

1 DEPARTMENT OF REAL ESTATE
2 P. O. Box 187007
3 Sacramento, CA 95818-7007
4 Telephone: (916) 227-0789

FILED

AUG 19 2008

DEPARTMENT OF REAL ESTATE

By H. Contreras

8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of)
12) NO. H-10246 SF
13 BRYN MAWR MANAGEMENT COMPANY, INC.,)
14 a Corporation, and) STIPULATION AND AGREEMENT
15 NAJI AZIZ RAAD,) IN SETTLEMENT
16) AND ORDER
17 Respondents.)

18 It is hereby stipulated by and between Respondent
19 NAJI AZIZ RAAD (herein "Respondent RAAD"), by and through J. Anne
20 Rawlins, attorney of record herein for Respondent RAAD, and the
21 Complainant, acting by and through Mary F. Clarke, Counsel for
22 the Department of Real Estate (herein "the Department"), as
23 follows for the purpose of settling and disposing of the
24 Accusation filed on November 19, 2007, in this matter (herein
25 "the Accusation"):

26 1. All issues which were to be contested and all
27 evidence which was to be presented by Complainant and Respondent
28 RAAD at a formal hearing on the Accusation, which hearing was to
29 be held in accordance with the provisions of the Administrative
30 Procedure Act (APA), shall instead and in place thereof be

1 submitted solely on the basis of the provisions of this
2 Stipulation and Agreement in Settlement.

3 2. Respondent RAAD has received, read and understands
4 the Statement to Respondent, the Discovery Provisions of the APA
5 and the Accusation filed by the Department in this proceeding.

6 3. A Notice of Defense was filed on December 31, 2007
7 by Respondent RAAD, pursuant to Section 11505 of the Government
8 Code for the purpose of requesting a hearing on the allegations
9 in the Accusation. Respondent RAAD hereby freely and voluntarily
10 withdraws said Notice of Defense. Respondent RAAD acknowledges
11 that he understands that by withdrawing said Notice of Defense he
12 will thereby waive his right to require the Real Estate
13 Commissioner (herein the "Commissioner") to prove the allegations
14 in the Accusation at a contested hearing held in accordance with
15 the provisions of the APA and that he will waive other rights
16 afforded to him in connection with the hearing such as the right
17 to present evidence in defense of the allegations in the
18 Accusation and the right to cross-examine witnesses.

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

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

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

18 7. Respondent RAAD understands that by agreeing to
19 this Stipulation and Agreement, Respondent RAAD jointly and
20 severally agrees to pay, pursuant to Section 10148 of the
21 California Business and Professions Code (herein "Code"), the
22 cost of the audit which resulted in the determination that
23 Respondent RAAD committed the trust fund violations found in
24 paragraph I, below, of the Determination of Issues. The amount
25 of said costs is \$7,573.92. Respondent RAAD shall pay such
26 cost, jointly and severally with BRYN MAWR MANAGEMENT COMPANY,
27 INC. (herein "BMMC") within 60 days of receiving an invoice from

1 the Commissioner detailing the activities performed during the
2 audit and the amount of time spent performing those activities.

3 DETERMINATION OF ISSUES

4 The acts and omissions of Respondent RAAD as described
5 in the Accusation are grounds for the suspension or revocation
6 of the licenses and license rights of Respondent RAAD as to
7 Paragraph X under Sections 10159.2, 10177(g) and (h) of the Code
8 in conjunction with Section 10177(d) of the Code.

9 ORDER

10 A. All licenses and licensing rights of Respondent
11 RAAD under the Real Estate Law are suspended until such time as
12 Respondent RAAD provides proof satisfactory to the Commissioner
13 that Respondent RAAD has, within one hundred twenty (120) days
14 prior to the effective date of the Decision herein completed
15 the continuing education course on trust fund accounting and
16 handling specified in subdivision (a) of Section 10170.5 of the
17 Code.

18 B. All licenses and licensing rights of Respondent
19 RAAD under the Real Estate Law are suspended for a period of
20 sixty (60) days from the effective date of this Order; provided,
21 however, that:

22 1. Thirty (30) days of said suspension shall be
23 stayed for two (2) years upon the following terms and conditions:

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

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

9 2. The remaining thirty (30) days of said sixty
10 (60) day suspension shall be stayed upon the condition that
11 Respondent RAAD petition pursuant to Section 10175.2 of the Code
12 and pay a monetary penalty pursuant to Section 10175.2 of the
13 Code at a rate of \$100.00 for each day of the suspension for a
14 total monetary penalty of \$3,000.00:

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

20 (b) No further cause for disciplinary action
21 against the real estate licenses of said Respondent RAAD occurs
22 within two (2) years from the effective date of the decision in
23 this matter.

24 (c) If Respondent RAAD fails to pay the
25 monetary penalty as provided above prior to the effective date
26 of this Order, the stay of the suspension shall be vacated as to
27 Respondent RAAD and the order of suspension shall be immediately

1 executed, under this Paragraph of this Order, in which event
2 Respondent RAAD shall not be entitled to any repayment nor
3 credit, prorated or otherwise, for the money paid to the
4 Department under the terms of this Order.

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

12 3. Respondent RAAD shall, within 60 days of receiving
13 an invoice thereof from the Commissioner, pay (jointly and
14 severally with BMMC) the Commissioner's costs in the amount of
15 \$7,573.92 of the audit conducted pursuant to Section of 10148 of
16 the Code that resulted in the determination that Respondent RAAD
17 committed the violations described in the Determination of
18 Issues, above. If Respondent RAAD fails to pay such cost within
19 the 60 days, the Commissioner may in his discretion indefinitely
20 suspend all license and licensing rights of Respondent RAAD
21 under the Real Estate Law until payment is made in full or until
22 Respondent RAAD enters into an agreement satisfactory to the
23 Commissioner to provide for payment. Upon payment in full, any
24 indefinite suspension provided in this paragraph shall be stayed.

25 4-29-08

26 DATED

27 MARY F. CLARKE, Counsel
DEPARTMENT OF REAL ESTATE

* * *

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

12 4/25/08

13 DATED

12 Naji Aziz Raad
13 NAJI AZIZ RAAD, Respondent

14 * * *

15 I have reviewed the Stipulation and Agreement as to
16 form and content and have advised my client accordingly.

17 4/24/08
18 DATED

17 J. Anne Rawlins
18 J. ANNE RAWLINS
19 Attorney for Respondent

20 * * *

21 The foregoing Stipulation and Agreement is hereby
22 adopted by me as my Decision in this matter and shall become
23 effective at 12 o'clock noon on September 8, 2008.

24 IT IS SO ORDERED 8/17, 2008.

25 JEFF DAVI
26 Real Estate Commissioner

27 Barbara J. Bigby
BY: Barbara J. Bigby

Chief Deputy Commissioner NAJIZ RAAD, Only

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DEPARTMENT OF REAL ESTATE

By K. Contreras

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9 STATE OF CALIFORNIA
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11 In the Matter of the Accusation of)
12) NO. H-10246 SF
13 BRYN MAWR MANAGEMENT COMPANY, INC.,)
14 a Corporation, and) STIPULATION AND AGREEMENT
15 NAJI AZIZ RAAD,) IN SETTLEMENT
16) AND ORDER
17 Respondents.)

18 It is hereby stipulated by and between Respondent
19 BRYN MAWR MANAGEMENT COMPANY, INC. (herein "Respondent BMMC"),
20 by and through Mary E. Work, attorney of record herein for
21 Respondent BMMC, and the Complainant, acting by and through
22 Mary F. Clarke, Counsel for the Department of Real Estate (herein
23 "the Department"), as follows for the purpose of settling and
24 disposing of the Accusation filed on November 19, 2007, in this
25 matter (herein "the Accusation"):

26 1. All issues which were to be contested and all
27 evidence which was to be presented by Complainant and Respondent
BMMC at a formal hearing on the Accusation, which hearing was to
be held in accordance with the provisions of the Administrative
Procedure Act (APA), shall instead and in place thereof be

1 submitted solely on the basis of the provisions of this
2 Stipulation and Agreement in Settlement.

3 2. Respondent BMMC has received, read and understands
4 the Statement to Respondent, the Discovery Provisions of the APA
5 and the Accusation filed by the Department in this proceeding.

6 3. A Notice of Defense was filed on December 24, 2007,
7 by Respondent BMMC, pursuant to Section 11505 of the Government
8 Code for the purpose of requesting a hearing on the allegations
9 in the Accusation. Respondent BMMC hereby freely and voluntarily
10 withdraws said Notice of Defense. Respondent BMMC acknowledges
11 that it understands that by withdrawing said Notice of Defense it
12 will thereby waive its right to require the Real Estate
13 Commissioner (herein the "Commissioner") to prove the allegations
14 in the Accusation at a contested hearing held in accordance with
15 the provisions of the APA and that it will waive other rights
16 afforded to it in connection with the hearing such as the right
17 to present evidence in defense of the allegations in the
18 Accusation and the right to cross-examine witnesses.

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

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

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

18 7. Respondent BMMC understands that by agreeing to
19 this Stipulation and Agreement, Respondent BMMC and NAJI AZIZ
20 RAAD (herein "RAAD") jointly and severally agree to pay,
21 pursuant to Section 10148 of the California Business and
22 Professions Code (herein the "Code"), the cost of the audit
23 which resulted in the determination that Respondent BMMC
24 committed the trust fund violations found below in the
25 Determination of Issues. The amount of said costs is \$7,573.92.
26 Respondent BMMC and RAAD shall pay such cost, jointly and
27 severally, within 60 days of receiving an invoice from the

1 Commissioner detailing the activities performed during the audit
2 and the amount of time spent performing those activities.

3 8. Respondent BMMC further understands that by
4 agreeing to this Stipulation and Agreement in Settlement, the
5 findings set forth below in the Determination of Issues become
6 final, and that the Commissioner may charge said Respondent BMMC
7 for the costs of any audit conducted pursuant to Section 10148
8 of the Code to determine if the trust fund violations found
9 below in the Determination of Issues have been corrected. The
10 maximum costs of said audit shall not exceed \$7,573.92.
11 Respondent BMMC shall pay such cost within 60 days of receiving
12 an invoice from the Commissioner detailing the activities
13 performed during the audit and the amount of time spent
14 performing those activities.

15 DETERMINATION OF ISSUES

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

22 (a) as to Paragraph IX(a) and under Section 10145 of
23 the Code and Section 2831 of the Regulations in conjunction with
24 Section 10177(d) of the Code;

25 (b) as to Paragraph IX(b) under Section 10145 of the
26 Code and Section 2831.1 of the Regulations in conjunction with
27 Section 10177(d) of the Code; and,

1 (c) as to Paragraph IX(c) under Section 10145 of the
2 Code and Section 2831.2 of the Regulations in conjunction with
3 Section 10177(d) of the Code.

4 ORDER

5 All licenses and licensing rights of Respondent BMMC
6 under the Real Estate Law are suspended for a period of fifteen
7 (15) days from the effective date of the Decision herein;
8 provided, however:

9 1. The fifteen (15) day suspension shall be stayed
10 upon condition that:

11 (a) No final subsequent determination be made,
12 after hearing or upon stipulation, that cause for disciplinary
13 action against Respondent BMMC occurred within two (2) years of
14 the effective date of the Decision herein.

15 (b) Should such a determination be made, the
16 Commissioner may, in his discretion, vacate and set aside the
17 stay order, and order the execution of all or any part of the
18 stayed suspension.

19 (c) If no order vacating the stay is issued, and
20 if no further cause for disciplinary action against the real
21 estate license of Respondent BMMC occurs within two (2) years
22 from the effective date of the Decision, then the stay hereby
23 granted shall become permanent.

24 2. Respondent BMMC shall, within 60 days of receiving
25 an invoice thereof from the Commissioner, pay (jointly and
26 severally with RAAD) the Commissioner's costs in the amount of
27 \$7,573.92 of the audit conducted pursuant to Section of 10148 of

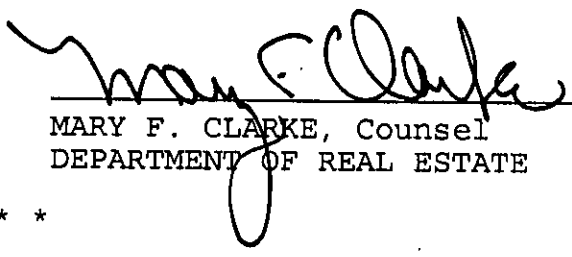
1 the Code that resulted in the determination that Respondent BMMC
2 committed the violations described in the Determination of
3 Issues, above. If Respondent BMMC fails to pay such cost within
4 the 60 days, the Commissioner may in his discretion indefinitely
5 suspend all license and licensing rights of Respondent BMMC
6 under the Real Estate Law until payment is made in full or until
7 Respondent BMMC enters into an agreement satisfactory to the
8 Commissioner to provide for payment. Upon payment in full, any
9 indefinite suspension provided in this paragraph shall be
10 stayed.

11 3. Respondent BMMC shall pay the Commissioner's
12 costs, not to exceed \$7,573.92, of any audit conducted pursuant
13 to Section 10148 of the Code to determine if Respondent BMMC has
14 corrected the violations described in the Determination of
15 Issues, above. In calculating the amount of the Commissioner's
16 reasonable cost, the Commissioner may use the estimated average
17 hourly salary for all persons performing audits of real estate
18 brokers, and shall include an allocation for travel time to and
19 from the auditor's place of work. Respondent BMMC shall pay
20 such cost within 60 days of receiving an invoice therefore from
21 the Commissioner detailing the activities performed during the
22 audit and the amount of time spent performing those activities.
23 If Respondent BMMC fails to pay such cost within the 60 days,
24 the Commissioner may in his discretion indefinitely suspend all
25 license and licensing rights of Respondent BMMC under the Real
26 Estate Law until payment is made in full or until Respondent
27 BMMC enters into an agreement satisfactory to the Commissioner

1 to provide for payment. Upon payment in full, the indefinite
2 suspension provided in this paragraph shall be stayed.

3
4 4-17-08

5 DATED

6 
MARY F. CLARKE, Counsel
DEPARTMENT OF REAL ESTATE

7 * * *

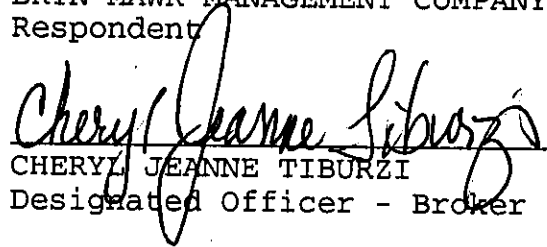
8 I have read the Stipulation and Agreement and have
9 discussed it with my attorney and its terms are understood by me
10 and are agreeable and acceptable to me. I understand that I am
11 waiving rights given to me by the California APA (including but
12 not limited to Sections 11506, 11508, 11509, and 11513 of the
13 Government Code), and I willingly, intelligently, and voluntarily
14 waive those rights, including the right of requiring the
15 Commissioner to prove the allegations in the Accusation at a
16 hearing at which I would have the right to cross-examine
17 witnesses against me and to present evidence in defense and
18 mitigation of the charges.

19 BRYN MAWR MANAGEMENT COMPANY, INC.
Respondent

20 4/10/08

21 DATED

22 By:

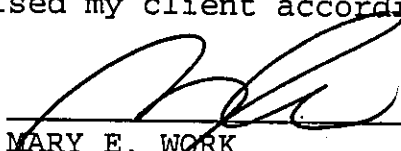
23 
CHERYL JEANNE TIBURZI
Designated Officer - Broker

24 * * *

25 I have reviewed the Stipulation and Agreement as to
26 form and content and have advised my client accordingly.

27 4/16/08

DATED


MARY E. WORK
Attorney for Respondent BMMC

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The foregoing Stipulation and Agreement is hereby
adopted by me as my Decision in this matter and shall become
effective at 12 o'clock noon on September 8 , 2008.

IT IS SO ORDERED 2/17, 2008.

JEFF DAVIS
Real Estate Commissioner

Wassara J. P. Dufur

BY: Barbara J. Bigby
Chief Deputy Commissioner

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

Telephone: (916) 227-0789
-or- (916) 227-0780 (Direct)

FILED

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DEPARTMENT OF REAL ESTATE

By K. Contreras

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of)

BRYN MAWR MANAGEMENT)
COMPANY, INC.,)

NO. H-10246 SF

A Corporation, and,)
NAJI AZIZ RAAD,)

ACCUSATION

Respondents.)

The Complainant, E. J. HABERER II, a Deputy Real Estate Commissioner of the State of California, for cause of Accusation against BRYN MAWR MANAGEMENT COMPANY, INC., a Corporation (herein "BMMC") and NAJI AZIZ RAAD (herein "RAAD"), 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.

II

At all times herein mentioned, Respondents BMMC and RAAD (herein "Respondents") were and now are licensed and/or have

1 license rights under the Real Estate Law (Part 1 of Division 4 of
2 the Business and Professions Code) (herein "the Code").

3 III

4 At all times herein mentioned BMMC was and now is
5 licensed by the Department of Real Estate of the State of
6 California (herein "the Department") as a corporate real estate
7 broker by and through RAAD as designated officer-broker of BMMC
8 to qualify said corporation and to act for said corporation as a
9 real estate broker until on or about July 9, 2007, when RAAD
10 cancelled his designated officer-broker license with BMMC.

11 IV

12 At all times herein mentioned, RAAD was and now is
13 licensed by the Department as a real estate broker, individually
14 and as designated officer-broker of BMMC until on or about
15 July 9, 2007, when he cancelled his designated officer-broker
16 license with BMMC. As said designated officer-broker, RAAD was
17 at all times mentioned herein responsible pursuant to Section
18 10159.2 of the Code for the supervision of the activities of the
19 officers, agents, real estate licensees and employees of BMMC for
20 which a license is required.

21 V

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

1 Respondent and while acting within the course and scope of their
2 authority and employment.

3 VI

4 At all times herein mentioned Respondents engaged in
5 the business of, acted in the capacity of, advertised, or assumed
6 to act as real estate brokers within the State of California
7 within the meaning of Sections 10131(b) of the Code, including
8 the operation and conduct of a property management business with
9 the public wherein, on behalf of others, for compensation or in
10 expectation of compensation, Respondent leased or rented and
11 offered to lease or rent, and placed for rent, and solicited
12 listings of places for rent, and solicited for prospective
13 tenants of real property or improvements thereon, and collected
14 rents from real property or improvements thereon.

15 VII

16 In so acting as a real estate broker, as described in
17 Paragraph VI above, Respondent accepted or received funds in
18 trust (herein "trust funds") from or on behalf of owners,
19 tenants, and others in connection with the leasing, renting,
20 and collection of rents on real property or improvements thereon.

21 VIII

22 The aforesaid trust funds accepted or received by
23 Respondent were deposited or caused to be deposited by Respondent
24 into "BRYN MAWR MANAGEMENT TRUST DBA BMC ASSOCIATES INC. OPERATING
25 TRUST", account number 0321-07234 (herein "Trust #1") maintained by
26 Respondent BMBC for the handling of trust funds at San Francisco,
27 California, Redwood City Main Office branch of Bank of America.

IX

On or about between January 1, 2006 and on or about November 30, 2006, in connection with the collection and disbursement of said trust funds, Respondent BMMC:

- (a) failed to keep a columnar record in chronological sequence of all trust funds received and disbursed from Trust #1 containing all the information required by Section 2831 of Chapter 6, Title 10, California Code of Regulations (herein "the Regulations");
- (b) failed to keep a separate record for each beneficiary or transaction for Trust #1 containing all the information required by Section 2831.1 of the Regulations; and,
- (c) failed to reconcile at least once a month, the balance of all separate beneficiary or transaction records with Trust #1, as required by Section 2831.2 of the Regulations.

X

At all times mentioned herein, Respondent RAAD failed to exercise reasonable supervision over the acts of Respondent BMMC and its agents and employees in such a manner as to allow the acts and omissions on the part of BMMC, described above, to occur.

XI

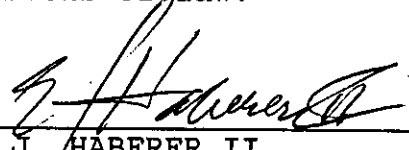
The facts alleged above are grounds for the suspension or revocation of the licenses and license rights of Respondents

1 BMMC and RAAD under the following provisions of the Code and/or
2 the Regulations:

- 3 (a) as to Paragraph IX(a) and Respondent BMMC under
4 Section 10145 of the Code and Section 2831 of the
5 Regulations in conjunction with Section 10177(d) of
6 the Code;
- 7 (b) as to Paragraph IX(b) and Respondent BMMC under
8 Section 10145 of the Code and Section 2831.1 of the
9 Regulations in conjunction with Section 10177(d) of
10 the Code;
- 11 (c) as to Paragraph IX(c) and Respondent BMMC under
12 Section 10145 of the Code and Section 2831.2 of the
13 Regulations in conjunction with Section 10177(d) of
14 the Code; and,
- 15 (d) as to Paragraph X and Respondent RAAD under Section
16 10159.2 of the Code in conjunction with Sections
17 10177(g), 10177(h), and 10177(d) of the Code.

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

25
26 Dated at Oakland, California
27 this 31st day of October, 2007.


E. J. HABERER II
Deputy Real Estate Commissioner