

1 ("Accusation") filed on October 24, 2007, in this matter:

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

9 2. Respondents have received, read and understand the
10 Statement to Respondent, the Discovery Provisions of the APA and
11 the Accusation filed by the Department of Real Estate in this
12 proceeding.

13 3. Respondents timely filed a Notice of Defense
14 pursuant to Section 11506 of the Government Code for the purpose
15 of requesting a hearing on the allegations in the Accusation.
16 Respondents hereby freely and voluntarily withdraw said Notice of
17 Defense. Respondents acknowledge that they understand that by
18 withdrawing said Notice of Defense they thereby waive their right
19 to require the Commissioner to prove the allegations in the
20 Accusation at a contested hearing held in accordance with the
21 provisions of the APA and that they will waive other rights
22 afforded to them in connection with the hearing such as the right
23 to present evidence in their defense the right to cross-examine
24 witnesses.
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1 4. This Stipulation is based on the factual
2 allegations contained in the Accusation. In the interest of
3 expedience and economy, Respondents choose not to contest these
4 allegations, but to remain silent and understand that, as a
5 result thereof, these factual allegations, without being admitted
6 or denied, will serve as a prima facie basis for the disciplinary
7 action stipulated to herein. The Real Estate Commissioner shall
8 not be required to provide further evidence to prove said factual
9 allegations.

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

18 6. It is understood by the parties that the Real
19 Estate Commissioner may adopt this Stipulation as his Decision in
20 this matter thereby imposing the penalty and sanctions on
21 Respondents' real estate licenses and license rights as set forth
22 in the "Order" herein below. In the event that the Commissioner
23 in his discretion does not adopt the Stipulation, it shall be
24 void and of no effect and Respondents shall retain the right to a
25 hearing and proceeding on the Accusation under the provisions of
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1 the APA and shall not be bound by any stipulation or waiver made
2 herein.

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

11 8. Respondents understand that by agreeing to this
12 Stipulation, Respondents agree to pay, pursuant to Business and
13 Professions Code Section 10148, the cost of audit which led to
14 this disciplinary action. The amount of said cost for the audit
15 is \$10,015.13.

16 9. Respondents have received, read, and understand the
17 "Notice Concerning Costs of Subsequent Audit". Respondents
18 further understand that by agreeing to this Stipulation, the
19 findings set forth below in the Determination of Issues become
20 final, and the Commissioner may charge Respondents for the cost
21 of any subsequent audit conducted pursuant to Business and
22 Professions Code Section 10148 to determine if the violations
23 have been corrected. The maximum cost of the subsequent audit
24 will not exceed \$10,015.13.

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DETERMINATION OF ISSUES

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

4 The conduct, acts or omissions of GOODYEAR HOME LOAN
5 CORPORATION and ARMEN NICK KEVORKIAN, as described in Paragraph
6 4, above, is in violation of Sections 10137 and 10145 of the
7 Business and Professions Code ("Code") and Sections 2831.2 and
8 2950(d) of Title 10, Chapter 6 of the California Code of
9 Regulations ("Regulations") and is a basis for discipline of
10 Respondent's license and license rights as a violation of the
11 Real Estate Law pursuant to Code Sections 10177(d) and 10177(g).
12

II.

13 The conduct, acts or omissions of ARMEN NICK KEVORKIAN,
14 as described in Paragraph 4, constitutes a failure to keep
15 Goodyear Home Loan Corporation, above, in compliance with the
16 Real Estate Law during the time that he was the officer
17 designated by a corporate broker licensee in violation of Section
18 10159.2 of the Code. This conduct is a basis for discipline of
19 Respondent's license pursuant to Code Section 10177(d) and
20 10177(h).
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ORDER

WHEREFORE, THE FOLLOWING ORDER is hereby made:

I.

All licenses and licensing rights of Respondents
GOODYEAR HOME LOAN CORPORATION and ARMEN NICK KEVORKIAN under the
Real Estate Law are suspended for a period of one hundred twenty
(120) days from the effective date of this Decision; provided,
however, that if Respondents request, the initial sixty (60) days
of said suspension (or a portion thereof) shall be stayed upon
condition that:

A 1. Respondents each pay a monetary penalty pursuant
to Section 10175.2 of the Business and Professions Code of \$4,500
(at the rate of \$75.00 per day for each day of the suspension)
for a total monetary penalty of \$9,000.

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 licenses of Respondents occurs within two (2)
years from the effective date of the Decision in this matter.

4. If Respondents 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

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

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

10 B. The remaining sixty (60) days of the one hundred
11 twenty (120) day suspension shall be stayed for two (2) years
12 upon the following terms and conditions:

13 (a) Respondents shall obey all laws, rules and
14 regulations governing the rights, duties and responsibilities of
15 a real estate licensee in the State of California; and

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

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2 Pursuant to Section 10148 of the Business and
3 Professions Code, Respondents GOODYEAR HOME LOAN CORPORATION and
4 ARMEN NICK KEVORKIAN shall pay the Commissioner's reasonable cost
5 for (a) the audit which led to this disciplinary action (b) a
6 subsequent audit to determine if Respondents are now in
7 compliance with the Real Estate Law. The cost of the audit which
8 led to this disciplinary action is \$10,015.13. In calculating
9 the amount of the Commissioner's reasonable cost, the
10 Commissioner may use the estimated average hourly salary for all
11 persons performing audits of real estate brokers, and shall
12 include an allocation for travel time to and from the auditor's
13 place of work. Said amount for the prior and subsequent audits
14 shall not exceed \$20,030.26.

15
16 Respondents shall pay such cost within 60 days of
17 receiving an invoice from the Commissioner detailing the
18 activities performed during the audit and the amount of time
19 spent performing those activities.

20 The Commissioner may suspend the license of Respondents
21 pending a hearing held in accordance with Section 11500, et seq.,
22 of the Government Code, if payment is not timely made as provided
23 for herein, or as provided for in a subsequent agreement between
24 the Respondent and the Commissioner. The suspension shall remain
25 in effect until payment is made in full or until Respondents
26 enter into an agreement satisfactory to the Commissioner to
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1 provide for payment, or until a decision providing otherwise is
2 adopted following a hearing held pursuant to this condition.

3 III.

4 All licenses and licensing rights of Respondent ARMEN
5 NICK KEVORKIAN are indefinitely suspended unless or until
6 Respondent provides proof satisfactory to the Commissioner, of
7 having taken and successfully completed the continuing education
8 course on trust fund accounting and handling specified in
9 paragraph (3) of subdivision (a) of Section 10170.5 of the
10 Business and Professions Code. Proof of satisfaction of this
11 requirement includes evidence that respondent has successfully
12 completed the trust fund account and handling continuing
13 education course within 120 days prior to the effective date of
14 the Decision in this matter.

15 IV.

16 During the two year period set forth in Paragraph
17 I.A..5, above, GOODYEAR HOME LOAN CORPORATION shall submit to the
18 Department of Real Estate a Quarterly Trust Fund Position
19 Statement as of the last day of each March, June, September and
20 December. The Position Statement shall be submitted to, the
21 Manager of the Department's Crisis Response Team in Los Angeles
22 office not later than 60 days following the last day of each
23 calendar quarter. The Position Statement shall include the
24 information and documents specified below and be verified as true
25 and accurate by Respondent GOODYEAR HOME LOAN CORPORATION under
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1 penalty of perjury. If Respondent GOODYEAR HOME LOAN
2 CORPORATION's designated officer has no trust fund liability as
3 of the last day of the calendar quarter, the Position Statement
4 shall so state.

5 The Position Statement shall consist of the following:

6 (1) A schedule of trust fund accountability with the
7 following information concerning funds held by Respondent
8 GOODYEAR HOME LOAN CORPORATION as agent or trustee to the
9 owner(s) of said funds:

10 (a) Account number and depositories.

11 (b) Names of principals and beneficiaries.

12 (c) Trust fund liability to (b)

13 (2) A report of trust funds in the custody and control
14 of Respondent as of the accounting date consisting of:

15 (a) A copy of Respondent's trust accounts' bank
16 statements (listed above as (1)(a)) showing the balance of funds
17 in the accounts as of the accounting date.

18 (b) A schedule of uncleared checks drawn on the accounts
19 adjusting the accounts to their true balance as of the accounting
20 date.
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22 (3) A copy of Respondent's (a) trust funds records
23 maintained pursuant to Section 2831 of the Regulations, (b)
24 separate records maintained pursuant to Section 2831.1 of the
25 Regulations and (c) reconciliation maintained pursuant to Section
26 2831.2 of the Regulations.
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1 (4) A statement explaining any discrepancy between the
2 total liability shown under (1) above and the adjusted trust
3 accounts' balances shown under (2) above.

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5 DATED: _____

03-07-08

EJL

ELLIOTT MAC LENNAN, Counsel for
6 the Department of Real Estate

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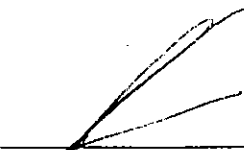
8 EXECUTION OF THE STIPULATION

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

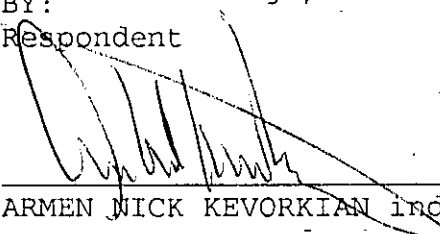
20 Respondents (1) shall mail the original signed
21 signature page of the stipulation herein to Elliott Mac Lennan:
22 Attention: Legal Section, Department of Real Estate, 320 W.
23 Fourth St., Suite 350, Los Angeles, California 90013-1105.
24 Additionally, Respondents shall also (2) facsimile a copy of
25 signed signature page, to the Department at the following
26 telephone/fax number: (213) 576-6917, Attention: Elliott Mac
27

1 Lennan. A facsimile constitutes acceptance and approval of the
2 terms and conditions of this stipulation. Respondents agree,
3 acknowledge and understand that by electronically sending to the
4 Department a facsimile copy of Respondents' actual signature as
5 it appears on the stipulation, which receipt of the facsimile
6 copy by the Department shall be as binding on Respondents as if
7 the Department had received the original signed stipulation.

8
9 DATED: 4-29-08



GOODYEAR HOME LOAN CORPORATION, a
11 corporate real estate broker,
12 BY: Adrian Ortega, President & CEO
Respondent

13
14 DATED: 4-29-08


ARMEN NICK KEVORKIAN individually

15
16 Respondent

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18 DATED: 5-9-08


FRANK M. BUDA, ESQ.
19 Attorney for Respondents

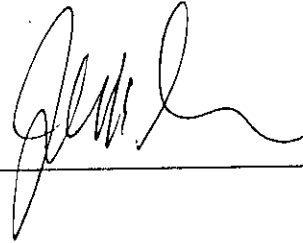
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1 The foregoing Stipulation and Agreement is hereby
2 adopted as my Decision as to Respondents GOODYEAR HOME LOAN
3 CORPORATION and ARMEN NICK KEVORKIAN, individually and as
4 designated officer of Goodyear Home Loan Corporation and shall
5 become effective at 12 o'clock noon on September 8, 2008.
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8 IT IS SO ORDERED 7-8, 2008.

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11 JEFF DAVI
12 Real Estate Commissioner

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1 ELLIOTT MAC LENNAN, SBN 66674
2 Department of Real Estate
3 320 West 4th Street, Ste. 350
4 Los Angeles, California 90013-1105

5 Telephone: (213) 576-6911 (direct)
6 -or- (213) 576-6982 (office)

FILED

OCT 24 2007

DEPARTMENT OF REAL ESTATE
BY: *A. G.*

8 BEFORE THE DEPARTMENT OF REAL ESTATE

9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of)

No. H-34424 LA

12 GOODYEAR HOME LOAN CORPORATION)
13 doing business as Goodyear)
14 Mortgage; and ARMEN NICK)
15 KEVORKIAN, individually and)
16 as designated officer of)
17 Goodyear Home Loan Corporation,)

A C C U S A T I O N

18 Respondents.)

19 The Complainant, Joseph Aiu, a Deputy Real Estate
20 Commissioner of the State of California, for cause of Accusation
21 against GOODYEAR HOME LOAN CORPORATION dba Goodyear Mortgage and
22 ARMEN NICK KEVORKIAN, individually and as designated officer of
23 Goodyear Home Loan Corporation, alleges as follows:

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1 responsible, pursuant to Code Section 10159.2 of the Business and
2 Professions Code for supervising the activities requiring a real
3 estate license conducted on behalf GOODYEAR of by GOODYEAR's
4 officers, agents and employees, including KEVORKIAN.

5 BROKERAGE AND LICENSE ACTIVITIES

6 4.

7 At all times mentioned, in the City of Corona, County
8 of San Diego, GOODYEAR acted as a corporate real estate broker
9 and conducted licensed activities within the meaning of:

10 A. Code Section 10131(a). Respondents engaged in the
11 business of, acted in the capacity of, advertised or assumed to
12 act as real estate brokers, including the solicitation for
13 listings of and the negotiation of the sale of real property as
14 the agent of others.

15 B. Code Section 10131(d). Respondent's, using the dba
16 of Goodyear Mortgage, engaged in activities with the public
17 wherein lenders and borrowers were solicited for loans secured
18 directly or collaterally by liens on real property, wherein such
19 loans were arranged, negotiated, processed and consummated on
20 behalf of others for compensation or in expectation of
21 compensation and for fees collected in advance; and

22 C. In addition, GOODYEAR conducted broker-controlled
23 escrows by and through its escrow division, Goodyear Escrow,
24 under the exemption set forth in California Financial Code
25 Section 17006(a)(4) for real estate brokers performing escrows
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1 incidental to a real estate transaction where the broker is a
2 party and where the broker is performing acts for which a real
3 estate license is required.

4 AUDIT

5 5.

6 On January 17, 2007, the Department completed an audit
7 examination of the books and records of GOODYEAR pertaining to
8 the residential resale, mortgage loan and broker-escrow
9 activities described in Paragraph 4, that require a real estate
10 license. The audit examination covered a period of time
11 beginning on June 1, 2005 to September 30, 2006. The audit
12 examination revealed violations of the Code and the Regulations
13 as set forth in the following paragraphs, and more fully set
14 forth in Audit Report SD 060020, SD 060022 and SD 060023 and the
15 exhibits and workpapers attached thereto.

16 TRUST ACCOUNTS

17 6.

18 At all times mentioned, in connection with the activities
19 described in Paragraph 4, above, GOODYEAR accepted or received
20 funds including funds in trust (hereinafter "trust funds") from
21 or on behalf of actual or prospective parties to transactions
22 including buyers, sellers, property owners, tenants, lenders,
23 borrowers and escrowholders handled by GOODYEAR and thereafter
24 made deposits and or disbursements of such funds. From time to
25 time herein mentioned during the audit period, said trust funds
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1 were deposited and/or maintained by GOODYEAR in the bank accounts
2 as follows:

3 "Goodyear Home Loan Corporation
4 0398248914"
5 PFF Bank & Trust
6 Pomona, California ("T/A #1")

7 "Goodyear Home Loan Corporation
8 0398210930"
9 PFF Bank & Trust
10 Pomona, California ("T/A #2")

11 "Goodyear Home Loan Corporation
12 0398213728"
13 PFF Bank & Trust
14 Pomona, California ("T/A #3")

15 VIOLATIONS OF THE REAL ESTATE LAW

16 7.

17 In the course of activities described in Paragraphs 4
18 and 6, above, and during the examination period described in
19 Paragraph 5, Respondents GOODYEAR and KEVORKIAN, acted in
20 violation of the Code and the Regulations in that they:

21 (a) Permitted, allowed or caused the disbursement of
22 trust funds from the escrow trust account where the disbursement
23 of funds reduced the total of aggregate funds in the trust
24 accounts set forth below, to an amount which was less than the
25 existing aggregate trust fund liability of GOODYEAR to every
26 principal who was an owner of said funds, without first obtaining
27 the prior written consent of the owners of said funds, as
required by Code Section 10145 and Regulations 2832.1, 2950(d),
2950(g) and 2951

1 • T/A #1 \$1,497 (September 30, 2006)

2 • T/A #2 \$107,084.55 (September 30, 2006)

3 On December 29, 2006, the shortage of \$107,084.55 was cured.

4 (b) Failed to maintain a control record in the form of
5 a columnar record in chronological order of all trust funds
6 received, deposited and disbursed by T/A #1 and T/A #2, in
7 violation of Code Section 10145 and Regulations 2831, 2950(d) and
8 2951.

9 (c) Failed to maintain a control record in the form of
10 a columnar record in chronological order of all trust funds
11 received, deposited and disbursed, as required by Code Section
12 10145 and Regulation 2831, 2950(d) and 2951.

13 (d) Failed to maintain a separate record for each
14 beneficiary or transaction, thereby failing to account for all
15 trust funds received, deposited and disbursed for by T/A #1 and
16 T/A #2, as required by Code Section 10145 and Regulation 2831.1,
17 2950(d) and 2951.

18 (e) Failed to perform a monthly reconciliation of the
19 balance of all separate beneficiary or transaction records
20 maintained pursuant to Regulation 2831.1 with the record of all
21 trust funds received and disbursed by T/A #1 - T/A #3, as
22 required by Code Section 10145 and Regulations 2831.2, 2950(d)
23 and 2951.

24 (f) T/A #1 - T/A #3 were not in the name of the broker
25 as trustee at a bank or other financial institution, nor
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1 designated as a trust account, in violation of Code Section 10145
2 of the Code and Regulations 2832(a), 2950(d) and 2951.

3 (f) (1) Failed to disburse from T/A #2 \$7,409.80, as
4 required by Code Sections 10145 and 10176(e) and Regulations
5 2835, 2950(d) and 2951; and

6 (f) (2) Escrow funds were deposited into the Rancho
7 Cucamonga general business account and the balance of the general
8 account was reduced to an amount that was less than the amount of
9 trust funds deposited to the general account with respect to
10 Escrow #175 and #201, in violaton of Code Section 10145 and
11 10176(e).

12 (g) In fifteen instances, failed to disclose in writing
13 to all parties of its financial interest and ownership of its
14 escrow division, as required by Code Section 10176(g) and
15 Regulation 2950(h).

16 (h) Used the fictitious names of "Goodyear Home Loans",
17 and "Goodyear Escrow" to conduct licensed activities including
18 mortgage loans and broker-controlled escrows without holding a
19 license bearing said fictitious business names, in violation of
20 Code Section 10159.5 and Regulation 2731.

22 (i) Failed to provide or retain a true and correct copy
23 of a Good Faith Estimate that satisfies the requirements of the
24 Real Estate Settlement Procedures Act of 1974 (12 U.S.C.A 2601 et
25 seq.), that (1) sets forth the broker's real estate license
26 number; and (2) a clear and conspicuous statement on the face of
27

1 the document stating that the Good Faith Estimate does not
2 constitute a loan commitment; and, further sets forth all
3 applicable disclosures including but not limited to (3) yield
4 spread premiums rebates by the lender for borrowers Guillen,
5 Howard, Lovett and Jackson, in violation of Code Section
6 10240(c).

7 (j) Employed and compensated Tonya Gachett and John
8 Jacob Jenkins as loan agents who GOODYEAR knew were not licensed
9 by the Department as a real estate broker or as a real estate
10 salesperson employed by a real estate broker, for performing acts
11 for which a real estate license is required, including soliciting
12 mortgage loans, in violation of Code Section 10137.

13 (k) GOODYEAR misrepresented to sellers Asset
14 Preservation Inc., Alan Rosas, Marsha Harris, and Renato/Ofelia
15 and that it held earnest money deposits when in fact the
16 earnest money deposits were delivered directly to escrow by the
17 buyers, in violation of Section 10176(a) and/or 10177(g).

18 (l) Failed to retain the salesperson license
19 certificate for Frias, Mora, Blackston and Martinez, in violation
20 of Code Section 10160 and Regulation 2753.

21 (m) Failed to notify the Department of the employment
22 of salespersons Frias, Mora, Blackston and Martinez, as required
23 by Code Section 10161.8 and Regulation 2752.

24 (n) Failed to maintain a signed broker salesperson
25 agreement with real estate licensee Roger Sardina and former
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1 licensee Nathan Statham, in violation of Section 2726 of the
2 Regulations.

3 (o) After notice and subpoena on December 11, 20011,
4 failed to produce or retain all records of GOODYEAR's activity
5 during the audit period requiring a real estate broker license,
6 as required by Code Section 10148.

7 (p) KEVORKIAN failed to supervise GOODYEAR and had no
8 system in place for regularly monitoring its compliance with the
9 Real Estate Law especially in regard to establishing policies to
10 review trust fund handling and escrow activities, in violation of
11 Code Sections 10159.2, 10177(h) and Regulation 2725.

12 8.

13 The conduct of Respondents GOODYEAR and KEVORKIAN,
14 described in Paragraph 7, above, violated the Code and the
15 Regulations as set forth below:
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17 <u>PARAGRAPH</u>	<u>PROVISIONS VIOLATED</u>
18 7(a)	Code Section 10145 and Regulations 19 2832.1, 2950(d) and 2951 20
21 7(b)	Code Section 10145 and Regulations 22 2831, 2950(d) and 2951 23
24 7(c)	Code Section 10145 and Regulations 25 2831.1, 2950(d) and 2951 26 27

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7(d) Code Section 10145 and Regulations
2831.2, 2950(d) and 2951

7(e) Code Section 10145 and Regulations
2832(a), 2950(d) and 2951

7(f) Code Sections 10145 and 10176(e)
and Regulations 2835, 2950(d) and
2951

7(g) Section 10176(g) and Regulation
2950(h)

7(h) Code Section 10159.5 and Regulation
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7(i) Code Section 10240(c)

7(j) Code Section 10137

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- 7(k) Code Section 10176(a) and/or
10177(g)

- 7(l) Code Section 10160 and Regulation
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- 7(m) Code Section 10161.8 and Regulation
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- 7(n) Regulation 2726

- 7(o) Code Section 10148

- 7(p) Code Section 10159.2 and Regulation
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The foregoing violations constitutes cause for the suspension or
revocation of the real estate license and license rights of
GOODYEAR and KEVORKIAN under the provisions of Code Sections
10176(a), 10176(e), 10176(g), 10177(d), 10177(g) and/or 10177(h).

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NEGLIGENCE

9.

The overall conduct of Respondents GOODYEAR and KEVORKIAN constitutes negligence or incompetence especially in regard to trust fund handling. This conduct and violation are cause for the suspension or revocation of the real estate license and license rights of said pursuant to Code Section 10177(g).

SUPERVISION AND COMPLIANCE

10.

The overall conduct of Respondent KEVORKIAN constitutes a failure on his part, as officer designated by a corporate broker licensee, to exercise the reasonable supervision and control over the licensed activities of GOODYEAR as required by Code Section 10159.2, and to keep GOODYEAR in compliance with the Real Estate Law, and is cause for the suspension or revocation of the real estate license and license rights of KEVORKIAN pursuant to the provisions of Code Sections 10177(d), 10177(g) and 10177(h).

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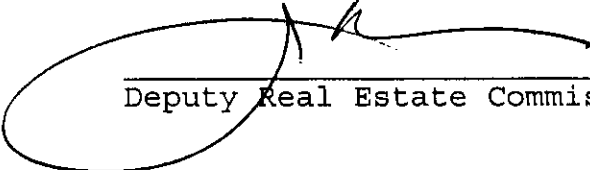
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1 WHEREFORE, Complainant prays that a hearing be
2 conducted on the allegations of this Accusation and that upon
3 proof thereof, a decision be rendered imposing disciplinary
4 action against the license and license rights of Respondents
5 GOODYEAR HOME LOAN CORPORATION and ARMEN NICK KEVORKIAN, under
6 the Real Estate Law (Part 1 of Division 4 of the Business and
7 Professions Code) and for such other and further relief as may be
8 proper under other applicable provisions of law.

9 Dated at Los Angeles, California

10 this

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Deputy Real Estate Commissioner

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24 cc: Goodyear Home Loan Corporation
25 c/o Armen Nick Kevorkian D.O.
26 Joseph Aiu
26 Sacto
27 Audits - Jennifer Borrromeo
Donna Beck