



1 Coldwell Banker Residential Real Estate Services. The designated officer of Valley for the  
2 period December 30, 2008 through the present was and is Mary Kathleen Rybolt (Rybolt).  
3 From February 29, 2012, through December 19, 2012, Respondent was licensed under the  
4 corporate real estate broker license of NRT West, Inc, dba Coldwell Banker Residential Real  
5 Estate. From December 21, 2012, through the present, Respondent is licensed under the  
6 corporate real estate broker license of Sereno Properties.

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8 At all times during the year 2011, Respondent, acting for and on behalf of Valley,  
9 engaged in the business of, acted in the capacity of, advertised, or assumed to act as a real estate  
10 broker within the State of California within the meaning of Section 10131(a) of the Code,  
11 wherein Respondent, acting on behalf of others, and for or in expectation of compensation, sold  
12 and offered to sell, bought and offered to buy, solicited prospective sellers and purchasers of,  
13 solicited and obtained listings of, and negotiated the purchase and sale of real property.

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15 On or about May 13, 2011, Respondent, acting on behalf of Valley, entered into  
16 an Exclusive Authorization and Right to Sell agreement (the listing contract) with Gary C. and  
17 William F. (Sellers) for their real property located at 777 San Antonio Rd., #4, Palo Alto, CA  
18 (the property). By its terms, the listing agreement was not to be submitted to the Multiple  
19 Listing Service (MLS) until June 22, 2011. The listing period was 180 days and the sale price  
20 was "to be determined by Seller". Respondent signed the listing agreement on behalf of Valley.

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22 On or about June 20, 2011, a Residential Purchase Agreement to purchase the  
23 property was submitted to Respondent by prospective buyer Lu P. (the Lu offer) through Lu's  
24 agent, Ken Nguyen of The Agent Network, Inc. The terms of the Lu offer included the  
25 following:

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- 1 - the purchase price was to be \$520,000;
- 2 - Lu would provide a \$15,600 deposit, to be increased to \$114,400 before close
- 3 of escrow, and the balance of \$390,000 to be paid from the proceeds of a first
- 4 loan with interest not to exceed 5.5%;
- 5 - close of escrow was to be 35 days after acceptance of Lu's offer.

6 On or about June 21, 2011, the Sellers accepted Lu's offer.

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8 On or about July 18, 2011, the escrow which was opened for the sale of the  
9 property from Sellers to Lu was canceled, and the Sellers released Lu's deposit from escrow.

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11 Also on July 18, 2011, Respondent presented an offer to purchase the property to  
12 Sellers from Mountain View Retirement LLC (the MVR offer). The terms of the MVR offer  
13 included the following:

- 14 - the purchase price was to be \$465,000;
- 15 - MVR would provide a \$10,000 deposit with the balance paid in cash;
- 16 - Close of escrow was to be on August 18, 2011.

17 The signature of the Buyer on the MVR offer was handwritten as follows: "Mountain View  
18 Retirement LLC", however no individual's name was entered as a person signing the offer on  
19 behalf of MVR. The Buyer's agent on the MVR offer was entered as "Ric Parker", and  
20 Respondent's name was entered as the Seller's agent.

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22 On or about July 22, 2011, escrow for the sale of the property to MVR closed.  
23 The purchase price payable to Sellers, as reflected on the Settlement Statements for the  
24 transaction, had been adjusted to the amount of \$455,000.00, and Respondent was paid a  
25 commission of approximately \$18,300 for his role(s) in the transaction.

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At no time during the negotiations for MVR's purchase of the property did Respondent disclose to the Sellers that he was a member and managing principal of MVR, whose business was represented to the California Secretary of State as "real estate investment".

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After having made no improvements on the property, on or about September 19, 2011, MVR sold the property to Katherine R. for a purchase price of \$530,000.

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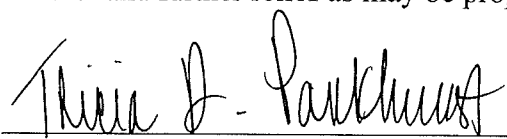
The acts and omissions described above constituted fraud and dishonest dealing and are cause for the suspension or revocation of all licenses and license rights of Respondent pursuant to the provisions of Section 10176(i) of the Code.

COST RECOVERY

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Section 10106 of the Code provides, in pertinent part, that in any order issued in resolution of a disciplinary proceeding before the Bureau, the 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 Real Estate Law (Part 1 of Division 4 of the Business and Professions Code), for the costs of investigation and enforcement as permitted by law, and for such other and further relief as may be proper under other provisions of law.

  
TRICIA D. PARKHURST  
Deputy Real Estate Commissioner

Dated at Sacramento, California,  
this 7<sup>th</sup> day of June, 2014.