Sacto

Department of Real Estate
320 West Fourth St., #350
Los Angeles, CA 90013

(213) 576-6982

FILED

AUG - 1 2008

DEPARTMENT OF REAL ESTATE
BY: _____

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

* * * *

In the Matter of the Accusation of COLLEGE PARK REALTY INC., dba CP Commercial, CP Property Management, College Park Mortgage, Re/Max College Park Realty, and University Escrow, a real estate Corporation; BARRY CHARLES BINDER, individually and as former designated officer of College Park Realty Inc.; and CAROLYN OLIVIA TREADWAY, individually and as former designated officer of College Park Realty Inc.; Respondent.	No. H-33848 LA STIPULATION AND AGREEMENT

It is hereby stipulated by and between Respondent BARRY CHARLES BINDER, individually and as former designated officer of College Park Realty Inc., (sometimes referred to as "Respondent"), represented by Law Offices of Mary E. Work, Esq., and the Complainant, acting by and through Elliott Mac Lennan, Counsel for the Department of Real Estate, as follows for the purpose of settling and disposing of the Accusation ("Accusation") filed on March 22, 2007, in this matter:

1. All issues which were to be contested and all evidence which was to be presented by Complainant and Respondent at a formal hearing on the Accusation, which hearing was to be held in accordance with the provisions of the Administrative Procedure Act ("APA"), shall instead and in place thereof be submitted solely on the basis of the provisions of this Stipulation and Agreement ("Stipulation").

2. Respondent has received, read and understands the Statement to Respondent, the Discovery Provisions of the APA and the Accusation filed by the Department of Real Estate in this proceeding.

3. Respondent timely filed a Notice of Defense pursuant to Section 11506 of the Government Code for the purpose of requesting a hearing on the allegations in the Accusation. Respondent hereby freely and voluntarily withdraws said Notice of Defense. Respondent acknowledges that he understands that by withdrawing said Notice of Defense he thereby waives his right to require the Commissioner to prove the allegations in the Accusation at a contested hearing held in accordance with the provisions of the APA and that he will waive other rights afforded to him in connection with the hearing such as the right to present evidence in his defense the right to cross-examine witnesses.

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4. This Stipulation is based on the factual allegations contained in the Accusation. In the interest of expedience and economy, Respondent chooses not to contest these allegations, but to remain silent and understands that, as a result thereof, these factual allegations, without being admitted or denied, will serve as a prima facie basis for the disciplinary action stipulated to herein. The Real Estate Commissioner shall not be required to provide further evidence to prove said factual allegations.

5. This Stipulation and Respondent's decision not to contest the Accusation is made for the purpose of reaching an agreed disposition of this proceeding and is expressly limited to this proceeding and any other proceeding or case in which the Department of Real Estate ("Department"), the state or federal government, or any agency of this state, another state or federal government is involved, and otherwise shall not be admissible in any other criminal or civil proceedings.

6. It is understood by the parties that the Real Estate Commissioner may adopt this Stipulation as his Decision in this matter thereby imposing the penalty and sanctions on Respondent's real estate license and license rights as set forth in the "Order" below. In the event that the Commissioner in his discretion does not adopt the Stipulation, it shall be void and of no effect and Respondent shall retain the right to a hearing and proceeding on the Accusation under the provisions of the APA

and shall not be bound by any stipulation or waiver made herein.

7. The Order or any subsequent Order of the Real Estate Commissioner made pursuant to this Stipulation shall not constitute an estoppel, merger or bar to any further administrative or civil proceedings by the Department of Real Estate with respect to any matters which were not specifically alleged to be causes for Accusation in this proceeding but do constitute a bar, estoppel and merger as to any allegations actually contained in the Accusations against Respondent herein.

DETERMINATION OF ISSUES

By reason of the foregoing, it is stipulated and agreed that the following determination of issues shall be made:

I.

The conduct of BARRY CHARLES BINDER, as described in Paragraph 4, above, is in violation of Section 10177(h) of the Business and Professions Code and is a basis for the suspension or revocation of Respondent's license and license rights.

ORDER

WHEREFORE, THE FOLLOWING ORDER is hereby made:

I.

All licenses and licensing rights of Respondent BARRY CHARLES BINDER under the Real Estate Law are suspended for a period of ninety (90) days from the effective date of any license renewal of Respondent BARRY CHARLES BINDER's expired

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license or any issuance of an original real estate salesperson or broker license to BARRY CHARLES BINDER.

DATED: 2-28-08

ELLIOTT MAC LENNAN, Counsel for
the Department of Real Estate

* * *

EXECUTION OF THE STIPULATION

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

Respondent can signify acceptance and approval of the terms and conditions of this Stipulation by faxing a copy of its signature page, as actually signed by Respondent, to the Department at the following telephone/fax number: Elliott Mac Lennan at (213) 576-6917. Respondent agrees, acknowledges and understands that by electronically sending to the Department a fax copy of Respondents' actual signature as it appears on the

Stipulation that receipt of the faxed copy by the Department shall be as binding on Respondent as if the Department had received the original signed Stipulation.

DATED: 1.23.08

Barry C Binder

BARRY CHARLES BINDER individually and as former designated officer of College Park Realty Inc., Respondent

DATED: 2/4/08

MARY E. WORK, ESQ.
Attorney for Respondent
Approved as to form

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The foregoing Stipulation and Agreement is hereby adopted as my Decision as to Respondent BARRY CHARLES BINDER, individually and as former designated officer of College Park Realty Inc., and shall become effective at 12 o'clock noon on August 21, 2008.

IT IS SO ORDERED 7-24-08 2008.

JEFF DAVI
Real Estate Commissioner

BY: Barbara J. Bigby
Chief Deputy Commissioner

Department of Real Estate
320 West Fourth St., #350
Los Angeles, CA 90013

(213) 576-6982

FILED

AUG - 1 2008

DEPARTMENT OF REAL ESTATE

BY: _____

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

* * * *

In the Matter of the Accusation of COLLEGE PARK REALTY INC., dba CP Commercial, CP Property Management, College Park Mortgage, Re/Max College Park Realty, and University Escrow, a real estate Corporation; BARRY CHARLES BINDER, individually and as former designated officer of College Park Realty Inc.; and CAROLYN OLIVIA TREADWAY, individually and as former designated officer of College Park Realty Inc.; Respondent.	No. H-33848 LA STIPULATION AND AGREEMENT

It is hereby stipulated by and between Respondent COLLEGE PARK REALTY, INC., (sometimes referred to as "Respondent"), represented by Law Offices of Mary E. Work, Esq., and the Complainant, acting by and through Elliott Mac Lennan, Counsel for the Department of Real Estate, as follows for the purpose of settling and disposing of the Accusation ("Accusation") filed on March 22, 2007, in this matter:

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1. All issues which were to be contested and all evidence which was to be presented by Complainant and Respondent at a formal hearing on the Accusation, which hearing was to be held in accordance with the provisions of the Administrative Procedure Act ("APA"), shall instead and in place thereof be submitted solely on the basis of the provisions of this Stipulation and Agreement ("Stipulation").

2. Respondent has received, read and understands the Statement to Respondent, the Discovery Provisions of the APA and the Accusation filed by the Department of Real Estate in this proceeding.

3. Respondent timely filed a Notice of Defense pursuant to Section 11506 of the Government Code for the purpose of requesting a hearing on the allegations in the Accusation. Respondent hereby freely and voluntarily withdraws said Notice of Defense. Respondent acknowledges that it understands that by withdrawing said Notice of Defense it thereby waives its right to require the Commissioner to prove the allegations in the Accusation at a contested hearing held in accordance with the provisions of the APA and that it will waive other rights afforded to it in connection with the hearing such as the right to present evidence in his defense the right to cross-examine witnesses.

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4. This Stipulation is based on the factual allegations contained in the Accusation. In the interest of expedience and economy, Respondent chooses not to contest these allegations, but to remain silent and understands that, as a result thereof, these factual allegations, without being admitted or denied, will serve as a prima facie basis for the disciplinary action stipulated to herein. The Real Estate Commissioner shall not be required to provide further evidence to prove said factual allegations.

5. This Stipulation and Respondent's decision not to contest the Accusation is made for the purpose of reaching an agreed disposition of this proceeding and is expressly limited to this proceeding and any other proceeding or case in which the Department of Real Estate ("Department"), the state or federal government, or any agency of this state, another state or federal government is involved, and otherwise shall not be admissible in any other criminal or civil proceedings.

6. It is understood by the parties that the Real Estate Commissioner may adopt this Stipulation as his Decision in this matter thereby imposing the penalty and sanctions on Respondent's real estate license and license rights as set forth in the "Order" below. In the event that the Commissioner in his discretion does not adopt the Stipulation, it shall be void and of no effect and Respondent shall retain the right to a hearing and proceeding on the Accusation under the provisions of the APA

and shall not be bound by any stipulation or waiver made herein.

7. The Order or any subsequent Order of the Real Estate Commissioner made pursuant to this Stipulation shall not constitute an estoppel, merger or bar to any further administrative or civil proceedings by the Department of Real Estate with respect to any matters which were not specifically alleged to be causes for Accusation in this proceeding but do constitute a bar, estoppel and merger as to any allegations actually contained in the Accusations against Respondent herein.

DETERMINATION OF ISSUES

By reason of the foregoing, it is stipulated and agreed that the following determination of issues shall be made:

I.

The conduct of COLLEGE PARK REALTY INC., as described in Paragraph 4, above, is in violation of Section 10177(g) of the Business and Professions Code and is a basis for the suspension or revocation of Respondent's license and license rights.

ORDER

WHEREFORE, THE FOLLOWING ORDER is hereby made:

I.

All licenses and licensing rights of Respondent COLLEGE PARK REALTY INC. under the Real Estate Law are suspended for a period of forty (40) days from the effective date of this Decision; provided, however, that if Respondent so requests, said

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suspension (or a portion thereof) shall be stayed upon condition that:

1. Respondent pays a monetary penalty pursuant to Section 10175.2 of the Business and Professions Code at the rate of $250.00 per day or $10,000.

2. Said payment shall be in the form of a cashier's check or certified check made payable to the Recovery Account of the Real Estate Fund. Said check must be received by the Department prior to the effective date of the Decision in this matter.

3. No further cause for disciplinary action against the real estate license of Respondent occurs within two (2) years from the effective date of the Decision in this matter.

4. If Respondent fail to pay the monetary penalty in accordance with the terms of the Decision, the Commissioner may, without a hearing, order the immediate execution of all or any part of the suspension, in which event the Respondent shall not be entitled to any repayment nor credit, prorated or otherwise, for money paid to the Department under the terms of this Decision.

5. If Respondent pays the monetary penalty and if no further cause for disciplinary action against the real estate license of Respondent occurs within two (2) years from the effective date of the Decision, the stay hereby granted shall become permanent.

DATED: 01-24-08

ELLIOTT MAC LENNAN, Counsel for the Department of Real Estate

* * *

EXECUTION OF THE STIPULATION

We have read the Stipulation, and have discussed it with our counsel. Its terms are understood by us and are agreeable and acceptable to us. We understand that we are waiving rights given to us by the California Administrative Procedure Act (including but not limited to Sections 11506, 11508, 11509 and 11513 of the Government Code), and we willingly, intelligently and voluntarily waive those rights, including the right of requiring the Commissioner to prove the allegations in the Accusation at a hearing at which we would have the right to cross-examine witnesses against us and to present evidence in defense and mitigation of the charges.

Respondent can signify acceptance and approval of the terms and conditions of this Stipulation by faxing a copy of its signature page, as actually signed by Respondent, to the Department at the following telephone/fax number: Elliott Mac Lennan at (213) 576-6917. Respondent agrees, acknowledges and understands that by electronically sending to the Department a fax copy of Respondents' actual signature as it appears on the Stipulation that receipt of the faxed copy by the Department

shall be as binding on Respondent as if the Department had received the original signed Stipulation.

DATED: 1/29/2008

E. DORA AUSTIN as designated officer of College Park Realty Inc., Respondent

DATED: 2/4/08

MARY E. WORK, ESQ.
Attorney for Respondent
Approved as to form

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The foregoing Stipulation and Agreement is hereby adopted as my Decision as to Respondent COLLEGE PARK REALTY INC., and shall become effective at 12 o'clock noon on August 21, 2008.

IT IS SO ORDERED 7/24/08 2008.

JEFF DAVI
Real Estate Commissioner

BY: Barbara J. Bigby
Chief Deputy Commissioner

Sacto

FILED

FEB 11 2008

DEPARTMENT OF REAL ESTATE

BY: _____

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

* * * *

In the Matter of the Accusation of COLLEGE PARK REALTY INC., dba CP Commercial, CP Property Management, College Park Mortgage, Re/Max College Park Realty, and University Escrow, a real estate Corporation; and BARRY CHARLES BINDER, individually and as former designated officer of College Park Realty Inc.; and CAROLYN OLIVIA TREADWAY, individually and as designated officer of College Park Realty Inc. Respondents.	No. H-33848 LA

DISMISSAL

The Accusation filed against CAROLYN OLIVIA TREADWAY on March 22, 2007, is dismissed.

IT IS SO ORDERED this 4th day of Feb., 2008.

JEFF DAVI
Real Estate Commissioner

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ELLIOT MAC LENNAN, COUNSEL (SBN 66674)
Department of Real Estate
320 West Fourth St., #350
Los Angeles, CA 90013

(213) 576-6982
(213) 576-6911

FILED

MAR 22 2007

DEPARTMENT OF REAL ESTATE
BY: _____

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

* * * *

In the Matter of the Accusation of COLLEGE PARK REALTY INC., dba CP Commercial, CP Property Management, College Park Mortgage, Re/Max College Park Realty, and University Escrow, a real estate Corporation; BARRY CHARLES BINDER, individually and as former designated officer of College Park Realty Inc.; and CAROLYN OLIVIA TREADWAY, individually and as designated officer of College Park Realty Inc., Respondents.	No. H- 33848 LA A C C U S A T I O N

The Complainant, Janice Waddell, a Deputy Real Estate Commissioner, for cause of Accusation against COLLEGE PARK REALTY INC., a real estate corporation doing business as CP Commercial, CP Property Management, College Park Mortgage, Re/Max College Park Realty, and University Escrow; BARRY CHARLES BINDER, individually and as former designated officer of COLLEGE PARK REALTY INC.; and CAROLYN OLIVIA TREADWAY, individually and

as designated officer of COLLEGE PARK REALTY INC., is informed and alleges as follows:

1.

The Complainant, Janice Waddell, a Deputy Real Estate Commissioner of the State of California, makes this Accusation in her official capacity.

2.

Respondent COLLEGE PARK REALTY INC. (hereinafter "Respondent COLLEGE PARK") is presently licensed and at all times relevant herein was licensed by the Department of Real Estate of the State of California under the Real Estate Law, Part 1 of Division 4 of the California Business and Professions Code (hereinafter "Code") as a corporate real estate broker. Respondent COLLEGE PARK was originally licensed by the Department as a corporate real estate broker on or about June 12, 1989.

3.

Beginning on June 12, 2001 and continuing through November 22, 2004, Respondent COLLEGE PARK was authorized to act as a real estate broker by and through Respondent BARRY CHARLES BINDER as the designated officer and broker responsible, pursuant to the provisions of Code Section 10159.2 for the supervision and control of the activities conducted on behalf of Respondent COLLEGE PARK by Respondent COLLEGE PARK's officers and employees. Beginning on November 23, 2004 and continuing through the present time, Respondent COLLEGE PARK was and is authorized to act as a

real estate broker by and through Respondent CAROLYN OLIVIA TREADWAY as the designated officer and broker responsible, pursuant to the provisions of Code Section 10159.2 for the supervision and control of the activities conducted on behalf of Respondent COLLEGE PARK by Respondent COLLEGE PARK's officers and employees.

4.

Respondent BARRY CHARLES BINDER (hereinafter "Respondent BINDER") was originally licensed by the Department as a real estate broker in 1974, and his broker license expired on July 20, 2006. Respondent retains rights to renew his real estate license until 2008, pursuant to Code Section 10102, and the Department retains jurisdiction pursuant to Code Section 10103. Beginning sometime before June 12, 2001 and continuing until November 22, 2004, Respondent BINDER was licensed by the Department as the broker officer of Respondent COLLEGE PARK designated pursuant to Code Section 10159.2 to be responsible for the supervision and control of the activities conducted on behalf of Respondent COLLEGE PARK by its officers and employees as necessary to secure full compliance with the Real Estate Law.

5.

Respondent CAROLYN OLIVIA TREADWAY (hereinafter "Respondent TREADWAY") is presently licensed and at all times relevant herein was licensed under the Code as a real estate broker. Beginning on November 23, 2004, and continuing through

the present time, Respondent TREADWAY was, and is, licensed by the Department as the broker-officer of Respondent COLLEGE PARK designated pursuant to Code Section 10159.2 to be responsible for the supervision and control of the activities conducted on behalf of Respondent COLLEGE PARK by its officers and employees as necessary to secure full compliance with the Real Estate Law.

6.

At all times material herein, Respondents COLLEGE PARK, BINDER and TREADWAY (collectively referred to herein as "Respondents"), engaged in the business of, acted in the capacity of, advertised or assumed to act as real estate brokers within the meaning of Code Section 10131(a), representing another or others in the purchase, sale or exchange of real property and performing escrow services in relation to those transactions pursuant to Financial Code Section 10076(a)(4).

7.

All further references to "Respondents", unless otherwise specified, include the parties identified in Paragraphs 2 through 5 above, and also include the employees, agents and real estate licensees employed by or associated with said parties, who at all times herein mentioned were engaged in the furtherance of the business or operations of said parties and who were acting within the course and scope of their authority and employment.

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PRIOR DISCIPLINE

Respondent COLLEGE PARK

8.

Respondent COLLEGE PARK was originally licensed by the Department as a corporate real estate broker on or before June 12, 1989. On October 21, 1997, in Department of Real Estate Case No. H-27026 LA, Respondent's COLLEGE PARK's license was suspended for 60 days, which suspension was stayed for two years on terms and conditions, pursuant to Code Section 10177(g).

Respondent BARRY CHARLES BINDER

9.

On or about October 21, 1997, in Department of Real Estate Case No. H-27026 LA, Respondent BINDER's real estate broker license was suspended for 60 days, which suspension was stayed for two years subject to terms and conditions, pursuant to Code Section 10177(g).

10.

On or about April 9, 2003, in Case No. 963-1681, the Department of Corporations issued an order barring Respondent BINDER from any and all employment, management and/or control of any escrow agent. As a result, on or about August 9, 2005, in Department of Real Estate Case No. H-31345 LA, Respondent's real estate broker license was suspended for sixty days, stayed for four years, subject to terms and conditions, pursuant to Code Section 10177(f).

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UNLAWFUL REFERRAL OF CUSTOMERS FOR COMPENSATION

(Business and Professions Code Section 10177.4)

"Participation Agreement"

11.

Beginning on or about December 2, 2003, and continuing through on or about March 15, 2005, Respondents, and each of them, in connection with their real estate sales activities set forth in Paragraph 6 above, engaged in a reinsurance program with Land America Reinsurance Services, Inc. and its affiliates Lawyers Title Insurance Company and Commonwealth Land Title Company(hereafter collectively referred to as "LARS").

12.

On or about December 2, 2003, Respondent BINDER, on behalf of Respondent COLLEGE PARK, executed a "Participation Agreement" with LARS. Pursuant to the Participation Agreement, Respondents would receive $300.00 per transaction, plus a percentage of the premium paid to LARS for every real estate transaction in which the parties purchased title insurance from one of the LARS affiliates. Under this Participation Agreement, Respondents paid a one time $10,000 "Participation Fee", an annual "Participant Expense Fee" of $10,000, and a security deposit of $25,000. Respondent COLLEGE PARK agreed to assume 15% liability for title insurance losses, if any, from real estate transactions generated by Respondent COLLEGE PARK, as "reinsurance." In exchange, LARS and/or its affiliates would pay Respondent COLLEGE PARK 15% of the title insurance premiums

collected per transaction, plus a $300.00 processing fee, per transaction.

13.

In 2005, the California Department of Insurance (DOI) held public hearings relating to the business practice of entering into the types of reinsurance agreements described above. At these hearings, it was determined that the typical loss ratio as to title insurance is three to five percent. DOI found that there is in fact little or no risk transferred to the reinsurer (such as, in this case, the real estate broker) in exchange for the portion of premium they are collecting. Further, DOI found that in California, the normal practice is not to have a reinsurer in connection with title business. DOI determined that the reinsurance agreements of the type entered into between LARS and related affiliates and Respondent COLLEGE PARK were not legitimate reinsurance agreements. Rather, these agreements were created as part of a scheme under which title insurers were paying real estate brokers illegal rebates - in the form of "premiums" on fictitious reinsurance paid to captive reinsurers - in exchange for the brokers channelling business to the title companies.

14.

Between December 2, 2003 through on or about March 15, 2005, in connection with their real estate brokerage activities set forth in Paragraph 6 above, Respondent COLLEGE PARK received compensation in excess of $91,000 for referrals of borrowers to LARS and LARS affiliates as a result of real property purchase

and sale transactions negotiated by Respondent COLLEGE PARK. Examples of transactions in which Respondent COLLEGE PARK received compensation for referral of LARS affiliated title insurance companies include, but are not limited to, the following transactions.

17908 Carpintero Avenune, Bellflower, California

15.

In February of 2004, Respondent COLLEGE PARK represented Joy M. Muzic in the sale of real property she owned located at 17908 Carpintero Avenue, in Bellflower, California. In this transaction, Respondent COLLEGE PARK also represented the buyers, Leo Godfrey, Jr. and Julie Crenshaw-Godfrey. Escrow in this transaction was handled by Suburban Cities Escrow, a California corporation owned wholly or in part by Respondent BARRY BINDER. The parties obtained title insurance from LandAmerica Lawyer's Title Insurance Co., a LARS affiliate. Escrow closed on or about February 28, 2004. In March of 2004, after the close of escrow, LARS paid Respondents a $300 "processing fee" and a $279.90 reinsurance payment to Respondents, pursuant to the Participation Agreement set forth above.

16.

Although Respondents disclosed to the parties that COLLEGE PARK had business affiliations with Suburban Cities Escrow and Lawyer's Title Insurance, they did not disclose that Respondents would receive additional compensation in connection

with obtaining title insurance from a LARS affiliate pursuant to the Participation Agreement set forth above.

4303 Conquista Ave., Lakewood, CA

17.

Beginning on or about August 20, 2004 and continuing through closing of the transaction in January of 2005, Respondent COLLEGE PARK represented Terri Patton in the sale of real property she owned located at 4303 Conquista Ave. in Lakewood, California. The parties obtained title insurance from LandAmerica Lawyer's Title Insurance Co., a LARS affiliate. On or about January 12, 2005, escrow closed at Suburban Cities Escrow. In connection with this transaction, in January of 2005, after the close of escrow, LARS paid Respondents a $300 "processing fee" and a $307.65 reinsurance payment, pursuant to the Participation Agreement set forth above.

18.

Although Respondents disclosed to the parties that COLLEGE PARK had business affiliations with Suburban Cities Escrow and Lawyer's Title Insurance, they did not disclose that Respondents would receive additional compensation in connection with obtaining title insurance from a LARS affiliate pursuant to the Participation Agreement set forth above.

2996 Bronco Drive, Ontario, California

19.

Beginning on or about September 15, 2004, and continuing through closing of the transaction in January of 2005, Respondent COLLEGE PARK represented Kristy Lee Moffatt in the

sale of real property she owned located at 2996 Bronco Drive, in Ontario, California. The parties obtained title insurance from LandAmerica Lawyer's Title Insurance Co., a LARS affiliate. On or about January 28, 2005, escrow closed at Suburban Cities Escrow. In connection with this transaction, after the close of escrow, LARS paid Respondents a $300 "processing fee" and a $303.60 reinsurance payment, pursuant to the Participation Agreement set forth above.

20.

Although Respondents disclosed to the parties that COLLEGE PARK had business affiliations with Suburban Cities Escrow and Lawyer's Title Insurance, they did not disclose that Respondents would receive additional compensation in connection with obtaining title insurance from a LARS affiliate pursuant to the Participation Agreement set forth above.

3565 Linden Avenue #127, Long Beach, California

21.

Beginning in 2004, and continuing through closing of the transaction in January of 2005, Respondent COLLEGE PARK represented Jericho Limfueco in the sale of real property he owned located at 3565 Linden Avenue, #127 in Long Beach, California. The parties obtained title insurance from LandAmerica Lawyer's Title Insurance Co., a LARS affiliate. On or about January 28, 2005, escrow closed at University Escrow. In connection with this transaction, after the close of escrow, LARS paid Respondents a $300 processing fee and a $195.00

reinsurance payment pursuant to the Participation Agreement set forth above.

22.

Although Respondents disclosed to the parties that COLLEGE PARK had business affiliations with University Escrow and Lawyer's Title Insurance, they did not disclose that Respondents would receive additional compensation in connection with obtaining title insurance from a LARS affiliate pursuant to the Participation Agreement set forth above.

4965 Deeboyar Avenue, Lakewood, California

23.

Beginning prior to April of 2004, and continuing through closing of the transaction in April of 2004, Respondent COLLEGE PARK represented Rebecca and Michael Loefler in the sale of real property they owned located at 4945 Deeboyar Avenue, in Lakewood, California. The parties obtained title insurance from LandAmerica Lawyer's Title Insurance Co., a LARS affiliate. On or about April 15, 2004, escrow closed at Ticor Escrow. In connection with this transaction, after the close of escrow, LARS paid Respondents a $300 processing fee and a $228.90 reinsurance payment, pursuant to the Participation Agreement set forth above.

24.

Although Respondents disclosed to the parties that COLLEGE PARK had business affiliations with Lawyer's Title Insurance, they did not disclose that Respondents would receive additional compensation in connection with obtaining title

insurance from a LARS affiliate pursuant to the Participation Agreement set forth above.

25.

The conduct, acts and/or omissions of Respondent COLLEGE PARK as set forth in Paragraphs 11 through 24 above are in violation of Code Section 10177.4, and constitute grounds to suspend or revoke Respondent COLLEGE PARK's real estate broker license pursuant to Business and Professions Code Sections 10177(d) and 10177(g) for claiming, demanding or receiving commissions, fees or other consideration from a title insurance company for referral of customers to the title insurance company.

26.

The conduct, acts and/or omissions of Respondent BINDER and Respondent TREADWAY, as set forth in Paragraphs 11 through 24 above are in violating of Code Section 10177.4, and constitute grounds to suspend or revoked Respondent BINDER and Respondent TREADWAY's real estate broker licenses and/or license rights pursuant to Business and Professions Code Sections 10177(g) and/or 10177(d).

27.

The conduct, acts and/or omissions of Respondents COLLEGE PARK, BINDER, and TREADWAY in claiming or taking a secret or undisclosed amount of compensation, commission or profit in relation to the referral of customers to LARS affiliated title insurance companies constitutes grounds to discipline Respondents' real estate licenses and/or licensing rights pursuant to Business and Professions Code Section 10176(g).

28.

The failure of Respondent BINDER and/or Respondent TREADWAY to ensure Respondent COLLEGE PARK's full compliance with the Real Estate Law, as set forth in Paragraphs 11 through 24 above, in violation of Code Section 10159.2, constitutes grounds to discipline Respondent BINDER and/or Respondent TREADWAY's broker licenses and license rights as the designated broker-officers of Respondent COLLEGE PARK, pursuant to Code Sections 10177(d), 10177(g) and/or 10177(h), for failing to exercise required supervision over the activities of the officers and employees of Respondent COLLEGE PARK.

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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/or license rights of Respondent COLLEGE PARK REALTY, a corporate real estate broker and Respondents BARRY CHARLES BINDER and CAROLYN OLIVIA TREADWAY, as designated officers of COLLEGE PARK REALTY under the Real Estate Law and for such other and further relief as may be proper under applicable provisions of law.

Dated at Los Angeles, California

this 20 day of March, 2007.

Janice Waddell,
Deputy Real Estate Commissioner

cc: ReMax College Park Realty
Carolyn Olivia Treadway
Barry Charles Binder
Janice Waddell
Sacto.