

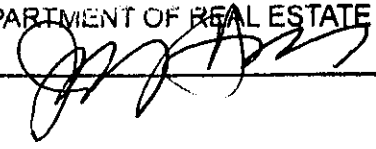
2/26/11

1 Department of Real Estate
2 320 West 4th Street, Suite 350
3 Los Angeles, CA 90013-1105

4 Telephone: (213) 576-6982

FILED

JAN 26 2011

DEPARTMENT OF REAL ESTATE
BY: 

9 BEFORE THE DEPARTMENT OF REAL ESTATE

10 STATE OF CALIFORNIA

11 * * *

12		
13	In the Matter of the Accusation of)	NO. H-36630 LA
14	CHASE MORTGAGE CREDIT GROUP;)	L-2010070962
15	LA JOLLA LENDING & REAL ESTATE,)	<u>STIPULATION AND AGREEMENT</u>
16	INC.; AREYO DADAR, individually,)	
17	and as designated officer for)	
18	Chase Mortgage Group and La)	
19	Jolla Lending & Real Estate,)	
20	Inc.; and <u>ROUBIN DIARIAN,</u>)	
21	Respondents.)	

21 It is hereby stipulated by and between ROUBIN DIARIAN
 22 ("Respondent"), and Respondent's attorney, Michael Rabban, and
 23 the Complainant, acting by and through Cheryl Keily, Counsel
 24 for the Department of Real Estate, as follows for the purpose
 25 of settling and disposing of the Accusation filed on May 10,
 26 2010, in this matter.
 27

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

9 2. Respondent has received, read and understands the
10 Statement to Respondent, the Discovery Provisions of the APA and
11 the Accusation filed by the Department of Real Estate
12 ("Department") in this proceeding.
13

14 3. On June 17, 2010, Respondent filed a Notice of
15 Defense, pursuant to Section 11506 of the Government Code for
16 the purpose of requesting a hearing on the allegations in the
17 Accusation. Respondent hereby freely and voluntarily withdraws
18 said Notice of Defense requesting a hearing on the Accusation.
19 Respondent acknowledges that he understands that by withdrawing
20 his request for a hearing on the allegations in the Accusation
21 he will thereby waive his right to require the Commissioner to
22 prove the allegations in the Accusation at a contested hearing
23 held in accordance with the provisions of the APA and that he
24 will waive other rights afforded to him in connection with the
25 hearing, such as the right to present evidence in defense of the
26
27

1 allegations in the Accusation and the right to cross-examine
2 witnesses.

3 4. This Stipulation and Agreement is based on the
4 factual allegations contained in the Accusation filed in this
5 proceeding. In the interest of expedience and economy,
6 Respondent chooses not to litigate these allegations at a formal
7 administrative hearing, but to remain silent and understand
8 that, as a result thereof, these factual allegations, without
9 being admitted or denied, will serve as a prima facie basis for
10 the disciplinary action stipulated to herein. This Stipulation
11 and Agreement and Respondent's decision not to contest the
12 Accusation are hereby expressly limited to this proceeding and
13 made for the sole purpose of reaching an agreed disposition of
14 this proceeding. Respondent's decision not to contest the
15 factual allegations at a formal administrative hearing is made
16 solely for the purpose of effectuating this Stipulation and
17 Agreement and is intended to be non-binding upon Respondent in
18 any actions against him by third parties. The Real Estate
19 Commissioner shall not be required to provide further evidence
20 to prove said factual allegations.
21
22
23

24 5. It is understood by the parties that the Real
25 Estate Commissioner may adopt the Stipulation and Agreement as
26 his decision in this matter, thereby imposing the penalty and
27 sanctions on Respondent's real estate licenses and license

1 rights as set forth in the below "Order". In the event that
2 the Commissioner in his discretion does not adopt the
3 Stipulation and Agreement, it shall be void and of no effect,
4 and Respondent shall retain the right to a hearing and
5 proceeding on the Accusation under all the provisions of the
6 APA and shall not be bound by any admission or waiver made
7 herein.
8

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

17 DETERMINATION OF ISSUES

18 By reason of the foregoing stipulations, admissions
19 and waivers and solely for the purpose of settlement of the
20 pending Accusation without a hearing, it is stipulated and
21 agreed that the following determination of issues shall be
22 made:
23

24 The conduct of Respondent, as described in the
25 Accusation, is in violation of Business and Professions Code
26 Section 10130, and is grounds for the suspension or revocation
27 of all the real estate licenses and license rights of

1 Respondent under the provisions of Business & Professions Code
2 sections 10177(g).

3 ORDER

4 WHEREFORE, THE FOLLOWING ORDER is hereby made:

5 I. ALL licenses and licensing rights of Respondent
6 ROUBIN DIARIAN under the Real Estate Law are suspended for a
7 period of sixty (60) days from the effective date of this
8 Decision;

9 A. Provided, however, that if Respondent requests, the
10 initial thirty (30) days of said suspension (or a portion
11 thereof) shall be stayed upon condition that:

12 1. Respondent pays a monetary penalty pursuant to
13 Section 10175.2 of the Code at the rate of \$50.00 per day for
14 each day of the suspension for a total monetary penalty of
15 \$1,500.

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

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

24 4. If Respondent fails to pay the monetary penalty in
25 accordance with the terms of the Decision, the Commissioner may,
26 without a hearing, order the immediate execution of all or any
27

1 part of the stayed suspension, in which event the Respondent
2 shall not be entitled to any repayment or credit, prorated or
3 otherwise, for money paid to the Department under the terms of
4 this Decision.

5 5. 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 (2) years from the
8 effective date of the Decision, the stay hereby granted shall
9 become permanent.

10 B. The remaining thirty (30) days of the sixty (60)
11 day suspension shall be stayed for two (2) years upon the
12 following terms and conditions:

13 1. Respondent 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 2. That no final subsequent determination be made,
17 after hearing or upon stipulation, that cause for disciplinary
18 action occurred within two (2) years of 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.

24 II. Respondent shall, within six months from the
25 effective date of this Decision, take and pass the Professional
26 Responsibility Examination administered by the Department
27 including the payment of the appropriate examination fee. If

1 Respondent fails to satisfy this condition, the Commissioner may
2 order suspension of Respondent's license until Respondent passes
3 the examination.

4
5 DATED:

December 13, 2010



6 CHERYL D. KEILY, Counsel
7 DEPARTMENT OF REAL ESTATE


8 * * *

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

21 Respondent can signify acceptance and approval of the
22 terms and conditions of this Stipulation and Agreement by
23 faxing a copy of its signature page, as actually signed by
24 Respondent, to the Department at the following telephone/fax
25 number (213) 576-6917. Respondent agrees, acknowledges, and
26 understands that by electronically sending to the Department a
27 fax copy of his actual signature as it appears on the

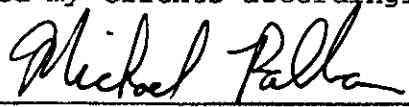
1 Stipulation and Agreement, that receipt of the faxed copy by
2 the Department shall be as binding on Respondent as if the
3 Department had received the original signed Stipulation and
4 Agreement.
5

6 DATED: 12-9-10


ROUBIN DIARIAN
Respondent

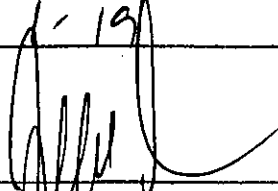
8
9 I have reviewed the Stipulation and Agreement as to
10 form and content and have advised my clients accordingly.

11 DATED: 12/9/10


Michael Rabban
Attorney for Respondent

13
14 * * *

15 The foregoing Stipulation and Agreement is hereby
16 adopted as my Decision in this matter and shall become
17 effective at 12 o'clock noon on FEB 15 2011, 2011.

18 IT IS SO ORDERED , 2011.

19
20
21 JEFF DAVI
22 Real Estate Commissioner
23
24
25
26
27

FILED

BEFORE THE DEPARTMENT OF REAL ESTATE

JAN 26 2011

STATE OF CALIFORNIA

DEPARTMENT OF REAL ESTATE

* * * *

BY: [Signature]

In the Matter of the Accusation of)
)
CHASE MORTGAGE CREDIT GROUP; LA)
JOLLA LENDING & REAL ESTATE, INC.;)
AREYO DADAR, individually, and as)
designated officer for Chase)
Mortgage Credit Group and La Jolla)
Lending & Real Estate, Inc.; and)
ROUBIN DIARIAN,)
)
 Respondents.)
)

No. H-36630 LA

DECISION

This Decision is being issued in accordance with the provisions of Section 11520 of the Government Code, on evidence of compliance with Section 11505 of the Government Code and pursuant to the Order of Default filed on January 3, 2011, and the findings of fact set forth herein are based on one or more of the following: (1) Respondents' express admissions; (2) affidavits; and (3) other evidence.

This Decision suspends or revokes one or more real estate licenses on the ground of the violation of the Real Estate Law (commencing with Section 10000 of the Business and Professions Code (Code)) or Chapter 1 (commencing with Section 11000 of the Code) of Part 2 or the rules and regulations of the commissioner for the administration and enforcement of the Real Estate Law and Chapter 1 (commencing with Section 11000 of the Code) of Part 2.

FINDINGS OF FACT

I

On May 10, 2010, Robin Trujillo made the Accusation in her official capacity as a Deputy Real Estate Commissioner of the State of California. The Accusation, Statement to Respondent, and Notice of Defense were mailed, by certified

mail, to Respondents' last known mailing address on file with the Department on May 10, 2010.

Respondents CHASE MORTGAGE CREDIT GROUP ("CHASE"), LA JOLLA LENDING & REAL ESTATE, INC. ("LA JOLLA") and AREYO DADAR ("DADAR"), individually, and as designated officer of CHASE and LA JOLLA, failed to file a Notice of Defense within the time required by Section 11506 of the Government Code. Respondents' defaults were entered herein on January 3, 2011.

II

Respondents CHASE and LA JOLLA are presently licensed and/or have license rights under the Real Estate Law, Part 1 of Division 4 of the California Business and Professions Code (hereinafter "Code") as corporate real estate brokers.

III

Respondent DADAR is presently licensed and/or has license rights under the Real Estate law as a real estate broker.

IV

During the period April, 2007, through and including December, 2008, CHASE, LA JOLLA and DADAR engaged in the business of, acted in the capacity of, advertised or assumed to act as real estate brokers in the State of California, within the meaning of Section 10131(d) of the Code, including soliciting borrowers and lenders and negotiating loans on real property.

V

In engaging in the activities alleged in Paragraph IV, above, Respondents, among other things, misrepresented the terms of loans with respect to the interest rate, whether the interest rate was fixed or adjustable, the period of the loan, the amount of the payment, the amount of net proceeds the borrower would receive through refinancing and the existence of a pre-payment penalty, failed to provide borrowers with Mortgage Loan Disclosure Statements ("Statements") and failed to disclose in the Statements that were provided numerous fees and expenses that would be charged to the borrower including but not limited to prepayment penalty, loan origination fee, processing fee, and notary fees.

VI

In engaging in the activities alleged in Paragraph IV, above, Respondents employed and/or compensated individuals who were not licensed as a real estate salesperson or as a broker to perform activities requiring a license.

VII

Respondent DADAR allowed Respondents CHASE and LA JOLLA to violate the Real Estate law, which constitutes a failure by DADAR as the officer designated by a corporate broker licensee to exercise supervision and control over the activities of the corporate licensee.

VIII

The evidence established that the conduct of Respondents alleged in Paragraph V, above, violates Section 10176(a), 10176(b), and 10176(i) of the Code.

IX

The evidence established that the conduct of Respondents alleged in Paragraph VI, above, violates Section 10137 of the Code.

X

The evidence established that the conduct of Respondent DADAR alleged in Paragraph VII, above, violates Section 10159.2 of the Code.

DETERMINATION OF ISSUES

I

Cause for disciplinary action against Respondents CHASE, LA JOLLA and DADAR exists pursuant to Code Sections 10137, 10176(a), 10176(b), 10176(i) and 10177(d) for violation of Code Section 10137.

II

Respondent DADAR is in violation of Code Section 10159.2. Cause for disciplinary action exists against Respondent DADAR pursuant to Code Section 10177(h).

III

The standard of proof applied was clear and convincing proof to a reasonable certainty.

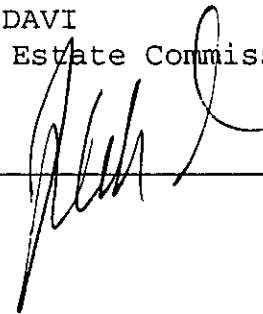
ORDER

The licenses and license rights of Respondents CHASE MORTGAGE CREDIT GROUP, LA JOLLA LENDING & REAL ESTATE, INC. and AREYO DADAR, under the provisions of Part I of Division 4 of the Business and Professions Code, are revoked.

This Decision shall become effective at 12 o'clock noon FEB 15 2011.

DATED: 2-17-2011.

JEFF DAVI
Real Estate Commissioner



1 Department of Real Estate
2 320 West Fourth Street, Suite 350
3 Los Angeles, California 90013-1105
4 (213) 576-6982

FILED

JAN 03 2011

DEPARTMENT OF REAL ESTATE

BY: 

7 BEFORE THE DEPARTMENT OF REAL ESTATE

8 STATE OF CALIFORNIA

9 * * * *

10
11 In the Matter of the Accusation of)
12 CHASE MORTGAGE CREDIT GROUP; LA)
13 JOLLA LENDING & REAL ESTATE, INC.;)
14 AREYO DADAR,)
15 Respondents.)

NO. H-36630 LA

DEFAULT ORDER

16 Respondents, CHASE MORTGAGE CREDIT GROUP; LA JOLLA LENDING
17 & REAL ESTATE, INC.; AREYO DADAR, having failed to file a Notice of Defense within
18 the time required by Section 11506 of the Government Code, is now in default. It is, therefore,
19 ordered that a default be entered on the record in this matter.
20

21 IT IS SO ORDERED January 3, 2011.

22 JEFF DAVI
23 Real Estate Commissioner

24 
25 By: PHILLIP IHDE
26 Regional Manager
27

1 CHERYL D. KEILY, Counsel (SBN 94008)
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) 576-6905 (Direct)

FILED

MAY 10 2010

DEPARTMENT OF REAL ESTATE

BY: *[Signature]*

8 BEFORE THE DEPARTMENT OF REAL ESTATE

9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of)

12 CHASE MORTGAGE CREDIT GROUP;)
13 LA JOLLA LENDING & REAL)
14 ESTATE, INC.; AREYO)
15 DADAR, individually, and as)
16 designated officer for Chase)
17 Mortgage Credit Group)
18 and La Jolla Lending & Real)
19 Estate, Inc.; and ROUBIN)
20 DIARIAN,)

21 Respondents,)

No. H- 36630 LA

A C C U S A T I O N

22 The Complainant, Robin L. Trujillo, a Deputy Real
23 Estate Commissioner of the State of California, for cause of
24 accusation against CHASE MORTGAGE CREDIT GROUP, LA JOLLA LENDING
25 & REAL ESTATE, INC., AREYO DADAR, individually, and as designated
26 officer of both corporations, and ROUBIN DIARIAN, alleges as
27 follows:

///

///

///

1 1. The Complainant, Robin L. Trujillo, acting in her
2 official capacity as a Deputy Real Estate Commissioner of the
3 State of California, makes this Accusation against CHASE MORTGAGE
4 CREDIT GROUP, LA JOLLA LENDING & REAL ESTATE, INC., AREYO DADAR
5 and ROUBIN DIARIAN.

6 2. CHASE MORTGAGE CREDIT GROUP ("CHASE"), LA JOLLA
7 LENDING & REAL ESTATE, INC. ("LA JOLLA"), AREYO DADAR ("DADAR"),
8 individually, and as designated officer of CHASE and LA JOLLA
9 (hereinafter referred to as "Respondents"), and ROUBIN DIARIAN
10 ("DIARIAN") are presently licensed and/or have license rights
11 under the Real Estate Law (Part 1 of Division 4 of the Business
12 and Professions Code, hereinafter Code).

13 3. At all times relevant herein Respondents CHASE, LA
14 JOLLA, and DADAR were licensed by the Department of Real Estate
15 ("Department") as real estate brokers.

16 4. At all times relevant herein Respondent DIARIAN was
17 licensed by the Department as a real estate salesperson. At no
18 time relevant herein was Respondent DIARIAN working under the
19 broker's license of either Respondent CHASE or Respondent LA
20 JOLLA.

21 5. At no time material herein was Pooyan Bakhtiar
22 ("Bakhtiar") licensed by the Department as a real estate broker
23 or salesperson.

24 6. At no time material herein was Andy McDonald
25 ("McDonald") licensed by the Department as a real estate broker
26 or salesperson.
27

1 7. At no time material herein was Michael Moohaj
2 ("Moohaj") licensed by the Department as a real estate broker or
3 salesperson.

4 8. Pursuant to Code Section 10159.2, Respondent DADAR
5 is responsible for the supervision and control of the activities
6 conducted on behalf of CHASE and of LA JOLLA by its officers and
7 employees as necessary to secure full compliance with the
8 provisions of the Real Estate Law, including the supervision of
9 salespersons licensed to the corporation in the performance of
10 acts for which a real estate license is required.

11 FIRST CAUSE OF ACCUSATION

12 (Code Sections 10176(a), (b) and (i) and 10177(d) and/or (f))

13 9. During the period April, 2007, through and
14 including December, 2008, CHASE, LA JOLLA and DADAR engaged in
15 the business of, acted in the capacity of, advertised or assumed
16 to act as real estate brokers in the State of California, within
17 the meaning of Section 10131(d) of the Code, including soliciting
18 borrowers and lenders and negotiating loans on real property,
19 including but not limited to, the following loan activities with
20 respect to loans which were secured by liens on real property:

21 HORON TRANSACTION

22 a. Respondents LA JOLLA and DADAR solicited and
23 negotiated a loan on real property located at 118 Legacy Court,
24 Napa, California for borrower Robert Horon on or about May 18,
25 2007. During the course of the negotiations an individual acting
26 on behalf of CHASE misrepresented the terms of the loan with
27 respect to the interest rate and the existence of a pre-payment

1 penalty. Respondent LA JOLLA and DADAR violated Code Section
2 10240 by failing to provide the borrower with the required
3 Mortgage Loan Disclosure Statement. Said Respondents violated
4 Sections 10240 and 10241 of the Code by failing to disclose to
5 the borrower in the Mortgage Loan Disclosure Statement numerous
6 fees and expenses that would be charged to the borrower including
7 but not limited to prepayment penalty, loan origination fee,
8 processing fee, administration fee and lender rebate.

9 OKADA AND HSIEH TRANSACTION

10 b. Respondents CHASE and DADAR solicited and
11 negotiated a loan on real property located at 6004 Pisa Terrace
12 #119, Fremont, California for borrowers Wayne M. Okada and Diana
13 C. Hsieh on or about May 11, 2007. During the course of the
14 negotiations Respondent DIARIAN, acting on behalf of CHASE,
15 misrepresented the terms of the loan with respect to the interest
16 rate and the period of the loan. Respondents CHASE and DADAR
17 violated Code Section 10240 by failing to provide the borrowers
18 with the required Mortgage Loan Disclosure Statement. Said
19 Respondents violated Sections 10240 and 10241 of the Code by
20 failing to disclose to the borrowers in the Mortgage Loan
21 Disclosure Statement numerous fees and expenses that would be
22 charged to the borrowers including but not limited to loan
23 origination fee, Broker processing fee, and Broker administrative
24 fee.

25 LONGWITH TRANSACTION

26 c. Respondents CHASE, LA JOLLA and DADAR solicited and
27 negotiated loans on real property located at 3508 Strawberry

1 Meadow Court, Bakersfield, California for borrowers Gary and
2 Cheryl Longwith with the first loan involving LA JOLLA taking
3 place on or about May 14, 2007 and the second re-financing
4 involving CHASE taking place on or about July 29, 2007. During
5 the course of the negotiations individuals acting on behalf of
6 Respondents CHASE and LA JOLLA misrepresented the terms of the
7 loan including the amount of the payment. Respondents CHASE and
8 LA JOLLA violated Code Section 10240 by failing to provide the
9 borrowers with the required Mortgage Loan Disclosure Statement
10 for both loans. Said Respondents violated Sections 10240 and
11 10241 of the Code by failing to disclose to the borrowers in the
12 Mortgage Loan Disclosure Statements numerous fees and expenses
13 that would be charged to the borrowers including but not limited
14 to loan origination fee, processing fee, administrative fee,
15 lender rebates, and notary fees.

16 MAHONEY TRANSACTION

17 d. Respondents CHASE, LA JOLLA, and DADAR solicited
18 and negotiated loans on real property located at 294 Paseo
19 Marquerita, Vista, California for borrower Marion Mahoney with
20 the first loan involving CHASE taking place on or about July 30,
21 2007 and the second re-financing involving LA JOLLA taking place
22 on or about September 10, 2007. During the course of the
23 negotiations Bakhtiar, acting on behalf of CHASE, misrepresented
24 the terms of the loan, including the interest rate, the cost of
25 the loan, and the amount of cash the borrower would receive
26 through the refinancing transaction. Respondents CHASE and LA
27 JOLLA violated Code Section 10240 by failing to provide the

1 borrower with the required Mortgage Loan Disclosure Statement for
2 both loans. The same Respondents violated Sections 10240 and
3 10241 of the Code by failing to disclose to the borrower in the
4 Mortgage Loan Disclosure Statement numerous fees and expenses
5 that would be charged to the borrower including but not limited
6 to pre-payment penalty, loan origination fee, processing fee,
7 administrative fee, lender rebates, and notary fees.

8 SMITH TRANSACTION

9 e. Respondents LA JOLLA and DADAR solicited and
10 negotiated a loan on real property located at 8955 Giant Panda
11 Drive, Sacramento, California for borrower David G. Smith on or
12 about December 10, 2007. During the course of negotiations
13 Bakhtiar, acting on behalf of CHASE, misrepresented the terms of
14 the loan, including the interest rate and the amount of cash the
15 borrower would receive as a result of the refinancing
16 transaction. Respondent CHASE violated Code Section 10240 by
17 failing to provide the borrower with the required Mortgage Loan
18 Disclosure Statement. The same Respondent violated Sections
19 10240 and 10241 of the Code by failing to disclose to the
20 borrower in the Mortgage Loan Disclosure Statement numerous fees
21 and expenses that would be charged to the borrower including but
22 not limited to loan origination fee, brokerage fee,
23 administrative fee, processing fee, lender rebate, notary fees.

24 AKINSETE TRANSACTION

25 f. Respondents CHASE and DADAR solicited and negotiated
26 a loan on real property located at 4564 Pacific Rim Way, San
27 Jose, California for borrower Adrienne Akinsete on or about

1 December 11, 2007. During the course of negotiations Bakhtiar,
2 acting on behalf of CHASE, misrepresented the terms of the loan,
3 including the interest rate, the payment amount and the cost of
4 the loan. Respondent CHASE violated Code Section 10240 by
5 failing to provide the borrower with the required Mortgage Loan
6 Disclosure Statement. Said Respondent violated Code Sections
7 10240 and 10241 by failing to disclose to the borrower in the
8 Mortgage Loan Disclosure Statement numerous fees and expenses
9 that would be charged to the borrower including but not limited
10 to prepayment penalty, loan origination fee, processing fee, and
11 notary fees.

12 JORDAN TRANSACTION

13 g. Respondents CHASE and DADAR solicited and negotiated
14 a loan on real property located at 8815 S. Third Ave., Inglewood,
15 California for borrower Clemmieten Jordan on or about March 14,
16 2008. During the course of negotiations an individual acting on
17 behalf of CHASE misrepresented the terms of the loan, including
18 the interest rate and the amount of the payment. Respondent
19 CHASE violated Code Section 10240 by failing to provide the
20 borrower with the required Mortgage Loan Disclosure Statement.
21 Said Respondent violated Code Sections 10240 and 10241 by failing
22 to disclose to the borrower in the Mortgage Loan Disclosure
23 Statement numerous fees and expenses that would be charged to the
24 borrower including but not limited to prepayment penalty, loan
25 origination fee, processing fee, and notary fees.

26 ///

27 ///

SANCHEZ TRANSACTION

1 h. Respondents CHASE and DADAR solicited and
2 negotiated a loan on real property located at 264 Alta Vista Way,
3 Daly City, California for borrowers Pablo A. and Yolanda D.
4 Sanchez on or about March 17, 2008. During the course of
5 negotiations Respondent DADAR misrepresented the terms of the
6 loan, including the cost of the loan. Respondent CHASE violated
7 Code Section 10240 by failing to provide the borrowers with the
8 required Mortgage Loan Disclosure Statement. Said Respondent
9 violated Sections 10240 and 10241 of the Code by failing to
10 disclose to the borrowers in the Mortgage Loan Disclosure
11 Statement numerous fees and expenses that would be charged to the
12 borrower including but not limited to prepayment penalty, loan
13 origination fee and notary fees.
14

SEVIER TRANSACTIONS

15 i. Respondents CHASE, and DADAR solicited and
16 negotiated loans on real properties located at 7283 Garden
17 highway, Sacramento, California and 6225 Mc Kinney Dr., Homewood,
18 California for borrowers Bruce J. and Gayle L. Sevier.
19 Respondent CHASE violated Code Section 10240 by failing to
20 provide the borrowers with the required Mortgage Loan Disclosure
21 Statement for both loans. During the course of negotiations
22 Respondent DADAR misrepresented the terms of the loans, including
23 the amount of the net proceeds to be realized by the borrower
24 from the refinancing transaction. Respondent CHASE violated Code
25 Sections 10240 and 10241 by failing to disclose to the borrowers
26 in the Mortgage Loan Disclosure Statements numerous fees and
27

1 expenses that would be charged to the borrowers including but not
2 limited to loan origination fee, processing fee, administrative
3 fee and lender rebate.

4 LEE TRANSACTION

5 j. Respondents CHASE, and DADAR solicited and
6 negotiated a loan on real property located at 9833 Rancho Caballo
7 Dr., Los Angeles, California for borrowers Johngman and Hae Jin
8 Lee on or about April 14, 2008. During the course of
9 negotiations Respondent DADAR and Bakhtiar misrepresented the
10 terms of the loan, including the interest rate and whether the
11 interest rate was fixed or adjustable. Respondent CHASE violated
12 Code Section 10240 by failing to provide the borrowers with the
13 required Mortgage Loan Disclosure Statement. Said Respondent
14 violated Sections 10240 and 10241 of the Code by failing to
15 disclose to the borrowers in the Mortgage Loan Disclosure
16 Statements numerous fees and expenses that would be charged to
17 the borrower including but not limited to loan origination fee
18 and notary fees.

19 SHELLER TRANSACTION

20 k. Respondents CHASE and DADAR solicited and negotiated
21 a first and second loan on real property located at 28900
22 Cumberland Road, Tehachapi, California for borrowers Gary D. and
23 Marvel Sheller. During the course of the negotiations Respondent
24 DADAR misrepresented the terms of the loan, including the
25 existence of a waiver of the pre-payment penalty on the
26 borrowers' existing loan, the interest rate and the cost of the
27 loan. Respondent CHASE violated Code Section 10240 by failing to

1 provide the borrowers with the required Mortgage Loan Disclosure
2 Statement. The same Respondent violated Sections 10240 and 10241
3 of the Code by failing to disclose to the borrowers in the
4 Mortgage Loan Disclosure Statement numerous fees and expenses
5 that would be charged to the borrowers including but not limited
6 to pre-payment penalty, coordination fee, processing fees,
7 mortgage broker fee, administrative fee, and loan origination
8 fees.

9 DE JULIO TRANSACTION

10 1. Respondents LA JOLLA and DADAR solicited and
11 negotiated a loan on real property located 16655 Porter Avenue,
12 Riverside, California 92504 for borrower Jim De Julio. During
13 the course of the negotiation Bakhtiar acting on behalf of LA
14 JOLLA misrepresented the amount of the loan, the interest rate of
15 the loan and the amount of his monthly payment on the loan.
16 Respondent LA JOLLA violated Code Section 10240 by failing to
17 provide the borrower with the required Mortgage Loan Disclosure
18 Statement. The same Respondent violated Sections 10240 and 10241
19 of the Code by failing to disclose to the borrowers in the
20 Mortgage Loan Disclosure Statement numerous fees and expenses
21 that would be charged to the borrowers including but not limited
22 to pre-payment penalty, coordination fee, processing fees,
23 mortgage broker fee, administrative fee, and loan origination
24 fees.

25 LOPEZ TRANSACTION

26 m. Respondents CHASE and DADAR solicited and
27 negotiated a loan on real property located 1139 Abrigo Road, Palm

1 Springs, California for borrower Trini Lopez. During the course
2 of negotiations Respondent DADAR on behalf of CHASE
3 misrepresented the terms of the loan including the interest rate
4 and the net cash proceeds the borrower would receive upon close
5 of the refinancing transaction. Respondent CHASE violated Code
6 Section 10240 by failing to provide the borrower with the
7 required Mortgage Loan Disclosure Statement. The same Respondent
8 violated Sections 10240 and 10241 of the Code by failing to
9 disclose to the borrowers in the Mortgage Loan Disclosure
10 Statement numerous fees and expenses that would be charged to the
11 borrowers including but not limited to pre-payment penalty,
12 coordination fee, processing fees, mortgage broker fee,
13 administrative fee, and loan origination fees.

14 BATTISTONE TRANSACTION

15 n. Respondents CHASE and DADAR solicited and negotiated
16 a loan on real property located 3156 San Helena Drive, Oceanside,
17 California 92056 for borrowers Robert and Marjori Battistone on
18 or about May 5, 2008. During the course of negotiations an
19 individual acting on behalf of Respondent CHASE represented to
20 the borrowers that the transaction proposed to them was a
21 modification of the terms of their existing loan. Only upon the
22 closing of the transaction did the borrowers learn that the
23 representations were false, and that instead of receiving a loan
24 modification the borrowers discovered they had refinanced their
25 original loan on terms that included both a higher interest rate
26 and loan amount. Additionally, Bakhtiar acting on behalf of
27 Respondent CHASE misrepresented to the borrowers that Respondent

1 CHASE had cancelled the refinance transaction at the direction of
2 the borrowers. Respondent CHASE violated Code Section 10240 by
3 failing to provide the borrower with the required Mortgage Loan
4 Disclosure Statement. The same Respondent violated Sections
5 10240 and 10241 of the Code by failing to disclose to the
6 borrowers in the Mortgage Loan Disclosure Statement numerous fees
7 and expenses that would be charged to the borrowers including but
8 not limited to pre-payment penalty, coordination fee, processing
9 fees, mortgage broker fee, administrative fee, and loan
10 origination fees.

11 HUFFMAN TRANSACTION

12 o. Respondents LA JOLLA and DADAR solicited and
13 negotiated a loan on real property located 9073 Victor Way, Elk
14 Grove, California 95624 for borrowers Franklin and Lorraine
15 Huffman on or about December 12, 2008. During the course of
16 negotiations McDonald and Moorhaj, acting on behalf of Respondent
17 LA JOLLA, represented to the borrowers that they were working for
18 the borrowers' existing lender and offering to negotiate a
19 modification of the terms of their loan from a variable interest
20 rate to a fixed interest rate. The truth was that McDonald and
21 Moorhaj were employed by Respondent LA JOLLA to solicit a
22 refinancing loan to be brokered by Respondent LA JOLLA. McDonald
23 and Moorhaj further misrepresented the terms of the refinance
24 loan, including the loan amount and the interest rate.
25 Respondent LA JOLLA violated Code Section 10240 by failing to
26 provide the borrower with the required Mortgage Loan Disclosure
27 Statement. The same Respondent violated Sections 10240 and 10241

1 of the Code by failing to disclose to the borrowers in the
2 Mortgage Loan Disclosure Statement numerous fees and expenses
3 that would be charged to the borrowers including but not limited
4 to pre-payment penalty, coordination fee, processing fees,
5 mortgage broker fee, administrative fee, and loan origination
6 fees.

7 10. The conduct, acts and/or omissions of Respondents
8 CHASE, LA JOLLA, DADAR and DIARIAN, as alleged above, subjects
9 their real estate licenses and license rights to suspension or
10 revocation pursuant to Sections 10176(a), 10176(b), 10176(i),
11 10177(d), and/or 10177(f) of the Code.

12 SECOND CAUSE OF ACCUSATION

13 (Unlicensed Activity Code Section 10137)

14 11.

15 Complainant hereby incorporates by reference the
16 allegations set forth in Paragraphs 1 through 10, above.

17 12.

18 The activities described in Paragraph 9, above, require
19 a real estate license under Section 10131(d) of the Code.

20 13.

21 Respondents CHASE and LA JOLLA violated Section 10137
22 of the Code by employing and/or compensating individuals who were
23 not licensed as a real estate salesperson or as a broker to
24 perform activities requiring a license in that said Respondents
25 employed Pooyan Bakhtiar, Andy McDonald and Michael Moohaj to
26 perform some or all of the services alleged in Paragraph 7,
27

1 above, though none were licensed as a real estate salesperson or
2 broker.

3 14.

4 Respondent CHASE violated Section 10137 of the Code by
5 employing and/or compensating Respondent DIARIAN to perform
6 activities requiring a real estate license though Respondent
7 DIARIAN was not working under the broker license of Respondent
8 CHASE in performing some or all of the activities alleged in
9 Paragraph 7, above.

10 15.

11 The conduct, acts and/or omissions of Respondents CHASE
12 and LA JOLLA violate Code Section 10137, and are cause for the
13 suspension or revocation of the licenses and license rights of
14 said Respondents pursuant to Code Section 10177(d) and/or
15 10177(g).

16 16.

17 The activities of Respondent DIARIAN described in
18 Paragraph 9b., above, require a real estate broker license under
19 Sections 10131(d). Respondent DIARIAN violated Section 10130 of
20 the Code by performing these activities when he was not licensed
21 by the Department as a real estate broker nor employed as a real
22 estate salesperson by the broker on whose behalf the activities
23 were performed.
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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 CHASE MORTGAGE CREDIT GROUP, LA JOLLA LENDING & REAL ESTATE,
6 INC., AREYO DADAR and ROUBIN DIARIAN under the Real Estate Law
7 (Part 1 of Division 4 of the Business and Professions Code) and
8 for such other and further relief as may be proper under other
9 applicable provisions of law.

10 Dated at Los Angeles, California

11 this 10 day of May, 2010

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15 ROBIN L. TRUJILLO
16 Deputy Real Estate Commissioner

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24
25 cc: Chase Mortgage Credit Group
26 La Jolla Lending & Real Estate, Inc.
27 Areyo Dadar
Robin L. Trujillo
Sacto.