

1 Department of Real Estate
2 320 West Fourth Street, Suite 350
3 Los Angeles, California 90013-1105

4 Telephone: (213) 576-6982
5 -or- (213) 576-6910 (Direct)

FILED
NOV - 7 2000
DEPARTMENT OF REAL ESTATE

6 By CS

7
8 BEFORE THE DEPARTMENT OF REAL ESTATE

9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of)
12 RICHARD TAMAYO and) NO. H-28164 LA
13 JULISSA MADRIGAL,) L-1999070310
14 Respondents.) STIPULATION AND AGREEMENT

15 It is hereby stipulated by and between JULISSA
16 MADRIGAL (hereinafter "Respondent"), representing herself, and
17 the Complainant, acting by and through Chris Leong, Counsel for
18 the Department of Real Estate, as follows for the purpose of
19 settling and disposing of the Second Amended Accusation filed on
20 March 24, 2000. The Accusation as to Respondent RICHARD TAMAYO
21 will be handled separately.

22 1. All issues which were to be contested and all
23 evidence which was to be presented by Complainant and Respondent
24 at a formal hearing on the Accusation, which hearing was to be
25 held in accordance with the provisions of the Administrative
26 Procedure Act, shall instead and in place thereof be submitted
27 solely on the basis of the provisions of this Stipulation and

1 Agreement.

2 2. Respondent has received, read and understands the
3 Statement to Respondent, the Discovery Provisions of the
4 Administrative Procedure Act and the Accusation, filed by the
5 Department of Real Estate in this proceeding.

6 3. Respondent filed a Notice of Defense pursuant to
7 Section 11505 of the Government Code for the purpose of
8 requesting a hearing on the allegations in the Accusation.
9 Respondent hereby freely and voluntarily withdraws said Notice
10 of Defense. Respondent acknowledges that she understands that
11 by withdrawing said Notice of Defense she will thereby waive her
12 right to require the Commissioner to prove the allegations in
13 the Accusation at a contested hearing held in accordance with
14 the provisions of the Administrative Procedure Act and that
15 Respondent will waive other rights afforded to her in connection
16 with the hearing, such as the right to present evidence in
17 defense of the allegations in the Accusation and the right to
18 cross-examine witnesses.

19 4. In the interest of expedience and economy,
20 Respondent chooses not to contest the factual allegations in
21 Paragraphs 1 through 20 of the Second Amended Accusation, but to
22 remain silent and understands that, as a result thereof, these
23 factual statements, without being admitted or denied, will serve
24 as a prima facie basis for the disciplinary action stipulated to
25 herein. The Real Estate Commissioner shall not be required to
26 provide further evidence to prove such allegations.

27 5. It is understood by the parties that the Real



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

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

18 DETERMINATION OF ISSUES

19 By reason of the foregoing stipulations, admissions
20 and waivers and solely for the purpose of settlement of the
21 pending Accusation without a hearing, it is stipulated and
22 agreed that the following Determination of Issues shall be made:

23 The acts and omissions of Respondent, described in
24 Paragraphs 1 through 20 of the Second Amended Accusation, are
25 cause for the suspension or revocation of all real estate
26 licenses and license rights of Respondent under the provisions
27 of Section 10177(g) of the Business and Professions Code.



1 ORDER

2 WHEREFORE, THE FOLLOWING ORDER is hereby made:

3 All licenses and licensing rights of Respondent
4 JULISSA MADRIGAL under the Real Estate Law are suspended for a
5 period of ninety (90) days from the effective date of this
6 Decision; provided, however, that all of said suspension shall
7 be stayed for two (2) years upon the following terms and
8 conditions:

9 1. If Respondent petitions, said suspension (or a
10 portion thereof) shall be stayed upon condition that:

11 (a) Respondent pays a monetary penalty pursuant to
12 Section 10175.2 of the Business and Professions Code at the rate
13 of \$33.33 for each day of the suspension for a total monetary
14 penalty of \$3,000.00.

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

20 (c) No further cause for discipline of the license
21 and license rights of Respondent shall occur within two (2)
22 years of the effective date of the Decision in this matter.

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

26 (e) That no final subsequent determination be made
27 after hearing or upon stipulation, that cause for disciplinary



1 action occurred within two (2) years of the effective date of
2 this Decision. Should such a determination be made, the
3 Commissioner may, in her discretion, vacate and set aside the
4 stay order and reimpose all or a portion of the stayed
5 suspension.

6 (f) If Respondent fails to pay the monetary penalty
7 in accordance with the terms and conditions of this Decision,
8 the Commissioner may, without a hearing, order the immediate
9 execution of all or any part of the stayed suspension in which
10 event the Respondent shall not be entitled to any repayment nor
11 credit, prorated or otherwise, for money paid to the Department
12 of Real Estate under the terms of this Decision.

13 (g) If Respondent pays the monetary penalty and if no
14 further cause for disciplinary action against the real estate
15 license of Respondent occurs within two years of the effective
16 date of this Decision, the stay hereby granted shall become
17 permanent.

18
19 DATED: 9/20/00 CHRIS LEONG
20 CHRIS LEONG, ESQ.
21 Counsel for Complainant

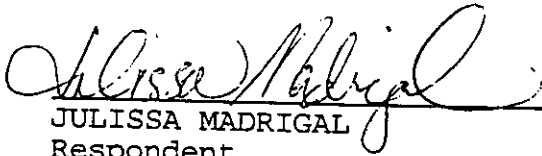
22 * * *

23 I have read the Stipulation and Agreement and its
24 terms are understood by me and are agreeable and acceptable to
25 me. I understand that I am waiving rights given to me by the
26 California Administrative Procedure Act (including but not
27 limited to Sections 11506, 11508, 11509 and 11513 of the
Government Code), and I willingly, intelligently and voluntarily



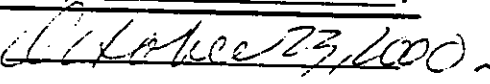
1 waive those rights, including the right of requiring the
2 Commissioner to prove the allegations in the Accusation at a
3 hearing at which I would have the right to cross-examine
4 witnesses against me and to present evidence in defense and
5 mitigation of the charges.

6 Respondent can signify acceptance and approval of the
7 terms and conditions of this Stipulation and Agreement by faxing
8 a copy of the signature page, as actually signed by Respondent,
9 to the Department at the following telephone/fax number
10 (213) 576-6917. Respondent agrees, acknowledges and understands
11 that by electronically sending to the Department a fax copy of
12 her actual signature as it appears on the Stipulation and
13 Agreement, that receipt of the faxed copy by the Department
14 shall be as binding on Respondent as if the Department had
15 received the original signed Stipulation and Agreement.

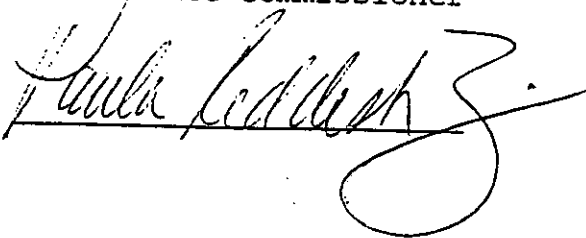
16
17 DATED: 9/6/00 
18 JULISSA MADRIGAL
19 Respondent

20 * * *

21 The foregoing Stipulation and Agreement is hereby
22 adopted as my Decision in this matter and shall become effective
23 at 12 o'clock noon on November 27, 2000

24 IT IS SO ORDERED 

25 PAULA REDDISH ZINNEMANN
26 Real Estate Commissioner

27 

1 Department of Real Estate
 2 320 West Fourth Street, Suite 350
 3 Los Angeles, California 90013-1105

4 Telephone: (213) 576-6982
 5 -or- (213) 576-6910 (Direct)

FILED
 MAY 23 2001
 DEPARTMENT OF REAL ESTATE

By

8 BEFORE THE DEPARTMENT OF REAL ESTATE
 9 STATE OF CALIFORNIA .

10 * * *

11 In the Matter of the Accusation of) 12 <u>RICHARD TAMAYO</u> and) 13 <u>JULISSA MADRIGAL,</u>) 14 Respondents.)	NO.H-28164 LA L-1999070310 <u>STIPULATION AND AGREEMENT</u>
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15 It is hereby stipulated by and between RICHARD TAMAYO
 16 (hereinafter "Respondent"), acting by and through Frank M. Buda,
 17 Counsel for Respondent, and the Complainant, acting by and
 18 through Chris Leong, Counsel for the Department of Real Estate,
 19 as follows for the purpose of settling and disposing of the
 20 Second Amended Accusation filed on March 24, 2000. The
 21 Accusation as to Respondent JULISSA MADRIGAL will be handled
 22 separately.

23 1. All issues which were to be contested and all
 24 evidence which was to be presented by Complainant and Respondent
 25 at a formal hearing on the Accusation, which hearing was to be
 26 held in accordance with the provisions of the Administrative
 27

1 Procedure Act, shall instead and in place thereof be submitted
2 solely on the basis of the provisions of this Stipulation and
3 Agreement ("Stipulation").

4 2. Respondent has received, read and understands the
5 Statement to Respondent, the Discovery Provisions of the
6 Administrative Procedure Act and the Accusation, filed by the
7 Department of Real Estate in this proceeding.

8 3. Respondent filed a Notice of Defense pursuant to
9 Section 11505 of the Government Code for the purpose of
10 requesting a hearing on the allegations in the Accusation.
11 Respondent hereby freely and voluntarily withdraws said Notice of
12 Defense. Respondent acknowledges that he understands that by
13 withdrawing said Notice of Defense he will thereby waive his
14 right to require the Commissioner to prove the allegations in the
15 Second Amended Accusation at a contested hearing held in
16 accordance with the provisions of the Administrative Procedure
17 Act and that Respondent will waive other rights afforded to him
18 in connection with the hearing, such as the right to present
19 evidence in defense of the allegations in the Second Amended
20 Accusation and the right to cross-examine witnesses.

21 4. This Stipulation is based on the factual
22 allegations contained in Paragraphs 1 through 6 in the Second
23 Amended Accusation filed in this proceeding. In the interest of
24 expedience and economy, Respondent chooses not to contest the
25 factual allegations, but to remain silent and understands that,
26 as a result thereof, these factual statements, without being
27 admitted or denied, will serve as a prima facie basis for the

1 disciplinary action stipulated to herein. This Stipulation and
2 Respondent's decision not to contest the Second Amended
3 Accusation are hereby expressly limited to this proceeding and
4 made for the sole purpose of reaching an agreed disposition of
5 this proceeding. Respondent's decision not to contest the
6 factual allegations is made solely for the purpose of
7 effectuating this Stipulation and is intended by Respondent to be
8 non-binding upon him in any actions against Respondent by third
9 parties. The Real Estate Commissioner shall not be required to
10 provide further evidence to prove such allegations.

11 5. This Stipulation and any Order made pursuant to
12 this Stipulation shall have no collateral estoppel or res
13 judicata effect in any proceedings in which the Respondent and
14 the Department are not parties. This Stipulation is made by
15 Respondent and received by the Commissioner and the Department,
16 with the express understanding and agreement that it is for the
17 purpose of settling these proceedings only, and that this
18 Stipulation is not intended as, and shall not be deemed, used, or
19 accepted as an acknowledgment or admission of fact in any other
20 judicial, administrative, or other proceeding to which the
21 Department is not a party.

22 6. It is understood by the parties that the Real
23 Estate Commissioner may adopt the Stipulation as her Decision in
24 this matter, thereby imposing the penalty and sanctions on
25 Respondent's real estate license and license rights as set forth
26 in the "Order" below. In the event that the Commissioner in her
27 discretion does not adopt the Stipulation, it shall be void and

1 of no effect, and Respondent shall retain the right to a hearing
2 and proceeding on the Accusation under all the provisions of the
3 Administrative Procedure Act and shall not be bound by any
4 admission or waiver made herein.

5 7. The Order or any subsequent Order of the Real
6 Estate Commissioner made pursuant to this Stipulation shall not
7 constitute an estoppel, merger or bar to any further
8 administrative or civil proceeding by the Department of Real
9 Estate with respect to any matters which were not specifically
10 alleged to be causes for accusation in this proceeding.

11 DETERMINATION OF ISSUES

12 By reason of the foregoing stipulations, admissions and
13 waivers and solely for the purpose of settlement of the pending
14 Accusation without a hearing, it is stipulated and agreed that
15 the following Determination of Issues shall be made:

16 The acts and omissions of Respondent, described in
17 Paragraphs 1 through 6 of the Second Amended Accusation, are
18 cause for the suspension or revocation of all real estate
19 licenses and license rights of Respondent under the provisions of
20 Section 10177(g) of the Business and Professions Code.

21 ORDER

22 WHEREFORE, THE FOLLOWING ORDER is hereby made:

23 A. All licenses and licensing rights of Respondent
24 RICHARD TAMAYO under the Real Estate Law are revoked; provided,
25 however, a restricted real estate broker license shall be issued
26 to Respondent pursuant to Section 10156.5 of the Business and
27 Professions Code, if Respondent makes application therefor and

1 pays to the Department of Real Estate the appropriate fee for the
2 restricted license within 90 days from the effective date of this
3 Decision. The restricted license issued to Respondent shall be
4 subject to all of the provisions of Section 10156.7 of the
5 Business and Professions Code and to the following limitations,
6 conditions, and restrictions imposed under authority of Section
7 10156.6 of that Code:

8 1. The restricted license issued to Respondent may be
9 suspended prior to hearing by Order of the Real Estate
10 Commissioner in the event of Respondent's conviction or plea of
11 nolo contendere to a crime which is substantially related to
12 Respondent's fitness or capacity as real estate licensee.

13 2. The restricted license issued to Respondent may be
14 suspended, prior to hearing by Order of the Real Estate
15 Commissioner on evidence satisfactory to the Commissioner that
16 Respondent has violated provisions of the California Real Estate
17 Law, the Subdivided Lands Law, Regulations of the Real Estate
18 Commissioner or conditions attaching to the restricted license.

19 3. Respondent shall not be eligible to apply for the
20 issuance of unrestricted real estate license nor the removal of
21 any of the conditions, limitations or restrictions of the
22 restricted license until two years have elapsed from the
23 effective date of this Decision.

24 4. Respondent shall, within six months from the
25 effective date of this Decision, present evidence satisfactory to
26 the Real Estate Commissioner that Respondent has, since the most
27 recent issuance of an original or renewal real estate license,

1 taken and successfully completed the continuing education
2 requirements of Article 2.5 of Chapter 3 of the Real Estate Law
3 for renewal of a real estate license. If Respondent fails to
4 satisfy this condition, the Commissioner may order the suspension
5 of the restricted license until the Respondent presents such
6 evidence. The Commissioner shall afford Respondent the
7 opportunity for a hearing pursuant to the Administrative
8 Procedure Act to present such evidence.

9 5. Respondent shall, within six (6) months from the
10 effective date of this Decision, take and pass the Professional
11 Responsibility Examination administered by the Department,
12 including the payment of the appropriate examination fee. If
13 Respondent fails to satisfy this condition, the Commissioner may
14 order suspension of the license until Respondent passes the
15 examination.

16 B. Any restricted license issued to Respondent under
17 the Real Estate Law is suspended for a period of one hundred and
18 eighty (180) days from the issuance of the license; provided,
19 however, that all of said suspension shall be stayed for two (2)
20 years upon the following terms and conditions:

21 1. Respondent's license will be actually suspended for
22 thirty (30) days commencing on the effective date of this
23 Decision.

24 2. If Respondent petitions, sixty (60) days of the
25 suspension (or a portion thereof) shall be stayed upon condition
26 that:

27

1 (a) Respondent pays a monetary penalty pursuant to
2 Section 10175.2 of the Business and Professions Code at the rate
3 of \$100.00 for each day of the suspension for a total monetary
4 penalty of \$6,000.00.

5 (b) Said payment shall be in the form of a cashier's
6 check or certified check made payable to the Recovery Account of
7 the Real Estate Fund. Said check must be received by the
8 Department of Real Estate prior to the effective date of the
9 Decision in this matter.

10 3. The remaining ninety (90) day suspension shall be
11 stayed on the following terms and conditions:

12 (a) No further cause for discipline of the license and
13 license rights of Respondent shall occur within two (2) years of
14 the effective date of the Decision in this matter.

15 (b) Respondent shall obey all laws, rules and
16 regulations governing the rights, duties and responsibilities of
17 a real estate licensee in the State of California; and

18 (c) That no final subsequent determination be made
19 after hearing or upon stipulation, that cause for disciplinary
20 action occurred within two (2) years of the effective date of
21 this Decision. Should such a determination be made, the
22 Commissioner may, in her discretion, vacate and set aside the
23 stay order and reimpose all or a portion of the stayed
24 suspension.

25 (d) If Respondent fails to pay the monetary penalty in
26 accordance with the terms and conditions of this Decision, the
27 Commissioner may, without a hearing, order the immediate

1 execution of all or any part of the stayed suspension in which
2 event the Respondent shall not be entitled to any repayment nor
3 credit, prorated or otherwise, for money paid to the Department
4 of Real Estate under the terms of this Decision.

5 (e) If Respondent pays the monetary penalty and if no
6 further cause for disciplinary action against the real estate
7 license of Respondent occurs within two years of the effective
8 date of this Decision, the stay hereby granted shall become
9 permanent.

10 DATED: 4/24/01

CHRIS LEONG
11 CHRIS LEONG, ESQ.
12 Counsel for Complainant

13 * * *

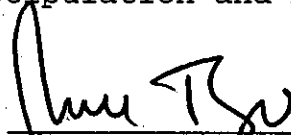
14 I have read the Stipulation and Agreement, have
15 discussed it with my Counsel, and its terms are understood by me
16 and are agreeable and acceptable to me. I understand that I am
17 waiving rights given to me by the California Administrative
18 Procedure Act (including but not limited to Sections 11506,
19 11508, 11509 and 11513 of the Government Code), and I willingly,
20 intelligently and voluntarily waive those rights, including the
21 right of requiring the Commissioner to prove the allegations in
22 the Accusation at a hearing at which I would have the right to
23 cross-examine witnesses against me and to present evidence in
24 defense and mitigation of the charges.

25 Respondent can signify acceptance and approval of the
26 terms and conditions of this Stipulation and Agreement by faxing
27 a copy of the signature page, as actually signed by Respondent,

1 to the Department at the following telephone/fax number
2 (213) 576-6917. Respondent agrees, acknowledges and understands
3 that by electronically sending to the Department a fax copy of
4 his actual signature as it appears on the Stipulation and
5 Agreement, that receipt of the faxed copy by the Department
6 shall be as binding on Respondent as if the Department had
7 received the original signed Stipulation and Agreement.

8
9 DATED:

4/18/01



RICHARD TAMAYO
Respondent

10
11 DATED:

4-10-01



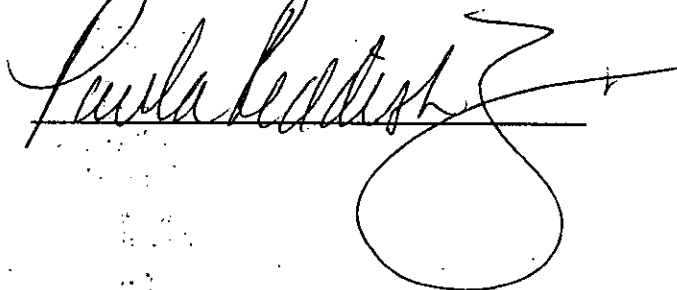
FRANK M. BUDA, ESQ.
Counsel for Respondent

12
13
14 * * *

15 The foregoing Stipulation and Agreement is hereby adopted
16 as my Decision in this matter and shall become effective at
17 12 o'clock noon on June 12, 2001.

18 IT IS SO ORDERED

May 14, 2001
19 PAULA REDDISH ZINNEBANN
Real Estate Commissioner

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21 
22
23
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25
26
27

1 CHRIS LEONG, Counsel (SBN 141079)
2 Department of Real Estate
3 320 West Fourth Street, Suite 350
4 Los Angeles, CA 90013-1105

5 Telephone: (213) 576-6982
6 -or- (213) 576-6910 (Direct)

FILED
MAR 24 2000
DEPARTMENT OF REAL ESTATE

By C3

8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of)
12 RICHARD TAMAYO and)
13 JULISSA MADRIGAL,)
14 Respondents.)

NO. H-28164 LA
L-1999070310
SECOND AMENDED
ACCUSATION

15 The Complainant, Thomas McCrady, a Deputy Real Estate
16 Commissioner of the State of California, for cause of Accusation
17 against RICHARD TAMAYO (TAMAYO) and JULISSA MADRIGAL (MANDRIGAL)
18 (hereinafter sometimes both referred to as Respondents), is
19 informed and alleges as follows:

20 1.

21 The Complainant, Thomas McCrady, a Deputy Real Estate
22 Commissioner of the State of California, makes this Accusation
23 against Respondents in his official capacity.

24 2.

25 At all times herein mentioned, Respondent TAMAYO was
26 and still is licensed by the Department of Real Estate of the
27 State of California (hereinafter "Department") as a real estate

1 broker. Respondent TAMAYO's license was suspended indefinitely
2 on July 1, 1997, due to a failure to pay child support. The
3 suspension was released on February 2, 1998.

4 3.

5 Respondent MADRIGAL was and still is licensed by the
6 Department of Real Estate of the State of California
7 (hereinafter "Department") as a real estate salesperson
8 beginning on September 9, 1998. Respondent MADRIGAL is employed
9 by Respondent TAMAYO.

10 4.

11 At all times mentioned herein, in Los Angeles County,
12 California, Respondents engaged in the business of, acted in the
13 capacity of, advertised or assumed to act as real estate brokers
14 in the State of California, within the meaning of Business and
15 Professions Code ("Code") Section 10131(a) and (d), wherein
16 they, on behalf of others, solicited borrowers and lenders for
17 loans secured by an interest in real property and purchasers and
18 sellers of real property for compensation or in expectation of
19 compensation.

20 Sierra Street Transaction

21 5.

22 In or about October 1995, Respondent TAMAYO, through
23 his sister, Lourdes Tamayo, and later in person, asked Della
24 Wyler (hereinafter "Wyler") if she would "put a property in her
25 (Wyler's) name" for six months and later transfer the property
26 to Lourdes Tamayo. The property is located at 3218 Sierra
27 Street, Los Angeles, CA 90031 (hereinafter "Sierra property").

1 Respondent TAMAYO purchased the Sierra property and used Wyler
2 as the straw buyer. Respondent TAMAYO promised Wyler that he
3 would pay for everything and that she would only have to sign
4 some papers. At that time, the Sierra property was owned by
5 Raul Arias and Teresa Arias. Escrow was opened at Epic Escrow
6 on November 10, 1995. Respondent TAMAYO prepared a loan
7 application for Wyler. Loan number 101126 in the amount of
8 about \$147,291.00 was obtained from Mortgage Capital Resource
9 (hereinafter "MCR") in Wyler's name. The transaction was
10 completed and title to the property was recorded in favor of
11 Wyler on January 23, 1996. A Trust Deed, number 96-126561, was
12 recorded in the Los Angeles County Recorders office naming Della
13 Wyler as the Trustor and MCR as the beneficiary.

14 6.

15 Wyler (plaintiff) filed a civil case, number
16 BC 183109, in the Los Angeles Superior Court, against Respondent
17 TAMAYO, alleging, among other causes of action, fraud. This
18 case was settled on August 4, 1998. The settlement agreement
19 stated that Plaintiff and Defendant "will move forthwith to sell
20 the property...". Respondent TAMAYO did not timely comply with
21 the settlement agreement and the Sierra property continued to be
22 in Wyler's name until approximately March 1999. In addition,
23 since August 1998, Respondent TAMAYO has stopped paying the
24 mortgage payments on the Sierra property, the foreclosure
25 process has begun, and Wyler's credit has been harmed. MCR was
26 never informed that Respondent TAMAYO was the true buyer of the
27 Sierra property.



Adams Blvd. Transaction

7.

In or about the first week of October 1996, Wyler and her husband, Marcelo Alvarado (hereinafter "Alvarado"), were interested in selling their commercial property located at 1884-1886-1886 1/2 Adams Blvd., Los Angeles, CA 90018 (hereinafter "Adams Blvd. property"). By the end of October 1996, Wyler and Alvarado had found a buyer, Alejandro Hernandez, for their property. Wyler and Alvarado contacted Respondent TAMAYO for the purpose of hiring him in the sale of the Adams Blvd. property. It was agreed that Respondent TAMAYO would represent both the sellers and the buyer as their real estate agent.

8.

Escrow was opened at Epic Escrow. On January 20, 1997, Hernandez applied for a loan in the amount of \$226,481.00 for the purchase of the Adams Blvd. property. This application was made through Amerimort Financial Corp., where Respondent TAMAYO's brother, Robert Tamayo, was employed. Jerry Current was the loan officer.

9.

Four months later, in or about April 1997, Respondent TAMAYO contacted Wyler and Alvarado and asked them to sign more paperwork (additional paperwork appeared to be a second set of escrow instructions dated April 7, 1997). Robert Tamayo told Alvarado that he had to sign additional paperwork because

1 Respondent TAMAYO was now employed by Fred Sands Superior
2 Brokers. Escrow was re-opened on April 7, 1997.

3 10.

4 Two days prior to the close of escrow, May 7, 1997,
5 Respondent TAMAYO informed Alvarado that Hernandez did not have
6 enough money for the down payment and that in order for escrow
7 to close, Alvarado would have to lend Hernandez approximately
8 \$19,000.00. Alvarado informed Respondent TAMAYO that he was
9 unable to lend Hernandez the money. Respondent TAMAYO stated
10 that he could find a "private lender" who would lend Hernandez
11 the down payment, but that the private lender would charge
12 Alvarado and Wyler an additional \$5,000.00 for the loan. This
13 "private lender" would lend Hernandez \$19,000.00 only if
14 Alvarado immediately repaid the lender \$24,000.00 at the close
15 of escrow, through his sales proceeds. Alvarado and Wyler
16 agreed, and on May 5, 1997, signed a statement authorizing Epic
17 Escrow to pay MADRIGAL (the "private lender") \$24,000.00 at
18 close of escrow. MADRIGAL worked as Respondent TAMAYO's
19 secretary. At that time, Wyler and Alvarado did not know that
20 MADRIGAL was Respondent TAMAYO's secretary. The amount of
21 \$24,000.00 was paid to MADRIGAL, via check, at the close of
22 escrow. This check was endorsed by MADRIGAL.

23 11.

24 Hernandez applied for a \$226,483.00 loan with City
25 Mortgage Bancorp (City Mortgage) in about April 1997. This loan
26 was for the purchase of the Adams Blvd. property. As part of
27 the application, Hernandez represented that he would put a down

1 payment of approximately \$14,000.00. Hernandez also represented
2 to City Mortgage that the down payment was his funds. In/
3 reliance of these representations City Mortgage made the loan,
4 number 67030956. This loan was later transferred to National
5 Pacific Mortgage a subsidiary of Old Kent Financial Services
6 (National Pacific).

7
8 12.

9 Epic Escrow received four separate deposits totaling
10 \$25,700.00 for the Hernandez transaction. A Cashier's Check in
11 the amount of \$12,000.00 was received by Epic Escrow on May 7,
12 1997. This Cashier's Check from East West Bank
13 (Ck# 12-4927304362), dated May 5, 1997, was drawn from
14 Respondent TAMAYO's bank account at East West Bank account
15 number 03446754. A Cashier's Check in the amount of \$7,500.00
16 was received by Epic Escrow on May 7, 1997. This Cashier's
17 Check from Home Savings of America (Ck# 0660058162), dated
18 May 5, 1997, was drawn from Respondent MADRIGAL's bank account
19 at Home Savings, account number 8169029744. Respondents did not
20 disclose to Wyler or to City Mortgage or to National Pacific
21 that the \$12,000.00 and the \$7,500.00 deposits into escrow for
22 the down payment for the Hernandez loan were, in fact, from
23 Respondents. If City Mortgage or National Pacific had known
24 that the down payment was not entirely from Hernandez, they
25 would not have made the loan.

26
27 13.

Respondent TAMAYO promised Alvarado that Hernandez
would repay the \$30,000.00 (\$24,000.00 for the down payment paid

1 to MADRIGAL and \$6,000.00 interest). Respondent TAMAYO
2 represented that Hernandez' obligation would be secured by a
3 "second Deed of Trust". On July 3, 1997, a trust deed in the
4 amount of \$30,000.00 was recorded in the Los Angeles County
5 Recorders office, deed number 97-1001330, naming Hernandez as
6 trustor and Wyler and Alvarado as beneficiaries. This Deed of
7 Trust was secured by Hernandez' property located at 1109 Oaks
8 Street, Compton, CA 90221 (hereinafter "Oak Street property").
9

14.

10 The Oak Street property went into foreclosure and
11 Hernandez failed to repay the \$30,000.00 to Wyler and Alvarado.
12 In fact, the trust deed received by sellers, secured by the Oak
13 Street property, was a third trust deed not a second trust deed,
14 as promised by Respondent TAMAYO. In fact, on April 3, 1997, a
15 "second Deed of Trust" in the amount of \$25,000.00 was recorded
16 in the Los Angeles County Recorders office, deed number
17 97-506958, naming Josefina Barajas and Alejandro Hernandez as
18 trustors and Daidco Financial Services as beneficiary. This
19 Deed of Trust was for the Oak Street property. Respondent
20 TAMAYO knew that there was insufficient equity in the Oak Street
21 property to secure the Wyler and Alvarado trust deed.
22 Respondent TAMAYO did not disclose these facts to Wyler and
23 Alvarado.

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FIRST CAUSE OF ACCUSATION

(Violation by Respondents TAMAYO and MADRIGAL of Section 10177(j) of the Code)

15.

As a First Cause of Accusation, Complainant incorporates by this reference the Preamble and each of the allegations in Paragraphs 1 through 14, herein above.

16.

The conduct of Respondent TAMAYO in:

(1) misrepresenting that the Sierra property would be in Wyler's name for only six months and (2) failing to remove the Sierra property from Wyler's name as per the settlement agreement; and (3) the conduct of TAMAYO and MADRIGAL in failing to disclose to the lender and conspiring with the buyer to provide false information to the lender that the down payment for the Hernandez' loan was in fact from Respondents, as described herein above, constitutes fraud and dishonest dealing and is a violation of Code Section 10177(j), and is cause to suspend or revoke the real estate licenses and license rights of Respondents.

SECOND CAUSE OF ACCUSATION

(Violation by Respondent TAMAYO of Section 10176(a) and (i) of the Code)

17.

As a Second Cause of Accusation, Complainant incorporates by this reference the Preamble and each of the allegations in Paragraphs 1 through 14, herein above.

The conduct of Respondent TAMAYO in:

(1) misrepresenting that the trust deed on the Oak Street property was a second trust deed, when in fact it was a third, (2) misrepresenting that the Wyler and Alvarado trust deed on the Oak Street property was secured by equity, when in fact Respondent recently placed a second trust deed on the Oak Street property, taking out the equity and, (3) in failing to disclose to the lender and conspiring with the buyer to provide false information to the lender that the down payment for the Hernandez' loan was in fact from Respondents, as described herein above, constitutes fraud and dishonest dealing and is a violation of Code Section 10176(a) and (i), and is cause to suspend or revoke the real estate license and license rights of Respondent TAMAYO.

THIRD CAUSE OF ACCUSATION

(Violation by Respondents TAMAYO and MADRIGAL of Section 10177(g) of the Code)

19.

As a Third Cause of Accusation, Complainant incorporates by this reference the Preamble and each of the allegations in Paragraphs 1 through 14, herein above.

20.

The conduct of Respondents in: (1) misrepresenting that the trust deed on the Oak Street property was a second trust deed, when in fact it was a third (2) misrepresenting that the Wyler and Alvarado trust deed on the Oak Street property was

1 secured by equity, when in fact, Respondent recently placed a
2 second trust deed on the Oak Street property, taking out the
3 equity and, (3) the conduct of TAMAYO and MADRIGAL in failing to
4 disclose to the lender and conspiring with the buyer to provide
5 false information to the lender that the down payment for the
6 Hernandez' loan was in fact from Respondents, as described
7 herein above, constitutes negligence and is a violation of Code
8 Section 10177(g), and is cause to suspend or revoke the real
9 estate licenses and license rights of Respondents.

10
11 WHEREFORE, Complainant prays that a hearing be
12 conducted on the allegations of this Accusation and that upon
13 proof thereof, a decision be rendered imposing disciplinary
14 action against all licenses and license rights of Respondents,
15 RICHARD TAMAYO and JULISSA MADRIGAL, under the Real Estate Law
16 (Part 1 of Division 4 of the Business and Professions Code), and
17 for such other and further relief as may be proper under other
18 applicable provisions of law.

19 Dated at Los Angeles, California
20 this 24th day of March, 2000.

21
22 THOMAS MCCRADY
23 Deputy Real Estate Commissioner

24 cc: Richard Tamayo
25 Frank M. Buda, Esq.
26 Julissa Madrigal
27 Thomas McCrady
Sacto
OAH
EC

5A

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

In the Matter of the Accusation of)
)
 RICHARD TAMAYO and)
 JULISSA MADRIGAL,)
)
 _____)
 Respondent(s)

Case No. H-28164 LA

OAH No. L-1999070310

FILED
JUN - 5 2000
DEPARTMENT OF REAL ESTATE

NOTICE OF CONTINUED HEARING ON ACCUSATION

By Chris Leong

To the above-named Respondent(s):

You are hereby notified that a hearing will be held before the Department of Real Estate at the Office of Administrative Hearings, 320 West Fourth Street, Suite 630, Los Angeles, CA 90013-1105 on TUESDAY, WEDNESDAY, THURSDAY and FRIDAY, SEPTEMBER 26, 27, 28 and 29, 2000 at the hour of 9:00 A.M., or as soon thereafter as the matter can be heard, upon the Accusation served upon you. If you object to the place of hearing, you must notify the presiding administrative law judge of the Office of Administrative Hearings within ten (10) days after this notice is served on you. Failure to notify the presiding administrative law judge within ten days will deprive you of a change in the place of the hearing.

You may be present at the hearing. You have the right to be represented by an attorney at your own expense. You are not entitled to the appointment of an attorney to represent you at public expense. You are entitled to represent yourself without legal counsel. If you are not present in person nor represented by counsel at the hearing, the Department may take disciplinary action against you based upon any express admission or other evidence including affidavits, without any notice to you.

You may present any relevant evidence and will be given full opportunity to cross-examine all witnesses testifying against you. You are entitled to the issuance of subpoenas to compel the attendance of witnesses and the production of books, documents or other things by applying to the Department of Real Estate.

The hearing shall be conducted in the English language. If you want to offer the testimony of any witness who does not proficiently speak the English language, you must provide your own interpreter and pay his or her costs. The interpreter must be certified in accordance with Sections 11435.30 and 11435.55 of the Government Code.

DEPARTMENT OF REAL ESTATE

Dated: June 5, 2000

By Chris Leong
CHRIS LEONG, Counsel

cc: Richard Tamayo
Julissa Madrigal
Frank M. Buda, Esq.
Sacto.
OAH

SAC

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

In the Matter of the Accusation of)
RICHARD TAMAYO and JULISSA MADRIGAL,)
Respondent(s)

Case No. H-28164 LA

OAH No. L-1999070310

FILED
APR 19 2000
DEPARTMENT OF REAL ESTATE

AMENDED NOTICE OF CONTINUED HEARING ON ACCUSATION

To the above-named Respondent(s):

You are hereby notified that a hearing will be held before the Department of Real Estate at the Office of Administrative Hearings, 320 West Fourth Street, Suite 630, Los Angeles, CA 90013-1105 on TUESDAY and WEDNESDAY, MAY 23 and 24, 2000 at the hour of 9:00 A.M., or as soon thereafter as the matter can be heard, upon the Accusation served upon you. If you object to the place of hearing, you must notify the presiding administrative law judge of the Office of Administrative Hearings within ten (10) days after this notice is served on you. Failure to notify the presiding administrative law judge within ten days will deprive you of a change in the place of the hearing.

You may be present at the hearing. You have the right to be represented by an attorney at your own expense. You are not entitled to the appointment of an attorney to represent you at public expense. You are entitled to represent yourself without legal counsel. If you are not present in person nor represented by counsel at the hearing, the Department may take disciplinary action against you based upon any express admission or other evidence including affidavits, without any notice to you.

You may present any relevant evidence and will be given full opportunity to cross-examine all witnesses testifying against you. You are entitled to the issuance of subpoenas to compel the attendance of witnesses and the production of books, documents or other things by applying to the Department of Real Estate.

The hearing shall be conducted in the English language. If you want to offer the testimony of any witness who does not proficiently speak the English language, you must provide your own interpreter and pay his or her costs. The interpreter must be certified in accordance with Sections 11435.30 and 11435.55 of the Government Code.

DEPARTMENT OF REAL ESTATE

Dated: April 19, 2000

By CHRIS LEONG
CHRIS LEONG, Counsel

cc: Richard Tamayo
Julissa Madrigal
Frank M. Buda, Esq.
Sacto.
OAH

5AC

BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

In the Matter of the Accusation of)
RICHARD TAMAYO,)
Respondent(s)

Case No. H-28164 LA
OAH No. L-1999070310

FILED
MAR 28 2000
DEPARTMENT OF REAL ESTATE

NOTICE OF CONTINUED HEARING ON ACCUSATION

To the above-named Respondent(s):

By Chris Leong

You are hereby notified that a hearing will be held before the Department of Real Estate at the Office of Administrative Hearings, 320 West Fourth Street, Suite 630, Los Angeles, CA 90013-1105 on TUESDAY and WEDNESDAY, MAY 23 and 24, 2000 at the hour of 9:00 A.M., or as soon thereafter as the matter can be heard, upon the Accusation served upon you. If you object to the place of hearing, you must notify the presiding administrative law judge of the Office of Administrative Hearings within ten (10) days after this notice is served on you. Failure to notify the presiding administrative law judge within ten days will deprive you of a change in the place of the hearing.

You may be present at the hearing. You have the right to be represented by an attorney at your own expense. You are not entitled to the appointment of an attorney to represent you at public expense. You are entitled to represent yourself without legal counsel. If you are not present in person nor represented by counsel at the hearing, the Department may take disciplinary action against you based upon any express admission or other evidence including affidavits, without any notice to you.

You may present any relevant evidence and will be given full opportunity to cross-examine all witnesses testifying against you. You are entitled to the issuance of subpoenas to compel the attendance of witnesses and the production of books, documents or other things by applying to the Department of Real Estate.

The hearing shall be conducted in the English language. If you want to offer the testimony of any witness who does not proficiently speak the English language, you must provide your own interpreter and pay his or her costs. The interpreter must be certified in accordance with Sections 11435.30 and 11435.55 of the Government Code.

DEPARTMENT OF REAL ESTATE

Dated: March 28, 2000

By Chris Leong
CHRIS LEONG, Counsel

cc: Richard Tamayo
Frank M. Buda, Esq.
Sacto.
OAH

1 CHRIS LEONG, Counsel (SBN 141079)
2 Department of Real Estate
3 320 West Fourth Street, Suite 350
4 Los Angeles, CA 90013-1105
5 Telephone: (213) 576-6982
6 -or- (213) 576-6910 (Direct)

FILED
MAR 16 2000
DEPARTMENT OF REAL ESTATE

By CS

8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of)
12 RICHARD TAMAYO,) NO. H-28164 LA
13))
14 Respondent.) FIRST AMENDED
) ACCUSATION

15 The Complainant, Thomas McCrady, a Deputy Real Estate
16 Commissioner of the State of California, for cause of Accusation
17 against RICHARD TAMAYO (hereinafter "Respondent"), is informed
18 and alleges as follows:

19 1.

20 The Complainant, Thomas McCrady, a Deputy Real Estate
21 Commissioner of the State of California, makes this Accusation
22 against Respondent in his official capacity.

23 2.

24 At all times herein mentioned, Respondent was and
25 still is licensed by the Department of Real Estate of the State
26 of California (hereinafter "Department") as a real estate
27 broker. Respondent's license was suspended indefinitely on
July 1, 1997, due to a failure to pay child support. The



1 suspension was released on February 2, 1998.

2 3.

3 At all times mentioned herein, in Los Angeles County,
4 California, Respondent engaged in the business of, acted in the
5 capacity of, advertised or assumed to act as a real estate
6 broker in the State of California, within the meaning of
7 Business and Professions Code ("Code") Section 10131(a) and (d),
8 wherein he, on behalf of others, solicited borrowers and lenders
9 for loans secured by an interest in real property and purchasers
10 and sellers of real property for compensation or in expectation
11 of compensation.

12 Sierra Street Transaction

13 4.

14 In or about October 1995, Respondent, through his
15 sister, Lourdes Tamayo, and later in person, asked Della Wyler
16 (hereinafter "Wyler") if she would "put a property in her
17 (Wyler's) name" for six months and later transfer the property
18 to Lourdes Tamayo. The property is located at 3218 Sierra
19 Street, Los Angeles, CA 90031 (hereinafter "Sierra property").
20 Respondent purchased the Sierra property and used Wyler as the
21 straw buyer. Respondent promised Wyler that he would pay for
22 everything and that she would only have to sign some papers. At
23 that time, the Sierra property was owned by Raul Arias and
24 Teresa Arias. Escrow was opened at Epic Escrow on November 10,
25 1995. Respondent prepared a loan application for Wyler. Loan
26 number 101126 in the amount of about \$147,291.00 was obtained
27 from Mortgage Capital Resource (hereinafter "MCR") in Wyler's

1 name. The trasaction was completed and title to the property
2 was recorded in favor of Wyler on January 23, 1996. A Trust
3 Deed, number 96-126561, was recorded in the Los Angeles County
4 Recorders office naming Della Wyler as the Trustor and MCR as
5 the beneficiary.

6 5.

7 Wyler (plaintiff) filed a civil case, number
8 BC 183109, in the Los Angeles Superior Court, against
9 Respondent, alleging, among other causes of action, fraud. This
10 case was settled on August 4, 1998. The settlement agreement
11 stated that Plaintiff and Defendant "will move forthwith to sell
12 the property...". To date, Respondent has not complied with the
13 settlement agreement and the property is still in Wyler's name.
14 In addition, since August 1998, Respondent has stopped paying
15 the mortgage payments on the Sierra property, the foreclosure
16 process has begun, and Wyler's credit has been harmed. MCR was
17 never informed that Respondent was the true buyer of the Sierra
18 property. The Sierra property continued to be in Wyler's name
19 until approximately March 1999.

20 Adams Blvd. Transaction

21 6.

22 In or about the first week of October 1996, Wyler and
23 her husband, Marcelo Alvarado (hereinafter "Alvarado"), were
24 interested in selling their commercial property located at
25 1884-1886-1886 1/2 Adams Blvd., Los Angeles, CA 90018
26 (hereinafter "Adams Blvd. property"). By the end of October
27 1996, Wyler and Alvarado had found a buyer, Alejandro Hernandez,

1 for their property. Wyler and Alvarado contacted Respondent for
2 the purpose of hiring him in the sale of the Adams Blvd.
3 property. It was agreed that Respondent would represent both
4 the sellers and the buyer.

5 7.

6 Escrow was opened at Epic Escrow. On January 20,
7 1997, Hernandez applied for a loan in the amount of \$226,481.00
8 for the purchase of the Adams Blvd. property. This application
9 was made through Amerimort Financial Corp., where Respondent's
10 brother, Robert Tamayo, was employed. Jerry Current was the
11 loan officer.

12 8.

13 Four months later, in or about April 1997, Respondent
14 contacted Wyler and Alvarado and asked them to sign more
15 paperwork (additional paperwork appeared to be a second set of
16 escrow instructions dated April 7, 1997). Robert Tamayo told
17 Alvarado that he had to sign additional paperwork because
18 Respondent was now employed by Fred Sands Superior Brokers
19 (hereinafter "Superior"). Escrow was re-opened on April 7,
20 1997.

21 9.

22 Two days prior to the close of escrow, May 7, 1997,
23 Respondent informed Alvarado that Hernandez did not have enough
24 money for the down payment and that in order for escrow to
25 close, Alvarado would have to lend Hernandez approximately
26 \$19,000.00. Alvarado informed Respondent that he was unable to
27 lend Hernandez the money. Respondent stated that he could find

1 a "private lender" who would lend Hernandez the down payment,
2 but that the private lender would charge Alvarado and Wyler an
3 additional \$5,000.00 for the loan. This "private lender" would
4 lend Hernandez \$19,000.00 only if Alvarado immediately repaid
5 the lender \$24,000.00 at the close of escrow, through his sales
6 proceeds. Alvarado and Wyler agreed, and on May 5, 1997, signed
7 a statement authorizing Epic Escrow to pay Julissa Madrigal
8 (hereinafter "Madrigal"), the "private lender", \$24,000.00 at
9 close of escrow. Madrigal worked as Respondent's secretary. At
10 that time, Wyler and Alvarado did not know that Madrigal was
11 Respondent's secretary. The amount of \$24,000.00 was paid to
12 Madrigal, via check, at the close of escrow. This check was
13 endorsed by Madrigal.

14 10.

15 Hernandez applied for a \$226,483.00 loan with City
16 Mortgage Bancorp (City Mortgage) in about April 1997. This loan
17 was for the purchase of the Adams property. As part of the
18 application Hernandez represented that he would put a down
19 payment of approximately \$14,000.00. Hernandez also represented
20 to City Mortgage that the down payment was his funds. In
21 reliance of these representations City Mortgage made the loan
22 number 67030956. This loan was later transferred to National
23 Pacific Mortgage a subsidiary of Old Kent Financial Services
24 (National Pacific).

25 11.

26 Epic Escrow received four separate deposits totaling
27 \$25,700.00 for the Hernández transaction. A cashier's check in

1 the amount of \$12,000.00 was received by Epic Escrow on May 5,
2 1997. This cashier's check (Ck# 12-4927304362) was drawn from
3 Respondent's checking account on May 5, 1997. Respondent did
4 not disclose to Wyler or to City Mortgage or to National Pacific
5 that \$12,000.00 of the \$24,000.00 loan from the "private lender"
6 was in fact from Respondent. If City Mortgage or National
7 Pacific had known that the down payment was not entirely from
8 Hernandez, they would not have made the loan.

9 12.

10 Respondent promised Alvarado that Hernandez would
11 repay the \$30,000.00 (\$24,000.00 for the down payment paid to
12 Madrigal and \$6,000.00 interest). Respondent represented that
13 Hernandez obligation would be secured by as "second Deed of
14 Trust". On July 3, 1997, a trust deed in the amount of
15 \$30,000.00 was recorded in the Los Angeles County Recorders
16 office, deed number 97-1001330, naming Hernandez as trustor and
17 Wyler and Alvarado as beneficiaries. This Deed of Trust was
18 secured by Hernandez' property located at 1109 Oaks Street,
19 Compton, CA 90221 (hereinafter "Oak Street property").

20 13.

21 The Oak Street property went into foreclosure and
22 Hernandez failed to repay the \$30,000.00 to Wyler and Alvarado.
23 In fact, the trust deed received by sellers, secured by the Oak
24 Street property was a third trust deed not a second trust deed,
25 as promised by Respondent. In fact, on April 3, 1997, a "second
26 Deed of Trust" in the amount of \$25,000.00 was recorded in the
27 Los Angeles County Recorders office, deed number 97-506958,

1 naming Josefina Barajas and Alejandro Hernandez as trustors and
2 Daidco Financial Services as beneficiary. This Deed of Trust
3 was for the Oak Street property. Respondent knew that there was
4 insufficient equity in the Oak Street property to secure the
5 Wyler and Alvarado trust deed. Respondent did not disclose
6 these facts to Wyler and Alvarado.

7 FIRST CAUSE OF ACCUSATION

8 (Violation by Respondent of Section 10177(j) of the Code)

9 14.

10 As a First Cause of Accusation, Complainant
11 incorporates by this reference the Preamble and each of the
12 allegations in Paragraphs 1 through 13, herein above.

13 15.

14 The conduct of Respondent in: (1) misrepresenting
15 that the Sierra property would be in Wyler's name for only six
16 months, (2) failing to remove the Sierra property from Wyler's
17 name as per the settlement agreement, and (3) failing to
18 disclose that the private lender was in fact Respondent, as
19 described herein above, constitutes fraud and dishonest dealing
20 and is a violation of Code Section 10177(j), and is cause to
21 suspend or revoke the real estate license and license rights of
22 Respondent.

23 SECOND CAUSE OF ACCUSATION

24 (Violation by Respondent of Section 10176(a) and (i) of the
25 Code)

26 16.

27 As a Second Cause of Accusation, Complainant

1 incorporates by this reference the Preamble and each of the
2 allegations in Paragraphs 1 through 13, herein above.

3 17.

4 The conduct of Respondent in: (1) misrepresenting
5 that the trust deed on the Oak Street property was a second
6 trust deed, when in fact it was a third, (2) misrepresenting
7 that the Wyler and Alvarado trust deed on the Oak Street
8 property was secured by equity, when in fact Respondent recently
9 placed a second trust deed on the Oak Street property, taking
10 out the equity and, (3) representing Madrigal as a private
11 lender, when in fact Respondent was the true lender in a
12 transaction that he was the broker, as described herein above,
13 constitutes fraud and dishonest dealing and is a violation of
14 Code Section 10176(a) and (i), and is cause to suspend or revoke
15 the real estate license and license rights of Respondent.

16 THIRD CAUSE OF ACCUSATION

17 (Violation by Respondent of Section 10177(g) of the Code)

18 18.

19 As a Third Cause of Accusation, Complainant
20 incorporates by this reference the Preamble and each of the
21 allegations in Paragraphs 1 through 13, herein above.

22 19.

23 The conduct of Respondent in: (1) misrepresenting
24 that the trust deed on the Oak Street property was a second
25 trust deed, when in fact it was a third (2) misrepresenting that
26 the Wyler and Alvarado trust deed on the Oak Street property was
27 secured by equity, when in fact Respondent recently placed a

1 second trust deed on the Oak Street property, taking out the
2 equity and, (3) representing Madrigal as a private lender, when
3 in fact Respondent was the true lender in a transaction that he
4 was the broker, as described herein above, constitutes
5 negligence and is a violation of Code Section 10177(g), and is
6 cause to suspend or revoke the real estate license and license
7 rights of Respondent.

8
9 WHEREFORE, Complainant prays that a hearing be
10 conducted on the allegations of this Accusation and that upon
11 proof thereof, a decision be rendered imposing disciplinary
12 action against all licenses and license rights of Respondent,
13 RICHARD TAMAYO, under the Real Estate Law (Part 1 of Division 4
14 of the Business and Professions Code), and for such other and
15 further relief as may be proper under other applicable
16 provisions of law.

17 Dated at Los Angeles, California
18 this 16th day of March, 2000.

19
20 THOMAS MCCRADY
21 Deputy Real Estate Commissioner

22
23
24 cc: Richard Tamayo
25 Thomas McCrady
26 Sacto
27 OAH
EC

SAC

BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

In the Matter of the Accusation of)
RICHARD TAMAYO,)
Respondent (s)

Case No. H-28164 LA
OAH No. L-1999070310

FILED
JAN 21 2000
DEPARTMENT OF REAL ESTATE

NOTICE OF CONTINUED HEARING ON ACCUSATION

To the above-named Respondent (s):

By Chris Leong

You are hereby notified that a hearing will be held before the Department of Real Estate at the Office of Administrative Hearings, 320 West Fourth Street, Suite 630, Los Angeles, CA 90013-1105 on WEDNESDAY and THURSDAY, MARCH 22 and 23, 2000 at the hour of 9:00 A.M., or as soon thereafter as the matter can be heard, upon the Accusation served upon you. If you object to the place of hearing, you must notify the presiding administrative law judge of the Office of Administrative Hearings within ten (10) days after this notice is served on you. Failure to notify the presiding administrative law judge within ten days will deprive you of a change in the place of the hearing.

You may be present at the hearing. You have the right to be represented by an attorney at your own expense. You are not entitled to the appointment of an attorney to represent you at public expense. You are entitled to represent yourself without legal counsel. If you are not present in person nor represented by counsel at the hearing, the Department may take disciplinary action against you based upon any express admission or other evidence including affidavits, without any notice to you.

You may present any relevant evidence and will be given full opportunity to cross-examine all witnesses testifying against you. You are entitled to the issuance of subpoenas to compel the attendance of witnesses and the production of books, documents or other things by applying to the Department of Real Estate.

The hearing shall be conducted in the English language. If you want to offer the testimony of any witness who does not proficiently speak the English language, you must provide your own interpreter and pay his or her costs. The interpreter must be certified in accordance with Sections 11435.30 and 11435.55 of the Government Code.

DEPARTMENT OF REAL ESTATE

Dated: January 21, 2000

By CHRIS LEONG
CHRIS LEONG, Counsel

cc: Richard Tamayo
Frank M. Buda, Esq.
Sacto.
OAH

SAC

BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

In the Matter of the Accusation of)
)
 RICHARD TAMAYO,)
)
)
)
 _____)
 Respondent (s)

Case No. H-28164 LA
OAH No. L-1999070310

FILED
NOV 19 1999
DEPARTMENT OF REAL ESTATE

NOTICE OF CONTINUED HEARING ON ACCUSATION C.3

To the above-named Respondent(s):

You are hereby notified that a hearing will be held before the Department of Real Estate at the Office of Administrative Hearings, 320 West Fourth Street, Suite 630, Los Angeles, CA 90013-1105 on TUESDAY and WEDNESDAY, JANUARY 25 and 26, 2000, at the hour of 9:00 A.M., or as soon thereafter as the matter can be heard, upon the Accusation served upon you. If you object to the place of hearing, you must notify the presiding administrative law judge of the Office of Administrative Hearings within ten (10) days after this notice is served on you. Failure to notify the presiding administrative law judge within ten days will deprive you of a change in the place of the hearing.

You may be present at the hearing. You have the right to be represented by an attorney at your own expense. You are not entitled to the appointment of an attorney to represent you at public expense. You are entitled to represent yourself without legal counsel. If you are not present in person nor represented by counsel at the hearing, the Department may take disciplinary action against you based upon any express admission or other evidence including affidavits, without any notice to you.

You may present any relevant evidence and will be given full opportunity to cross-examine all witnesses testifying against you. You are entitled to the issuance of subpoenas to compel the attendance of witnesses and the production of books, documents or other things by applying to the Department of Real Estate.

The hearing shall be conducted in the English language. If you want to offer the testimony of any witness who does not proficiently speak the English language, you must provide your own interpreter and pay his or her costs. The interpreter must be certified in accordance with Sections 11435.30 and 11435.55 of the Government Code.

DEPARTMENT OF REAL ESTATE

Dated: November 19, 1999

By

CHRIS LEONG
CHRIS LEONG, Counsel

cc: Richard Tamayo
Frank M. Buda, Esq.
✓ Sacto.
OAH

SAC

BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

In the Matter of the Accusation of)
)
 RICHARD TAMAYO,)
)
 _____)
 Respondent(s)

Case No. H-28164 LA
OAH No. L-1999070310

FILED
OCT - 7 1999
DEPARTMENT OF REAL ESTATE

NOTICE OF CONTINUED HEARING ON ACCUSATION C-37

To the above-named Respondent(s):

You are hereby notified that a hearing will be held before the Department of Real Estate at the Office of Administrative Hearings, 320 West Fourth Street, Suite 630, Los Angeles, CA 90013-1105 on THURSDAY and FRIDAY, NOVEMBER 18 and 19, 1999, at the hour of 9:00 A.M., or as soon thereafter as the matter can be heard, upon the Accusation served upon you. If you object to the place of hearing, you must notify the presiding administrative law judge of the Office of Administrative Hearings within ten (10) days after this notice is served on you. Failure to notify the presiding administrative law judge within ten days will deprive you of a change in the place of the hearing.

You may be present at the hearing. You have the right to be represented by an attorney at your own expense. You are not entitled to the appointment of an attorney to represent you at public expense. You are entitled to represent yourself without legal counsel. If you are not present in person nor represented by counsel at the hearing, the Department may take disciplinary action against you based upon any express admission or other evidence including affidavits, without any notice to you.

You may present any relevant evidence and will be given full opportunity to cross-examine all witnesses testifying against you. You are entitled to the issuance of subpoenas to compel the attendance of witnesses and the production of books, documents or other things by applying to the Department of Real Estate.

The hearing shall be conducted in the English language. If you want to offer the testimony of any witness who does not proficiently speak the English language, you must provide your own interpreter and pay his or her costs. The interpreter must be certified in accordance with Sections 11435.30 and 11435.55 of the Government Code.

DEPARTMENT OF REAL ESTATE

Dated: October 7, 1999

By Chris Leong
CHRIS LEONG, Counsel

cc: Richard Tamayo
Robert B. Silverman, Esq.
Sacto.
OAH

SAC

BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

In the Matter of the Accusation of)
RICHARD TAMAYO,)
Respondent(s)

Case No. H-28164 LA
OAH No. L-1999070310

FILED
JUL 23 1999
DEPARTMENT OF REAL ESTATE

NOTICE OF HEARING ON ACCUSATION

To the above-named Respondent(s):

By C.B.

You are hereby notified that a hearing will be held before the Department of Real Estate at the Office of Administrative Hearings, 320 West Fourth Street, Suite 630, Los Angeles, CA 90013-1105 on THURSDAY and FRIDAY, SEPTEMBER 23 and 24, 1999, at the hour of 9:00 A.M., or as soon thereafter as the matter can be heard, upon the Accusation served upon you. If you object to the place of hearing, you must notify the presiding administrative law judge of the Office of Administrative Hearings within ten (10) days after this notice is served on you. Failure to notify the presiding administrative law judge within ten days will deprive you of a change in the place of the hearing.

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DEPARTMENT OF REAL ESTATE

Dated: July 23, 1999

By Chris Leong
CHRIS LEONG, Counsel

cc: Richard Tamayo
Robert B. Silverman, Esq.
Sacto.
OAH

SAC

1 CHRIS LEONG, Counsel (SBN 141079)
2 Department of Real Estate
3 320 West Fourth Street, Suite 350
4 Los Angeles, CA 90013-1105
5 Telephone: (213) 576-6982
6 -or- (213) 576-6910 (Direct)

FILED
JUN 18 1999
DEPARTMENT OF REAL ESTATE

By C. B. [Signature]

8 BEFORE THE DEPARTMENT OF REAL ESTATE

9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of)
12 RICHARD TAMAYO,) NO. H-28164 LA
13 Respondent.) A C C U S A T I O N
14 _____)

15 The Complainant, Thomas McCrady, a Deputy Real Estate
16 Commissioner of the State of California, for cause of Accusation
17 against RICHARD TAMAYO (hereinafter "Respondent"), is informed
18 and alleges as follows:

19 1.

20 The Complainant, Thomas McCrady, a Deputy Real Estate
21 Commissioner of the State of California, makes this Accusation
22 against Respondent in his official capacity.

23 2.

24 At all times herein mentioned, Respondent was and
25 still is licensed by the Department of Real Estate of the State
26 of California (hereinafter "Department") as a real estate
27 broker. Respondent's license was suspended indefinitely on
July 1, 1997, due to a failure to pay child support. The

1 suspension was released on February 2, 1998.

2 3.

3 At all times mentioned herein, in Los Angeles County,
4 California, Respondent engaged in the business of, acted in the
5 capacity of, advertised or assumed to act as a real estate
6 broker in the State of California, within the meaning of
7 Business and Professions Code ("Code") Section 10131(a) and (d),
8 wherein he, on behalf of others, solicited borrowers and lenders
9 for loans secured by an interest in real property and purchasers
10 and sellers of real property for compensation or in expectation
11 of compensation.

12 Sierra Street Transaction

13 4.

14 In or about October 1995, Respondent, through his
15 sister, Lourdes Tamayo, and later in person, asked Della Wyler
16 (hereinafter "Wyler") if she would "put a property in her
17 (Wyler's) name" for six months and later transfer the property
18 to Lourdes Tamayo. The property is located at 3218 Sierra
19 Street, Los Angeles, CA 90031 (hereinafter "Sierra property").
20 Respondent purchased the Sierra property and used Wyler as the
21 straw buyer. Respondent promised Wyler that he would pay for
22 everything and that she would only have to sign some papers. At
23 that time, the Sierra property was owned by Raul Arias and
24 Teresa Arias. Escrow was opened at Epic Escrow on November 10,
25 1995. Respondent prepared a loan application for Wyler. Loan
26 number 101126 in the amount of about \$147,291.00 was obtained
27 from Mortgage Capital Resource (hereinafter "MCR") in Wyler's

1 name. The trasaction was completed and title to the property
2 was recorded in favor of Wyler on January 23, 1996. A Trust
3 Deed, number 96-126561, was recorded in the Los Angeles County
4 Recorders office naming Della Wyler as the Trustor and MCR as
5 the beneficiary.

6 5.

7 Wyler (plaintiff) filed a civil case, number
8 BC 183109, in the Los Angeles Superior Court, against
9 Respondent, alleging, among other causes of action, fraud. This
10 case was settled on August 4, 1998. The settlement agreement
11 stated that Plaintiff and Defendant "will move forthwith to sell
12 the property...". To date, Respondent has not complied with the
13 settlement agreement and the property is still in Wyler's name.
14 In addition, since August 1998, Respondent has stopped paying
15 the mortgage payments on the Sierra property, the foreclosure
16 process has begun, and Wyler's credit has been harmed. MCR was
17 never informed that Respondent was the true buyer of the Sierra
18 property.

19 Adams Blvd. Transaction

20 -6.

21 In or about the first week of October 1996, Wyler and
22 her husband, Marcelo Alvarodo (hereinafter "Alvarodo"), were
23 interested in selling their commercial property located at
24 1884-1886-1886 1/2 Adams Blvd., Los Angeles, CA 90018
25 (hereinafter "Adams Blvd. property"). By the end of October
26 1996, Wyler and Alvarodo had found a buyer, Alejandro Hernandez,
27 for their property. Wyler and Alvarodo contacted Respondent for

1 the purpose of hiring him in the sale of the Adams Blvd.
2 property. It was agreed that Respondent would represent both
3 the sellers and the buyer.

4 7.

5 Escrow was opened at Epic Escrow. On January 20,
6 1997, Hernandez applied for a loan in the amount of \$226,481.00
7 for the purchase of the Adams Blvd. property. This application
8 was made through Amerimort Financial Corp., where Respondent's
9 brother, Robert Tamayo, was employed. Jerry Current
10 (hereinafter "Current") was the loan officer.

11 8.

12 Four months later, in or about April 1997, Respondent
13 contacted Wyler and Alvarado and asked them to sign more
14 paperwork (additional paperwork appeared to be a second set of
15 escrow instructions dated April 7, 1997). Robert Tamayo told
16 Alvarado that he had to sign additional paperwork because
17 Respondent was now employed by Fred Sands Superior Brokers
18 (hereinafter "Superior"). Escrow was re-opened on April 7,
19 1997.

20 9.

21 Two days prior to the close of escrow, May 7, 1997,
22 Respondent informed Alvarado that Hernandez did not have enough
23 money for the down payment and that in order for escrow to
24 close, Alvarado would have to lend Hernandez approximately
25 \$19,000.00. Alvarado informed Respondent that he was unable to
26 lend Hernandez the money. Respondent stated that he could find
27 a "private lender" who would lend Hernandez the down payment,

1 but that the private lender would charge Alvarodo and Wyler an
2 additional \$5,000.00 for the loan. This "private lender" would
3 lend Hernandez \$19,000.00 only if Alvarodo immediately repaid
4 the lender \$24,000.00 at the close of escrow, through his sales
5 proceeds. Alvarodo and Wyler agreed, and on May 5, 1997, signed
6 a statement authorizing Epic Escrow to pay Julissa Madrigal
7 (hereinafter "Madrigal"), the "private lender", \$24,000.00 at
8 close of escrow. Madrigal worked as Respondent's secretary. At
9 that time, Wyler and Alvarodo did not know that Madrigal was
10 Respondent's secretary. The amount of \$24,000.00 was paid to
11 Madrigal, via check, at the close of escrow. This check was
12 endorsed by Madrigal.

13 10.

14 Epic Escrow received four separate deposits totaling
15 \$25,700.00 for the Hernandez transaction. A cashier's check in
16 the amount of \$12,000.00 was received by Epic Escrow on May 5,
17 1997. This cashier's check (Ck# 12-4927304362) was drawn from
18 Respondent's checking account on May 5, 1997. Respondent did
19 not disclose to Wyler that \$12,000.00 of the \$24,000.00 loan
20 from the "private lender" was in fact from Respondent.

21 11.

22 Respondent advised that Alvarodo charge Hernandez, the
23 buyer, \$30,000.00 for the loan (\$24,000.00 for the down payment
24 paid to Madrigal and \$6,000.00 interest). Respondent
25 represented that Wyler's loan would be secured by as "second
26 Deed of Trust". On July 3, 1997, a trust deed in the amount of
27 \$30,000.00 was recorded in the Los Angeles County Recorders

1 office, deed number 97-1001330, naming Hernandez as trustor and
2 Wyler and Alvarodo as beneficiaries. This Deed of Trust was
3 secured by Hernandez' property located at 1109 Oaks Street,
4 Compton, CA 90221 (hereinafter "Oak Street property").

5 12.

6 The Oak Street property went into foreclosure and
7 Hernandez failed to repay the \$30,000.00 to Wyler and Alvarodo.
8 In fact, Wyler's trust deed on the Oak Street property was a
9 third trust deed not a second trust deed, as promised by
10 Respondent. In fact, on April 3, 1997, a "second Deed of Trust"
11 in the amount of \$25,000.00 was recorded in the Los Angeles
12 County Recorders office, deed number 97-506958, naming Josefina
13 Barajas and Alejandro Hernandez as trustors and Daidco Financial
14 Services as beneficiary. This Deed of Trust was for the Oak
15 Street property. Respondent knew that there was insufficient
16 equity in the Oak Street property to secure the Wyler and
17 Alvarodo trust deed. Respondent did not disclose these facts to
18 Wyler and Alvarodo.

19 FIRST CAUSE OF ACCUSATION

20 (Violation by Respondent of Section 10177(j) of the Code)

21 13.

22 As a First Cause of Accusation, Complainant
23 incorporates by this reference the Preamble and each of the
24 allegations in Paragraphs 1 through 12, herein above.

25 14.

26 The conduct of Respondent in: (1) misrepresenting
27 that the Sierra property would be in Wyler's name for only six

1 months, (2) failing to remove the Sierra property from Wyler's
2 name as per the settlement agreement, and (3) failing to
3 disclose that the private lender was in fact Respondent, as
4 described herein above, constitutes fraud and dishonest dealing
5 and is a violation of Code Section 10177(j), and is cause to
6 suspend or revoke the real estate license and license rights of
7 Respondent.

8 SECOND CAUSE OF ACCUSATION

9 (Violation by Respondent of Section 10176(a) and (i) of the
10 Code)

11 15.

12 As a Second Cause of Accusation, Complainant
13 incorporates by this reference the Preamble and each of the
14 allegations in Paragraphs 1 through 12, herein above.

15 16.

16 The conduct of Respondent in: (1) misrepresenting
17 that the trust deed on the Oak Street property was a second
18 trust deed, when in fact it was a third, (2) misrepresenting
19 that the Wyler and Alvarodo trust deed on the Oak Street
20 property was secured by equity, when in fact Respondent recently
21 placed a second trust deed on the Oak Street property, taking
22 out the equity and, (3) representing Madrigal as a private
23 lender, when in fact Respondent was the true lender in a
24 transaction that he was the broker, as described herein above,
25 constitutes fraud and dishonest dealing and is a violation of
26 Code Section 10176(a) and (i), and is cause to suspend or revoke
27 the real estate license and license rights of Respondent.

THIRD CAUSE OF ACCUSATION

(Violation by Respondent of Section 10177(g) of the Code)

17.

As a Third Cause of Accusation, Complainant incorporates by this reference the Preamble and each of the allegations in Paragraphs 1 through 12, herein above.

18.

The conduct of Respondent in: (1) misrepresenting that the trust deed on the Oak Street property was a second trust deed, when in fact it was a third (2) misrepresenting that the Wyler and Alvarodo trust deed on the Oak Street property was secured by equity, when in fact Respondent recently placed a second trust deed on the Oak Street property, taking out the equity and, (3) representing Madrigal as a private lender, when in fact Respondent was the true lender in a transaction that he was the broker, as described herein above, constitutes negligence and is a violation of Code Section 10177(g), and is cause to suspend or revoke the real estate license and license rights of Respondent.

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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, RICHARD TAMAYO, under the Real Estate Law (Part 1 of Division 4 of the Business and Professions Code), and for such other and further relief as may be proper under other applicable provisions of law.

Dated at Los Angeles, California
this 18th day of June, 1999.

THOMAS MCCRADY

Deputy Real Estate Commissioner

cc: Richard Tamayo
Thomas McCrady
Sacto
EC