

FILED

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DEPARTMENT OF REAL ESTATE

By *R. deW*

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BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

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11 In the Matter of the Accusation of:)
12 MARK ANTHONY TOGNOLI,) No. H-12312 SF
13 Respondent.) ACCUSATION
14)

15 The Complainant, ROBIN S. TANNER, in her official capacity as a Supervising
16 Special Investigator of the State of California, Department of Real Estate ("Department") for
17 cause of Accusation against MARK ANTHONY TOGNOLI ("Respondent"), is informed and
18 alleges as follows:

19 GENERAL ALLEGATIONS

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21 Respondent is presently licensed by the Department and/or has license rights
22 under the Real Estate Law, Part 1 of Division 4 of the California Business and Professions Code
23 ("Code"), as a real estate salesperson, RES No. 1951190.

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25 At all relevant times herein, Respondent worked under the corporate broker
26 license of BGSM, Inc., CREB License No. 01906450.

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2 On or about June 29, 2018, Respondent started working under the corporate
3 broker license of Intero Real Estate Services, Inc., CREB No. 01354442.

4 LICENSED ACTIVITY

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6 At all relevant times herein, Respondent engaged in the business of, acted in the
7 capacity of, advertised, or assumed to act as a real estate broker within the meaning of Section
8 10131(a) of the Code, in that Respondent performed licensed activities in the State of California
9 for or in expectation of compensation, including sale or offer of sale, purchase or offer of
10 purchase, solicitation of prospective sellers and purchasers of, solicitation or obtaining listings
11 of, or negotiations of the purchase, sale or exchange of real property or a business opportunity.

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13 At all relevant times herein, Respondent engaged in the business of, acted in the
14 capacity of, advertised, or assumed to act as a real estate broker within the meaning of Section
15 10131(b) of the Code, in that Respondent performed licensed activities in the State of California
16 for or in expectation of compensation, including lease or rent or offer to lease or rent, or place
17 for rent, or solicit listings for places of rent, or solicit for prospective tenants, or negotiate the
18 sale, purchase, or exchange of leases on real property, or on a business opportunity, or collect
19 rents from real property, or improvements thereon, or from business opportunities.

20 CAUSE OF ACTION

21 **(Fraud and/or Dishonest Dealings and/or Negligence)**

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

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26 On or about August 15, 2016, Respondent submitted an offer to purchase a
27 property located at 1201 Monte Diablo Ave., San Mateo, CA 94401 ("Monte Diablo Property")

1 on behalf of his client Coleman Family Estate, LLC (“CFE”). The Monte Diablo Property is an
2 apartment complex that currently goes by the name of The Marq at Shoreview.

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4 On or about August 15, 2016, CFE entered into a Residential Income Property
5 Purchase Agreement and Joint Escrow Instructions (“Purchase Agreement”) with Monte Diablo
6 LP (“Seller”) for the purchase of the Monte Diablo Property.

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8 Pursuant to the terms of the Purchase Agreement, CFE was to deposit \$50,000 in
9 escrow within three days of acceptance of the offer and an additional \$325,000 within seven
10 days of acceptance. CFE never made the initial \$50,000 deposit.

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12 On or about August 24, 2016, the title company received from CFE an
13 International Promissory Note, in the amount of \$26 million, for the full purchase price of the
14 Monte Diablo Property. The title company denied escrow on the basis that the International
15 Promissory Note was not valid tender.

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17 On or about August 25, 2016, the Seller submitted to CFE a Notice to Buyer to
18 Perform, threatening to cancel the transaction if CFE did not provide valid tender by August 27,
19 2016.

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21 On or about August 30, 2016, the Seller canceled the Purchase Agreement after
22 CFE failed to make timely payment of the initial deposit.

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24 On or about September 1, 2016, CFE recorded two liens against the Monte
25 Diablo Property.

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On or about October 5, 2016, the Seller sued CFE to remove the liens described above in Paragraph 13.

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As of August 30, 2016, Respondent knew or should have known that seller of the Monte Diablo Property canceled the Purchase Agreement with CFE.

16

As of September 1, 2016, Respondent knew or should have known about the two liens described above in Paragraph 13.

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As of October 5, 2016, Respondent knew or should have known about the lawsuit described above in Paragraph 14.

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On or about October 24, 2016, Respondent went to the Monte Diablo Property and introduced himself to Claudia L., the resident manager. Respondent represented to Claudia L. that the property recently sold and that he was representing the new owners, CFE, who would be taking ownership of the property starting November 2016. Respondent demanded that Claudia L. provide him with particulars of the property, including details about the tenants and rent. Respondent also demanded keys.

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On or about November 30, 2016, Respondent entered the Monte Diablo Property and posted a notice on the door of most of the apartments, stating that the building had been sold and that CFE was the new owner. The note further instructed the tenants to direct all rent payments to Westmoor Associates, the new management company.

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Complainant is informed, believes, and thereon alleges that Respondent fraudulently and/or negligently made the representations described above in Paragraph 18 to

1 licenses and license rights of Respondent under the Real Estate Law (Part 1 of Division 4 of the
2 Business and Professions Code), for the cost of investigation and enforcement of this matter as
3 permitted by law, and for such other and further relief as may be proper under other provisions
4 of law.

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6 
7 ROBIN S. TANNER
8 Supervising Special Investigator

8 Dated at Oakland, California,
9 this 3rd day of October, 2019.

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11 DISCOVERY DEMAND

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