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1 Department of Real Estate  
2 320 W. 4<sup>th</sup> St., Room 350  
3 Los Angeles, California 90013  
4 Telephone: (213) 576-6982

**FILED**  
AUG 26 2010  
DEPARTMENT OF REAL ESTATE

8 BEFORE THE DEPARTMENT OF REAL ESTATE  
9 STATE OF CALIFORNIA

10 \* \* \*

|   |                                  |
|---|----------------------------------|
| 11 In the Matter of the Accusation of )   | No. H-35901 LA                   |
| 12 EADOIN MORTGAGE NETWORK, INC., )       | L-2009 061 457                   |
| 13 dba First Manhattan Mortgage, )        |                                  |
| 14 and ESTEBAN RAOUL MURILLO, )           | <u>STIPULATION AND AGREEMENT</u> |
| 15 as designated officer of the )         |                                  |
| 16 corporation, and <u>DAVID THOMAS</u> ) |                                  |
| 17 <u>GEORGE,</u> )                       |                                  |
| 18 Respondents. )                         |                                  |

19 It is hereby stipulated by and between DAVID THOMAS  
20 GEORGE (sometimes referred to as Respondent), and the  
21 Complainant, acting by and through James R. Peel, Counsel for  
22 the Department of Real Estate, as follows for the purpose of  
23 settling and disposing of the Accusation filed on April 22,  
24 2009, in this matter.

25 1. All issues which were to be contested and all  
26 evidence which was to be presented by Complainant and Respondent  
27 at a formal hearing on the Accusation, which hearing

1 was to be held in accordance with the provisions of the  
2 Administrative Procedure Act ("APA"), shall instead and in place  
3 thereof be submitted solely on the basis of the provisions of  
4 this Stipulation and Agreement ("Stipulation").

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

9           3. On October 23, 2009, Respondent filed a Notice of  
10 Defense pursuant to Section 11506 of the Government Code for the  
11 purpose of requesting a hearing on the allegations in the  
12 Accusation. Respondent hereby freely and voluntarily withdraws  
13 said Notice of Defense. Respondent acknowledges that he  
14 understands that by withdrawing said Notice of Defense he will  
15 thereby waive his right to require the Commissioner to prove the  
16 allegations in the Accusation at a contested hearing held in  
17 accordance with the provisions of the APA and that he will waive  
18 other rights afforded to him in connection with the hearing,  
19 such as the right to present evidence in defense of the  
20 allegations in the Accusation and the right to cross-examine  
21 witnesses.

22           4. This Stipulation is based on the factual  
23 allegations contained in the Accusation filed in this  
24 proceeding. In the interest of expedience and economy,  
25 Respondent chooses not to contest these factual allegations, but  
26 to remain silent and understands that, as a result thereof,  
27

1 these factual statements, will serve as a prima facie basis for  
2 the disciplinary action stipulated to herein. The Real Estate  
3 Commissioner shall not be required to provide further evidence  
4 to prove such allegations.

5 5. This Stipulation and Respondent's decision not to  
6 contest the Accusation is made for the purpose of reaching an  
7 agreed disposition of this proceeding and is expressly limited  
8 to this proceeding and any other proceeding or case in which the  
9 Department of Real Estate ("Department"), the state or federal  
10 government, or an agency of this state, another state or the  
11 federal government is involved.

12 6. It is understood by the parties that the Real  
13 Estate Commissioner may adopt the Stipulation as his decision  
14 in this matter thereby imposing the penalty and sanctions on  
15 Respondent's real estate license and license rights as set forth  
16 in the below "Order". In the event that the Commissioner in his  
17 discretion does not adopt the Stipulation, the Stipulation shall  
18 be void and of no effect, and Respondent shall retain the right  
19 to a hearing on the Accusation under all the provisions of the  
20 APA and shall not be bound by any stipulation or waiver made  
21 herein.  
22

23 7. The Order or any subsequent Order of the Real  
24 Estate Commissioner made pursuant to this Stipulation shall not  
25 constitute an estoppel, merger or bar to any further  
26 administrative or civil proceedings by the Department of Real  
27 Estate with respect to any conduct which was not specifically

1 alleged to be causes for accusation in this proceeding.

2 DETERMINATION OF ISSUES

3 By reason of the foregoing stipulations and waivers  
4 and solely for the purpose of settlement of the pending  
5 Accusation without a hearing, it is stipulated and agreed that  
6 the following determination of issues shall be made:

7 The conduct, acts and/or omissions of Respondent DAVID  
8 THOMAS GEORGE, as set forth in the Accusation, constitute cause  
9 for the suspension or revocation of all of the real estate  
10 licenses and license rights of Respondent under the provisions  
11 of Section 10177(g) of the Business and Professions Code  
12 ("Code").

13  
14 ORDER

15 Respondent, DAVID THOMAS GEORGE, is hereby publicly  
16 reproved.

17  
18  
19  
20 DATED: April 8, 2010

21 James R. Peel  
22 JAMES R. PEEL, Counsel for the  
23 Department of Real Estate

24 \* \* \*

25 I have read the Stipulation and Agreement, and its  
26 terms are understood by me and are agreeable and acceptable to  
27 me. I understand that I am waiving rights given to me by the

1 California Administrative Procedure Act (including but not  
2 limited to Sections 11506, 11508, 11509 and 11513 of the  
3 Government Code), and I willingly, intelligently and voluntarily  
4 waive those rights, including the right of requiring the  
5 Commissioner to prove the allegations in the Accusation at a  
6 hearing at which I would have the right to cross-examine  
7 witnesses against me and to present evidence in defense and  
8 mitigation of the charges.

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

19 Further, if the Respondent is represented, the  
20 Respondent's counsel can signify his or her agreement to the  
21 terms and conditions of the Stipulation and Agreement by  
22 submitting that signature via fax.

23  
24  
25 DATED: \_\_\_\_\_

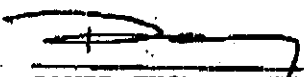
\_\_\_\_\_  
26 DAVID THOMAS GEORGE  
Respondent

1 California Administrative Procedure Act (including but not  
 2 limited to Sections 11506, 11508, 11509 and 11513 of the  
 3 Government Code), and I willingly, intelligently and voluntarily  
 4 waive those rights, including the right of requiring the  
 5 Commissioner to prove the allegations in the Accusation at a  
 6 hearing at which I would have the right to cross-examine  
 7 witnesses against me and to present evidence in defense and  
 8 mitigation of the charges.

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

19 Further, if the Respondent is represented, the  
 20 Respondent's counsel can signify his or her agreement to the  
 21 terms and conditions of the Stipulation and Agreement by  
 22 submitting that signature via fax.

23  
 24  
 25 DATED: 4/6/10

  
 26 DAVID THOMAS GEORGE  
 27 Respondent

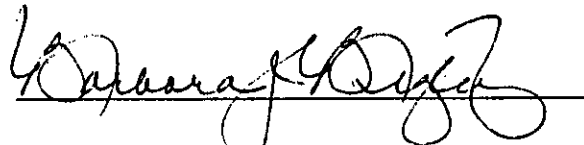
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\* \* \*

The foregoing Stipulation and Agreement is hereby  
adopted as my Decision and Order in this matter, and shall  
become effective at 12 o'clock noon on APR 21 2010.

IT IS SO ORDERED 4/21/10

JEFF DAVI  
Real Estate Commissioner

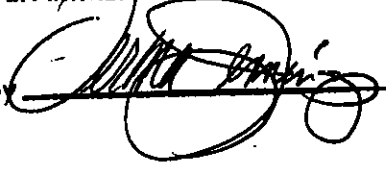


BY: Barbara J. Bigby  
Chief Deputy Commissioner

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FILED  
JAN 12 2010

DEPARTMENT OF REAL ESTATE

By 

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BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

\*\*\*\*

In the Matter of the Accusation of

EADOIN MORTGAGE NETWORK, INC.,  
dba First Manhattan Mortgage, and  
ESTEBAN RAOUL MURILLO, as designated  
officer of the Corporation, and  
DAVID THOMAS GEORGE,

Respondents.

No. H-35901 LA

ORDER EXTENDING TIME

On October 21, 2009, a Decision was rendered in the above-entitled matter suspending Respondents' real estate licenses for a period of thirty (30) days from the effective date of the decision provided, that said suspension shall be stayed for one year upon the satisfaction of certain terms and conditions, among which is that Respondents shall pay a monetary penalty pursuant to Section 10175.2 of the Business and Professions Code at the rate of \$33.33 for each day of the suspension for a total monetary penalty of \$1,000 (\$2,000 for both Respondents). The Decision is to become effective on January 6, 2010.

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Good cause having been shown, the time in which Respondent must satisfy the conditions of the Decision is hereby extended to February 5, 2010.

IT IS SO ORDERED 1/5, 2010.

JEFF DAVI  
Real Estate Commissioner



BY: Barbara J. Bigby  
Chief Deputy Commissioner

1 Department of Real Estate  
2 320 W. 4<sup>th</sup> St., Room 350  
3 Los Angeles, California 90013

4 Telephone: (213) 576-6982

**FILED**  
DEC 17 2009  
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 EADOIN MORTGAGE NETWORK, INC., )  
13 dba First Manhattan Mortgage, )  
14 and ESTEBAN RAOUL MURILLO, )  
15 as designated officer of the )  
16 corporation, and DAVID THOMAS )  
17 GEORGE, )  
18 Respondents. )

No. H-35901 LA  
L-2009 061 457

STIPULATION AND AGREEMENT

19 It is hereby stipulated by and between EADOIN MORTGAGE  
20 NETWORK, INC. and ESTEBAN RAOUL MURILLO (sometimes referred to  
21 as Respondents), and their attorney Jozef G. Magyar, and the  
22 Complainant, acting by and through James R. Peel, Counsel for  
23 the Department of Real Estate, as follows for the purpose of  
24 settling and disposing of the Accusation filed on April 22,  
25 2009, in this matter.

26 1. All issues which were to be contested and all  
27 evidence which was to be presented by Complainant and

1 Respondents at a formal hearing on the Accusation, which hearing  
2 was to be held in accordance with the provisions of the  
3 Administrative Procedure Act ("APA"), shall instead and in place  
4 thereof be submitted solely on the basis of the provisions of  
5 this Stipulation and Agreement ("Stipulation").

6           2. Respondents have received, read and understand the  
7 Statement to Respondent, the Discovery Provisions of the  
8 Administrative Procedure Act ("APA") and the Accusation filed by  
9 the Department of Real Estate in this proceeding.

10           3. On May 5, 2009, Respondents filed a Notice of  
11 Defense pursuant to Section 11506 of the Government Code for the  
12 purpose of requesting a hearing on the allegations in the  
13 Accusation. Respondents hereby freely and voluntarily withdraw  
14 said Notice of Defense. Respondents acknowledge that they  
15 understand that by withdrawing said Notice of Defense they will  
16 thereby waive their right to require the Commissioner to prove  
17 the allegations in the Accusation at a contested hearing held in  
18 accordance with the provisions of the APA and that they will  
19 waive other rights afforded to them in connection with the  
20 hearing, such as the right to present evidence in defense of the  
21 allegations in the Accusation and the right to cross-examine  
22 witnesses.

23           4. This Stipulation is based on the factual  
24 allegations contained in the Accusation filed in this  
25 proceeding. In the interest of expedience and economy,  
26 Respondents choose not to contest these factual allegations, but  
27

1 to remain silent and understand that, as a result thereof, these  
2 factual statements, will serve as a prima facie basis for the  
3 disciplinary action stipulated to herein. The Real Estate  
4 Commissioner shall not be required to provide further evidence  
5 to prove such allegations.

6 5. This Stipulation and Respondents' decision not to  
7 contest the Accusation is made for the purpose of reaching an  
8 agreed disposition of this proceeding and is expressly limited  
9 to this proceeding and any other proceeding or case in which the  
10 Department of Real Estate ("Department"), the state or federal  
11 government, or an agency of this state, another state or the  
12 federal government is involved.

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

24 7. The Order or any subsequent Order of the Real  
25 Estate Commissioner made pursuant to this Stipulation shall not  
26 constitute an estoppel, merger or bar to any further  
27 administrative or civil proceedings by the Department of Real

1 Estate with respect to any conduct which was not specifically  
2 alleged to be causes for accusation in this proceeding.

3 DETERMINATION OF ISSUES

4 By reason of the foregoing stipulations and waivers  
5 and solely for the purpose of settlement of the pending  
6 Accusation without a hearing, it is stipulated and agreed that  
7 the following determination of issues shall be made:

8 The conduct, acts and/or omissions of Respondents  
9 EADOIN MORTGAGE NETWORK, INC. and ESTEBAN RAOUL MURILLO, as set  
10 forth in the Accusation, constitute cause for the suspension or  
11 revocation of all of the real estate licenses and license rights  
12 of Respondents under the provisions of Section 10177(g) of the  
13 Business and Professions Code ("Code").  
14

15 ORDER

16 All licenses and licensing rights of Respondents  
17 EADOIN MORTGAGE NETWORK, INC. and ESTEBAN RAOUL MURILLO under  
18 the Real Estate Law are suspended for a period of thirty (30)  
19 days from the effective date of this Decision; provided,  
20 however, that thirty (30) days of said suspension shall be  
21 stayed for one (1) year upon the following terms and conditions:  
22

23 1. Respondents pay a monetary penalty pursuant to  
24 Section 10175.2 of the Business and Professions Code at the rate  
25 of \$33.33 for each day of the suspension for a total monetary  
26 penalty of \$1,000 (\$2,000 for both Respondents).  
27

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

6                   3. No further cause for disciplinary action  
7 against the real estate licenses of Respondent occurs within one  
8 (1) year from the effective date of the Decision in this matter.

9                   4. If Respondents fail to pay the monetary  
10 penalty in accordance with the terms and conditions of the  
11 Decision, the Commissioner may, without a hearing, order the  
12 immediate execution of all or any part of the stayed suspension  
13 in which event the Respondents shall not be entitled to any  
14 repayment nor credit, prorated or otherwise, for money paid to  
15 the Department under the terms of this Decision.

16                   5. If Respondents pay the monetary penalty and if  
17 no further cause for disciplinary action against the real estate  
18 license of Respondent occurs within one (1) year from the  
19 effective date of the Decision, the stay hereby granted shall  
20 become permanent.  
21

22  
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24  
25 DATED: Sept. 29, 2009

James R. Peel  
JAMES R. PEEL, Counsel for the  
Department of Real Estate

1 \* \* \*

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

13 Respondents can signify acceptance and approval of the  
14 terms and conditions of this Stipulation and Agreement by faxing  
15 a copy of the signature page, as actually signed by Respondents,  
16 to the Department at the following telephone/fax number:  
17 (213) 576-6917. Respondents agree, acknowledge and understand  
18 that by electronically sending to the Department a fax copy of  
19 his or her actual signature as it appears on the Stipulation and  
20 Agreement, that receipt of the faxed copy by the Department  
21 shall be as binding on Respondents as if the Department had  
22 received the original signed Stipulation and Agreement.


23 Further, if the Respondents are represented, the  
24 Respondents' counsel can signify his or her agreement to the  
25 terms and conditions of the Stipulation and Agreement by  
26 submitting that signature via fax.  
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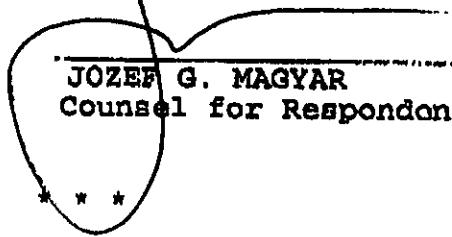
DATED: 9/9/09

  
EADON MORTGAGE NETWORK, INC.  
Respondent

DATED: 9/9/09

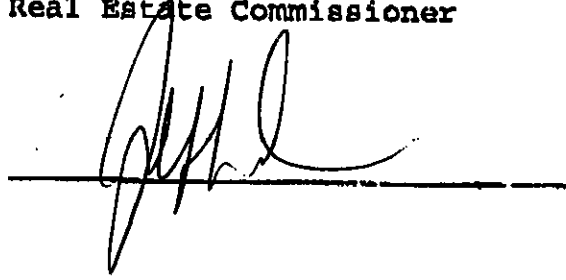
  
ESTEBAN RAOUL MURILLO  
Respondent

DATED: 9/11/09

  
JOZEF G. MAGYAR  
Counsel for Respondents  
\* \* \*

The foregoing Stipulation and Agreement is hereby  
adopted as my Decision and Order in this matter, and shall  
become effective at 12 o'clock noon on January 6, 2010

IT IS SO ORDERED 10-21-09

JEFF DAVI  
Real Estate Commissioner  




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DATED: \_\_\_\_\_

\_\_\_\_\_  
EADON MORTGAGE NETWORK, INC.  
Respondent

DATED: \_\_\_\_\_

\_\_\_\_\_  
ESTEBAN RAUL MURILLO  
Respondent

DATED: \_\_\_\_\_

\_\_\_\_\_  
JOZEF G. MAGYAR  
Counsel for Respondents

\* \* \*

The foregoing Stipulation and Agreement is hereby  
adopted as my Decision and Order in this matter, and shall  
become effective at 12 o'clock noon on \_\_\_\_\_.

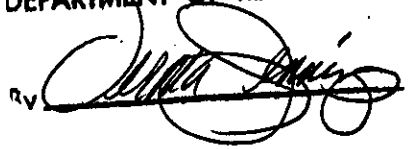
IT IS SO ORDERED \_\_\_\_\_.

JEFF DAVI  
Real Estate Commissioner

\_\_\_\_\_

SACD,  
Flag

**FILED**  
APR 22 2009  
DEPARTMENT OF REAL ESTATE



1 JAMES R. PEEL, Counsel (SBN 47055)  
Department of Real Estate  
2 320 West Fourth Street, Suite 350  
Los Angeles, CA 90013-1105  
3  
4 Telephone: (213) 576-6982  
-or- (213) 576-6913 (Direct)

BEFORE THE DEPARTMENT OF REAL ESTATE  
STATE OF CALIFORNIA

\* \* \*

11 In the Matter of the Accusation of ) No. H-35901 LA  
12 EADOIN MORTGAGE NETWORK, INC. ) A C C U S A T I O N  
13 dba First Manhattan Mortgage, )  
and ESTEBAN RAOUL MURILLO, )  
14 as designated officer of the )  
corporation, and DAVID THOMAS )  
15 GEORGE, )  
16 Respondents. )

17  
18 The Complainant, Robin L. Trujillo, a Deputy Real  
19 Estate Commissioner of the State of California, for cause of  
20 accusation against EADOIN MORTGAGE NETWORK, INC., ESTEBAN RAOUL  
21 MURILLO, individually and as designated officer of Eadoin  
22 Mortgage Network, Inc., and DAVID THOMAS GEORGE, alleges as  
23 follows:

24 ///  
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I

The Complainant, Robin L. Trujillo, acting in her official capacity as a Deputy Real Estate Commissioner of the State of California, makes this Accusation against EADOIN MORTGAGE NETWORK, INC. dba First Manhattan Mortgage, ESTEBAN RAOUL MURILLO, individually and as designated officer of Eadoin Mortgage Network, Inc., and DAVID THOMAS GEORGE.

II

EADOIN MORTGAGE NETWORK, INC., ESTEBAN RAOUL MURILLO, individually and as designated officer of said corporation, and DAVID THOMAS GEORGE (hereinafter referred to as "Respondents"), are presently licensed and/or have license rights under the Real Estate Law (Part 1 of Division 4 of the Business and Professions Code, hereinafter Code).

III

At all times herein mentioned, Respondent EADOIN MORTGAGE NETWORK, INC. was licensed as a real estate broker with Respondent ESTEBAN RAOUL MURILLO as its designated officer. Respondent MURILLO had his broker license suspended for 60 days stayed for two years on terms and conditions in Case No. H-27865 LA effective April 20, 1999.

Respondent DAVID THOMAS GEORGE was licensed as a real estate salesperson employed by Respondent EADOIN MORTGAGE NETWORK, INC. from November 14, 2005 to February 26, 2007.

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IV

At all times material herein, Respondents EADOIN MORTGAGE NETWORK, INC., and ESTEBAN RAOUL MURILLO, engaged in the business of, acted in the capacity of, advertised or assumed to act as a real estate broker in the State of California, within the meaning of Section 10131(d) of the Code including negotiating loans on real property.

V

On or about June 19, 2006, Respondent GEORGE for or in expectation of compensation, negotiated a re-finance loan on real property located at 547 Carmel Mesa Drive, Henderson, Nevada ("Property") for borrower Kathleen Cleary ("Borrower").

VI

Respondents EADOIN MORTGAGE NETWORK, INC. and ESTEBAN RAOUL MURILLO violated Code Sections 10240 and 10241 by failing to maintain a copy of the Borrower's Mortgage Loan Disclosure Statement signed by the Borrower and the broker or the broker's representative and disclosing to the Borrower that the broker would be receiving from the lender compensation in the form of a yield spread premium in the amount of \$5,850.

VII

Escrow closed on or about June 19, 2006.

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VIII

During the course of the transaction, Respondent DAVID THOMAS GEORGE falsely represented in the Borrower's loan application that the application was taken by face-to-face interview when in fact the application was taken by telephone. This was important information relied on by the lender in deciding whether or not to make the loan to the Borrower.

IX

During the course of the transaction, Respondents EADOIN MORTGAGE NETWORK, INC., ESTEBAN RAOUL MURILLO, and DAVID THOMAS GEORGE, failed to disclose to the Borrower that the broker would be receiving from the lender compensation in the form of a yield spread premium in the amount of \$5,850.

X

The conduct of Respondents EADOIN MORTGAGE NETWORK, INC., ESTEBAN RAOUL MURILLO, and DAVID THOMAS GEORGE, as alleged above, subjects their real estate licenses and license rights to suspension or revocation pursuant to Sections 10177(d), 10177(f), 10177(g), 10176(a), and 10176(i) of the Code.

The conduct of Respondent ESTEBAN RAOUL MURILLO, as alleged above, subjects his real estate licenses and license rights to suspension or revocation pursuant to Sections 10159.2, 10177(h), 10177(d), and/or 10177(g) of the Code.

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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 all licenses and license rights of Respondents  
5 EADOIN MORTGAGE NETWORK, INC. dba First Manhattan Mortgage,  
6 ESTEBAN RAOUL MURILLO, individually and as designated officer of  
7 the corporation, and DAVID THOMAS GEORGE under the Real Estate  
8 Law (Part 1 of Division 4 of the Business and Professions Code)  
9 and for such other and further relief as may be proper under  
10 other applicable provisions of law.

11 Dated at Los Angeles, California  
12 this 13 day of April, 2009.

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15 ROBIN L. TRUJILLO  
16 Deputy Real Estate Commissioner  
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21 cc: Eadoin Mortgage Network, Inc.  
22 Esteban Raoul Murillo  
23 David Thomas George  
24 Robin L. Trujillo  
25 Phil Ihde  
26 Sacto.  
27 Ryan Clark Kleis