage loan  
18 brokerage with the public wherein, on behalf of others, for  
19 compensation or in expectation of compensation, Respondent  
20 solicited lenders and borrowers for loans secured directly or  
21 collaterally by liens on real property, and wherein respondent  
22 arranged, negotiated, processed, and consummated such loans.

#### 23 VII

24 In so acting as a real estate broker, as described in  
25 Paragraph VI above, Respondent accepted or received funds in  
26 trust (herein "trust funds") from or on behalf of buyers, owners,  
27 tenants, borrowers, lenders and others in connection with the

1 leasing, renting, and collection of rents on real property or  
2 improvements thereon, and in connection with the negotiating and  
3 arranging of mortgage loans, as alleged herein, and thereafter  
4 from time to time made disbursements of said funds.

5 VIII

6 The aforesaid trust funds accepted or received by  
7 Respondent were deposited or caused to be deposited by Respondent  
8 into one or more bank accounts (herein "trust fund accounts")  
9 maintained by Respondent for the handling of trust funds at the  
10 Los Altos, California, branch of Heritage Bank of Commerce,  
11 including but not necessarily limited to:

12 (a) "Investment Grade Loans, Inc. Entry Trust  
13 Account", account number 212104095 (herein "Trust #1");

14 (b) "Investment Grade Loans, Inc. Loan  
15 Servicing/Trust Account", account number 212102891  
16 (herein "Trust #2"); and,

17 (c) "Property Management Account," account number  
18 212107510 (herein "Bank #1").

19 IX

20 On or about between September 1, 2005 and on or about  
21 August 31, 2006, in connection with the collection and  
22 disbursement of said trust funds, Respondents:

23 (a) failed to keep a columnar record in chronological  
24 sequence of all trust funds received and disbursed from Trust #1  
25 and Bank #1 containing all the information required by Section  
26 2831 of Title 10, California Code of Regulations (herein "the  
27 Regulations");



1 (b) failed to keep a separate record for each  
2 beneficiary or transaction, accounting therein for all funds  
3 which have been deposited into Trust #1, Trust #2, and Bank #1,  
4 containing all information required by Section 2831.1 of the  
5 Regulations;

6 (c) failed to reconcile, at least once a month, the  
7 balance of all separate beneficiary or transaction records with  
8 Trust #1, Trust #2, and Bank #1, as required by Section 2831.2  
9 of the Regulations;

10 (d) failed to place trust funds entrusted to  
11 Respondent into the hands of a principal on whose behalf the  
12 funds were received, into a neutral escrow depository, or into a  
13 trust fund account in the name of Respondent as trustee at a bank  
14 or other financial institution, in conformance with the  
15 requirements of Section 10145 of the Code and Section 2832 of the  
16 Regulations, in that Respondent placed such funds into Bank #1,  
17 an account that was not in the name of Respondent as trustee;

18 (e) failed to submit advance fee materials to the Real  
19 Estate Commissioner before they were used, as required by Section  
20 10085 of the Code and 2970 of the Regulations; and,

21 (f) secured a multi-lender loan (#0603012) with two  
22 parcels of property that were not located in California, in  
23 violation of 10238(d) of the Code.

24 X

25 At all times mentioned herein, Respondent LEWIS failed  
26 to exercise reasonable supervision over the acts of Respondent  
27 IGL and its agents and employees in such a manner as to allow

1 the acts and omissions on the part of IGL, described above, to  
2 occur.

3 XI

4 The facts alleged above are grounds for the suspension  
5 or revocation of the licenses and license rights of Respondents  
6 under the following provisions of the Code and/or the Regulations:

7 (a) As to paragraph IX(a) and Respondent IGL under  
8 Section 10145 of the Code and Section 2831 of the Regulations in  
9 conjunction with Section 10177(d) of the Code;

10 (b) as to paragraph IX(b) and Respondent IGL under  
11 Section 10145 of the Code and Section 2831.1 of the Regulations  
12 in conjunction with Section 10177(d) of the Code;

13 (c) as to paragraph IX(c) and Respondent IGL under  
14 Section 10145 of the Code and Section 2831.2 of the Regulations  
15 in conjunction with Section 10177(d) of the Code;

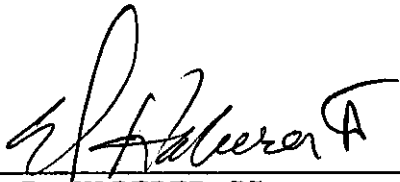
16 (d) as to Paragraph IX(d) and Respondent IGL under  
17 Section 10145 of the Code and Section 2832 of the Regulations in  
18 conjunction with Section 10177(d) of the Code;

19 (e) as to Paragraph IX(e) and Respondent IGL under  
20 Section 10085 of the Code and 2970 of the Regulations in  
21 conjunction with Section 10177(d) of the Code;

22 (f) as to Paragraph IX(f) and Respondent IGL under  
23 Section 10238(d) of the Code in conjunction with Section 10177d)  
24 of the Code; and,

25 (g) as to Paragraph X and Respondent LEWIS under  
26 Section 10159.2 of the Code in conjunction with Sections  
27 10177(g), 10177(h), and 10177(d) of the Code.

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

8  
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10  
11             
12           E. J. HABERER II  
13           Deputy Real Estate Commissioner  
14

15       Dated at Oakland, California  
16       this 25<sup>th</sup> day of July, 2007.  
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