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FILED

NOV 21 2017

BUREAU OF REAL ESTATE

By H. Diaz

8 BEFORE THE BUREAU OF REAL ESTATE

9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of:

12 EDNA S. MARR, CONRADO DAVID
13 SALAZAR MAMARIL, and GLOBAL
14 PROPERTIES AND FINANCIAL SERVICES,
15 Respondents.

No. H- 12147 SF

ACCUSATION

16 The Complainant, ROBIN S. TANNER, in her official capacity as a Supervising
17 Special Investigator of the State of California, Bureau of Real Estate ("Bureau") for cause of
18 Accusation against EDNA S. MARR ("MARR"), CONRADO DAVID SALAZAR MAMARIL
19 ("C. MAMARIL"), and GLOBAL PROPERTIES AND FINANCIAL SERVICES
20 ("GLOBAL"), (collectively "Respondents"), is informed and alleges as follows:

21 GENERAL ALLEGATIONS

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23 MARR is presently licensed by the Bureau and/or has license rights under
24 the Real Estate Law, Part 1 of Division 4 of the California Business and Professions Code
25 ("Code"), as a real estate salesperson.

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GLOBAL is presently licensed by the Bureau and/or has license rights under the Real Estate Law, Part 1 of Division 4 of the Code, as a corporate real estate broker.

From on or about January 9, 2012, through November 13, 2015, C. MAMARIL was the Designated Officer broker of GLOBAL.

On or about October 1, 2016, C. MAMARIL'S real estate broker license expired.

Starting on or about November 13, 2015, through the present, JOSE CARLOS MAMARIL was and is the Designated Officer of GLOBAL.

At all relevant times herein mentioned, C. MAMARIL was the Designated Officer for GLOBAL.

Whenever reference is made in this Accusation to an act or omission of GLOBAL, such allegation shall be deemed to mean that the employees, agents and real estate licensees employed by or associated with GLOBAL committed such act or omission while engaged in furtherance of the business or operations of GLOBAL and while acting within the course and scope of their authority and employment.

Whenever reference is made in this Accusation to an act or omission of MARR, such allegation shall be deemed to mean that MARR committed such act or omission while engaged in furtherance of the business or operations of GLOBAL and while acting within the course and scope of her authority and employment.

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2 In or around January 2015, Respondents started representing SHELLA C.
3 (“SHELLA”) and ELENA C. (“MARIA”) in the sale of a property located at 1667 Via Barrett,
4 San Lorenzo, CA (“San Lorenzo Property”) owned by SHELLA and MARIA.

6 The following individuals lived at the San Lorenzo Property in or around January
7 2015: SHELLA; SHELLA’s mother, Juanita C.; MARIA; and MARIA’s husband and three
8 children.

10 In or around January 2015, SHELLA represented to MARR that the sale of the
11 San Lorenzo Property was necessarily contingent on SHELLA finding a replacement property.

13 On or about February 2, 2015, MARR obtained a credit check on SHELLA,
14 which reflected an Equifax credit score of 597, an Experian credit score of 577, and a
15 TranUnion credit score 622. Among other things, SHELLA’s credit report also reflected,
16 “serious delinquency,” “proportion of balances to credit limits too high,” and “revolving
17 accounts.”

19 At all relevant times herein mentioned, GLOBAL and C. MAMARIL failed to
20 establish for their employees and/or associates a system for monitoring compliance with
21 policies, rules, procedures and systems.

22 LICENSED ACTIVITY

24 At all times herein mentioned, Respondents engaged in the business of, acted in
25 the capacity of, advertised, or assumed to act as a real estate broker within the meaning of
26 Section 10131(a) of the Code, in that Respondents performed licensed activities in the State of
27 California for or in expectation of compensation, including the operation and conduct of a real

1 estate brokerage that included the sale or offer of sale, purchase or offer of purchase, solicitation
2 of prospective sellers and purchasers of, solicitation or obtaining listings of, or negotiations of
3 the purchase, sale or exchange of real property or a business opportunity.

4 15

5 At all times herein mentioned, while engaging in the real estate activities
6 described above in Paragraph 14, pursuant to the requirements of Section 10159.2 of the Code
7 and Section 2725 of Title 10 of the Regulations of the Real Estate Commissioner
8 (“Regulations”), C. MAMARIL was responsible for exercising reasonable supervision over the
9 activities of their employees and/or associates, including, but not limited to MARR. Reasonable
10 supervision includes the establishment of policies, rules, procedures and system of review, for
11 the purpose of overseeing and managing the activities of salespersons.

12 FIRST CAUSE OF ACTION

13 **(The fraudulently created and/or altered Residential Listing Agreement No. 1.)**

14 16

15 Each and every allegation in Paragraphs 1 through 15, inclusive, is incorporated
16 by this reference as if fully set forth herein.

17 17

18 On or about February 8, 2015, SHELLA purportedly signed Residential Listing
19 Agreement No. 1 (“RLA No. 1”), providing for a listing price of \$479,880, giving GLOBAL the
20 exclusive right to sell the San Lorenzo Property.

21 18

22 Respondents failed to provide SHELLA with a copy of RLA No.1 at the time
23 SHELLA signed the document.

24 19

25 RLA No. 1 guaranteed a commission of six percent of the listing price to the
26 broker of record, and further authorized Respondents to pay two-percent of the sales price to any
27 cooperating broker(s).

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RLA No. 1 omitted a termination date for the "Listing Period," which commenced on February 8, 2015.

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RLA No. 1 was purportedly signed by SHELLA and MARR on February 8, 2015.

22

SHELLA contends she did not sign RLA No.1 until on or after February 13, 2015.

23

At the time SHELLA signed RLA No. 1, on or after February 13, 2015, she was instructed by MARR to omit the signature date.

24

Complainant is informed and believes and thereon alleges that MARR fraudulently and/or negligently, and without the knowledge, permission, consent, and/or approval of SHELLA and/or MARIA back-dated RLA No. 1, thereby intentionally and/or negligently misrepresenting the signature date.

SECOND CAUSE OF ACTION

(The fraudulently created and/or altered Amended Listing Agreement No. 1.)

25

Each and every allegation in Paragraphs 1 through 15, inclusive, is incorporated by this reference as if fully set forth herein.

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During the course and scope of the investigation, Complainant discovered two versions of RLA No. 1, with both versions bearing an identical signature page.

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The second version of RLA No. 1 (“Amended RLA No.1”) indentified a termination date of August 8, 2015, for the “Listing Period.”

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Amended RLA No. 1 further authorized Respondents to pay two-and-a-half percent of the total sale price of the San Lorenzo Property to any cooperating broker(s).

29

Complainant is informed and believes and thereon alleges that MARR fraudulently and/or negligently created and/or altered Amended RLA No. 1, without the knowledge, permission, consent, and/or approval of SHELLA and/or MARIA.

THIRD CAUSE OF ACTION

(MARR failed to obtain pre-approval for SHELLA for the purchase of a replacement property prior to executing RLA No. 1.)

30

Each and every allegation in Paragraphs 1 through 15, inclusive, is incorporated by this reference as if fully set forth herein.

31

As of February 8, 2015, the purported execution date of RLA No. 1, MARR had not obtained a lender pre-approval letter for SHELLA.

32

On or about February 25, 2015, Stonegate Mortgage pre-approved SHELLA for a loan in the amount of \$244,200.

33

Complainant is informed and believes and thereon alleges that MARR acted negligently, and/or failed to fulfill her fiduciary duties, by advising SHELLA to execute RLA No. 1, notwithstanding SHELLA’s low-credit rating, and prior to securing pre-approval for a loan.

1 FOURTH CAUSE OF ACTION

2 **(Respondents failed to disclose at least two offers to SHELLA and/or MARIA.)**

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4 Each and every allegation in Paragraphs 1 through 15, inclusive, is incorporated
5 by this reference as if fully set forth herein.

6 35

7 On or about March 1, 2015, MARR prepared on behalf of Yuling R. and Shun H.
8 (collectively "Yuling/Shun") a Residential Purchase Agreement and Joint Escrow Instructions,
9 an offer to purchase the San Lorenzo Property for \$480,000, with one-percent of the purchase
10 price to be credited and applied by the seller to closing costs and/or repairs.

11 36

12 On or about March 1, 2015, Respondents represented Yuling/Shun and SHELLA
13 in the San Lorenzo Property transaction and were, therefore, acting as dual agents.

14 37

15 On or about March 2, 2015, Yuling/Shun signed the Residential Purchase
16 Agreement and Joint Escrow Instructions on the San Lorenzo Property.

17 38

18 MARR did not provide Yuling/Shun with a copy of the Residential Purchase
19 Agreement and Joint Escrow Instructions at the time it was signed.

20 39

21 On or about March 2, 2015, at 12:00 P.M., Chun C. and April A. (collectively
22 "Chun/April") executed an offer to purchase the San Lorenzo Property for \$495,000, with no
23 credit-back provision.

24 40

25 On or about March 2, 2015, at 4:22 P.M., Diana L. ("Diana") made an offer to
26 purchase the San Lorenzo Property for \$479,880.

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On or about March 2, 2015, at approximately 7:00 P.M., MARR accepted the Yuling/Shun offer.

42

MARR failed to disclose to SHELLA and/or MARIA the offers from Chun/April and Diana at the time she advised SHELLA and/or MARIA to accept the Yuling/Shun offer.

43

As dual agents, Respondents stood to gain the full amount of the commission, approximately \$28,800, from the sale of the San Lorenzo Property.

44

Complainant is informed and believes, and thereon alleges that Respondents intentionally and/or negligently failed to disclose to SHELLA and/or MARIA at least two offers made by potential buyers on the San Lorenzo Property, resulting in a potential loss of approximately \$19,800 to SHELLA.

FIFTH CAUSE OF ACTION

(The fraudulently created and/or altered Addendum No. 3 for the sale of the San Lorenzo Property.)

45

Each and every allegation in Paragraphs 1 through 15 inclusive, is incorporated by this reference as if fully set forth herein.

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On or about March 2, 2015, SHELLA signed a California Residential Purchase Agreement and Escrow Instructions, an offer, to purchase a property located at 260 Sunset Blvd., Hayward, CA ("Hayward Property").

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On or about March 2, 2015, in connection with purchase of the Hayward Property, SHELLA also signed a Contingency for Sale or Purchase of Other Property.

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On or about March 2, 2015, the same day the Yuling/Shun offer was accepted on the San Lorenzo Property, Yuling/Shun executed Addendum No. 1 to the San Lorenzo Property, which allowed SHELLA to continue renting the San Lorenzo Property until she obtained another replacement property, not to exceed 90 days.

49

On or about March 14, 2015, MARR caused to be prepared Addendum No. 2 to the San Lorenzo Property transaction, wherein all the terms of Addendum No. 1 remained the same, including the 90-day rent-back provision, except that Addendum No. 2 added MARIA as a seller.

50

On or about March 20, 2015, MARR caused to be prepared Addendum No. 3 to the San Lorenzo Property transaction, which reduced SHELLA's rent-back provision from 90 days to 60 days.

51

Complainant is informed and believes and thereon alleges that MARR fraudulently prepared, altered, and/or signed SHELLA's and MARIA's names on Addendum No. 3, without the knowledge, permission, consent, and/or approval of either SHELLA and/or MARIA.

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On or about April 29, 2015, Stewart Title closed escrow on the San Lorenzo Property despite SHELLA's objection and failure to obtain another replacement property.

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As dual agents, Respondents stood to gain the full amount of the commission, a total of \$28,800.

SIXTH CAUSE OF ACTION

(The fraudulently created and/or altered Check No. 1505.)

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Each and every allegation in Paragraphs 1 through 15, inclusive, is incorporated by this reference as if fully set forth herein.

55

On or around February 25, 2015, MARR prepared on behalf of SHELLA a California Residential Purchase and Joint Escrow Instructions, an offer to purchase a property located at 270 Estabrook, San Leandro, CA ("Estabrook Property") in the amount of \$339,880, with an earnest money deposit of \$3,500.

56

On or about February 25, 2015, SHELLA provided MARR with a signed check, Check No. 1505.

57

On or about February 25, 2015, in connection with the purchase of Estabrook Property, and without the knowledge, permission, consent, and/or approval of SHELLA, MARR made a copy of Check No. 1505, and added the date, payee, and the amount of \$3,500 on the check.

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On or about February 25, 2015, MARR submitted an offer on behalf of SHELLA to purchase the Estabrook Property, along with a copy of Check No. 1505 in the amount of \$3,500 to be used as an earnest money deposit.

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At no time prior to submitting the copy of Check No. 1505, did MARR confirm with SHELLA that the funds of \$3,500 were available.

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On or around March 2, 2015, MARR prepared on behalf of SHELLA a California Residential Purchase and Joint Escrow Instructions, an offer to purchase a property located at 260 Sunset Blvd., Hayward, CA ("Hayward Property") in the amount of \$268,800, with an earnest money deposit of \$3,000.

61

On or about March 2, 2015, in connection with the purchase of Hayward Property, and without the knowledge, permission, consent, and/or approval of SHELLA, MARR made a copy of Check No. 1505, and added the date, payee, and the amount of \$3,000 on the check.

62

On or about March 2, 2015, MARR submitted an offer on behalf of SHELLA to purchase the Hayward Property, along with a copy of Check No. 1505 in the amount of \$3,000.

63

At no time prior to submitting the copy of Check No. 1505, did MARR confirm with SHELLA that the funds of \$3,000 were available.

64

On or about March 9, 2015, SHELLA signed a California Residential Purchase Agreement and Joint Escrow Instructions to purchase the property located a 1420 Thrush Ave., San Leandro, CA ("Thrush Property") in the amount of \$269,000, with an earnest money deposit of \$2,690.

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On or about March 9, 2015, MARR submitted the Thrush Property offer, which was accompanied by a copy of Check No. 1505, made payable to "Title TBD" in the amount of \$2,690.

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At no time prior to submitting the copy of Check No. 1505, did MARR confirm with SHELLA that the funds of \$2,690 were available.

67

Complainant is informed and believes, and thereon alleges that on February 25, 2015, MARR, without the knowledge, permission, consent, and/or approval of SHELLA, completed and/or altered Check No 1505, in effect, contractually binding SHELLA to the offer on the Estabrook Property and the payment of the \$3,500 earnest money deposit.

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Complainant is informed and believes, and thereon alleges that on March 2, 2015, MARR, without the knowledge, permission, consent, and/or approval of SHELLA, completed and/or altered Check No 1505, in effect, contractually binding SHELLA to the offer on the Hayward Property and payment of the \$3,000 earnest money deposit.

69

Complainant is informed and believes, and thereon alleges that on March 10, 2015, MARR, without the knowledge, permission, consent, and/or approval of SHELLA, completed and/or altered Check No 1505, in effect, contractually binding SHELLA to the offer on the Thrush Property and the payment of \$2,690 earnest money deposit.

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On or about March 11, 2015, MARR represented to SHELLA that her offer on the Thrush Property was not accepted, but that her offer on the Hayward Property was accepted.

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2 On or about March 19, 2015, MARR notified SHELLA that SHELLA did not
3 qualify for a loan to purchase the Hayward Property because of "adverse impact" on SHELLA's
4 credit rating.

5 SEVENTH CAUSE OF ACTION

6 **(The fraudulently created and/or altered and/or signed Demand for Release of Deposit.)**

7 72

8 Each and every allegation in Paragraphs 1 through 15, inclusive, is incorporated
9 by this reference as if fully set forth herein.

10 73

11 On or about March 5, 2015, a Demand for Release of Deposit was purportedly
12 signed by SHELLA. The Demand for Release of Deposit would close SHELLA's San Lorenzo
13 Property escrow with Chicago Title Company so that it could be reopened with Stewart Title.

14 74

15 Complainant is informed and believes and thereon alleges that MARR
16 fraudulently signed SHELLA's name on the Demand for Release of Deposit, without the
17 knowledge, permission, consent, and/or approval of SHELLA.

18 GROUNDS FOR DISCIPLINE

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20 The acts and/or omissions of MARR, as alleged in the First Cause of Action,
21 above, Paragraphs 16 through 24, constitute grounds for the suspension or revocation of the
22 license and license rights of Respondents under Sections 10142 (failure to provide copy of
23 agreement at time signature was obtained), 10176(a) (making a substantial misrepresentation),
24 10176(i) (conduct that constitutes fraud or dishonest dealing), 10176(f) (claiming or demanding a
25 fee for compensation where the agreement does not contain a definite, specified date of final and
26 complete termination), 10177(d) (willful disregard of real estate laws), 10177(g) (demonstrated
27 negligence of incompetence in performing an act for which a license is required), and 10177(j)

1 (engaging in conduct that constitutes fraud or dishonest dealings) of the Code.

2 76

3 The acts and/or omissions of GLOBAL and C. MAMARIL, as alleged in the First
4 Cause of Action, above, Paragraphs 16 through 24, constitute grounds for the suspension or
5 revocation of the license and license rights of GLOBAL and C. MAMARIL under Sections
6 10142, 10176(f), 10177(d), 10177(g), and 10159.2 (failure to supervise) of the Code, in
7 conjunction with Section 2725 (failure to supervise) of the Regulations.

8 77

9 The acts and/or omissions of MARR, as alleged in the Second Cause of Action,
10 above, Paragraphs 25 through 29, constitute grounds for the suspension or revocation of the
11 license and license rights of MARR under Sections 10142, 10176(a), 10176(i), 10177(d),
12 10177(g), and 10177(j) of the Code.

13 78

14 The acts and/or omissions of GLOBAL and C. MAMARIL, as alleged in the
15 Second Cause of Action, above, Paragraphs 25 through 29, constitute grounds for the
16 suspension or revocation of the license and license rights of GLOBAL and C. MAMARIL under
17 Sections 10142, 10159.2, 10177(d), and 10177(g) of the Code, in conjunction with Section 2725
18 of the Regulations.

19 79

20 The acts and/or omissions of MARR, as alleged in the Third Cause of Action,
21 above, Paragraphs 30 through 33, constitute grounds for the suspension or revocation of the
22 license and license rights of MARR under Sections 10177(d) and 10177(g) of the Code.

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24 The acts and/or omissions of GLOBAL and C. MAMARIL, as alleged in the
25 Third Cause of Action, above, Paragraphs 30 through 33, constitute grounds for the suspension
26 or revocation of the license and license rights of GLOBAL and C. MAMARIL under Sections
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1 10159.2, 10177(d), and 10177(g) of the Code, in conjunction with Section 2725 of the
2 Regulations.

3 81

4 The acts and/or omissions of MARR, as alleged in the Fourth Cause of Action,
5 above, Paragraphs 34 through 44, constitute grounds for the suspension or revocation of the
6 license and license rights of MARR under Sections 10142, 10176(a), 10176(i), 10177(d),
7 10177(g), and 10177(j) of the Code.

8 82

9 The acts and/or omissions of GLOBAL and C. MAMARIL, as alleged in the
10 Fourth Cause of Action, above, Paragraphs 34 through 44, constitute grounds for the suspension
11 or revocation of the license and license rights of GLOBAL and C. MAMARIL under Sections
12 10142, 10159.2, 10176(a), 10176(i), 10176(j), 10177(d), 10177(g), and 10177(j) of the Code, in
13 conjunction with Section 2725 of the Regulations.

14 83

15 The acts and/or omissions of MARR, as alleged in the Fifth Cause of Action,
16 above, Paragraphs 45 through 53, constitute grounds for the suspension or revocation of the
17 license and license rights of MARR under Sections 10142, 10176(a), 10176(i), 10177(d),
18 10177(g), and 10177(j) of the Code.

19 84

20 The acts and/or omissions of GLOBAL and C. MAMARIL, as alleged in the
21 Fifth Cause of Action, above, Paragraphs 45 through 53, constitute grounds for the suspension
22 or revocation of the license and license rights of GLOBAL and C. MAMARIL under Sections
23 10142, 10159.2, 10177(d), and 10177(g) of the Code, in conjunction with Section 2725 of the
24 Regulations.

25 85

26 The acts and/or omissions of MARR, as alleged in the Sixth Cause of Action,
27 above, Paragraphs 54 through 71, constitute grounds for the suspension or revocation of the

1 license and license rights of MARR under Sections 10176(a), 10176(i), 10177(d), 10177(g), and
2 10177(j) of the Code.

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4 The acts and/or omissions of GLOBAL and C. MAMARIL, as alleged in the
5 Sixth Cause of Action, above, Paragraphs 54 through 71, constitute grounds for the suspension
6 or revocation of the license and license rights of GLOBAL and C. MAMARIL under Sections
7 10159.2, 10177(d), and 10177(g) of the Code, in conjunction with Section 2725 of the
8 Regulations.

9 87

10 The acts and/or omissions of MARR, as alleged in the Seventh Cause of Action,
11 above, Paragraphs 72 through 74, constitute grounds for the suspension or revocation of the
12 license and license rights of MARR under Sections 10142, 10176(a), 10176(i), 10177(d),
13 10177(g), and 10177(j) of the Code.

14 88

15 The acts and/or omissions of BLOBAL and C. MAMARIL, as alleged in the
16 Seventh Cause of Action, above, Paragraphs 72 through 74, constitute grounds for the
17 suspension or revocation of the license and license rights of GLOBAL and C. MAMARIL under
18 Sections 10142, 10159.2, 10177(d), and 10177(g) of the Code, in conjunction with Section 2725
19 of the Regulations.

20 MATTERS IN AGGRAVATION AS TO MARR

21 89

22 On or about May 3, 2012, an Accusation was filed against MARR in BRE Case
23 No. H-11366 SF, alleging grounds for the suspension or revocation of her real estate salesperson
24 license pursuant to Sections 10085, 10085.5, 10137, 10145, 10146, 10176(a), 10176(b),
25 10176(g), 10176(i), 10177(d) and 10177(g) of the Code, in conjunction with Section 2832,
26 2970, and 2972 of the Regulations.

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On or about October 29, 2012, MARR signed a Stipulation and Agreement, which became effective on November 20, 2012, wherein she admitted to the factual allegations made in the Accusation.

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As of November 20, 2012, pursuant to the Stipulation and Agreement, all license and license rights of MARR were suspended for a period of sixty days; provided, however, that sixty days of said suspension were stayed for two years upon the terms and conditions set forth in the Stipulation and Agreement.

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 revoking 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 cost of investigation and enforcement of this matter as permitted by law, and for such other and further relief as may be proper under other provisions of law.


ROBIN S. TANNER
Supervising Special Investigator

Dated at Oakland, California,
this 15th day of November, 2017.

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DISCOVERY DEMAND

Pursuant to Sections 11507.6, *et seq.* of the *Administrative Procedures Act*, the Department of Real Estate hereby makes demand for discovery pursuant to the guidelines set forth in the *Administrative Procedures Act*. Failure to provide Discovery to the Department of Real Estate may result in the exclusion of witnesses and documents at the hearing or other sanctions that the Office of Administrative Hearings deems appropriate.