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2 Respondent was employed with ASM Ventures, a real estate broker corporation,
3 since May 3, 2013. Effective December 21, 2017, Respondent's employment with ASM
4 Ventures terminated. At no time mentioned herein did ASM Ventures authorize Respondent to
5 conduct any property management activities.

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7 Respondent was employed with NRT West, Inc., a real estate broker corporation,
8 for the time periods of February 29, 2012 through May 2, 2013, and December 22, 2017 through
9 September 11, 2018. Effective September 12, 2018, Respondent's employment with NRT West,
10 Inc. terminated. At no time mentioned herein did NRT West, Inc. authorize Respondent to
11 conduct any property management activities.

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13 At all times herein mentioned, Carter and Associates PM, Inc. (CAAPM INC.)
14 was and is presently licensed by the Department as a real estate broker corporation. Effective,
15 October 12, 2015, CAAPM INC.'s broker corporation license expired.

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17 At all times herein mentioned, Respondent conducted real estate activity under
18 the real estate broker corporation license of CAAPM INC.

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20 At all times herein mentioned, Respondent engaged in the business of, acted in
21 the capacity of, advertised, or assumed to act as a real estate broker within the State of
22 California within the meaning of Section 10131(b) of the Code, including the operation and
23 conduct of a property management business with the public wherein, on behalf of others, for
24 compensation or in expectation of compensation, Respondent leased or rented or offered to
25 lease or rent, or solicited listings of places for rent or solicited for prospective tenants, or
26 negotiated the sale, purchase or exchange of leases on real property, or on a business
27 opportunity, or collected rent from tenants.

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On or about May 4, 2012, Respondent and CAAPM INC., entered into a property management agreement with Robert L. to rent, lease, operate, and manage the real property located at 161 Remington Street, Brentwood (Remington Property). Respondent continued to provide property management services for the Remington Property until February 2018.

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On or about January 1, 2016, until January 22, 2018, Respondent, while acting in the capacity of a real estate broker, as described in Paragraph 7, disbursed trust funds to Robert L.

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On or about October 25, 2013, Respondent and CAAPM INC., entered into a property management agreement with Carl J Colombo Trust and Carole L. to rent, lease, operate, and manage the real property located at 264 Prince Albert Way, Brentwood (Prince Albert Property). Respondent continued to provide property management services for the Prince Albert Property until September 2018.

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On or about January 31, 2017, Respondent and CAAPM INC., entered into a lease agreement, on behalf of the owner, Carl J Colombo Trust and Carole L. with Thomas V. to rent the Prince Albert Property for a term commencing on February 1, 2017, until April 30, 2018.

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On or about December 28, 2017, and on or about March 2, 2018, Respondent collected and received rent from Thomas V., pursuant to the terms of the lease agreement for the Prince Albert Property.

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2 On or about January 12, 2018, until July 17, 2018, Respondent, while acting in
3 the capacity of a real estate broker, as described in Paragraph 7, disbursed trust funds to Carole
4 L.

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6 On or about January 17, 2018, Respondent and CAAPM INC., entered into a
7 property management agreement with Christie F., to rent, lease, operate, and manage the real
8 property located at 4081 Forest View Ave, Concord.

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10 The acts and or omissions described above constitute a violation of Section 10130
11 (Unlicensed Activity) of the Code, and are grounds for discipline under Sections 10177 (d)
12 (Willful Disregard of Real Estate Laws) and 10177 (g) (Negligence/Incompetence of Licensee)
13 of the Code.

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15 COST RECOVERY

16 Section 10106 of the Code provides, in pertinent part, that in any order issued in
17 resolution of a disciplinary proceeding before the Department, the Real Estate Commissioner
18 may request the Administrative Law Judge to direct a licensee found to have committed a
19 violation of this part to pay a sum not to exceed the reasonable costs of the investigation and
20 enforcement of the case.

21 WHEREFORE, Complainant prays that a hearing be conducted on the allegations
22 of this Accusation and that upon proof thereof, a decision be rendered imposing disciplinary
23 action against all licenses and license rights of Respondent under the Code, for the reasonable


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1 cost of investigation and agency attorney's fees in this matter, and for such other and further
2 relief as may be proper under other provisions of law.

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ROBIN S. TANNER
Supervising Special Investigator

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6 Dated at Oakland, California,
7 this 9th day of July, 2019.
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9 DISCOVERY DEMAND

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