



1 (a) Beginning on or about April 16, 2010 and continuing through on or about  
2 March 17, 2011, Respondent was employed by Republic Realty Services Inc., dba ReMax  
3 Metro Real Estate Services ("Republic") as her supervising broker of record. Paul Flores was  
4 the broker-officer of Republic designated pursuant to Code Section 10159.2 to be responsible  
5 for the supervision of the activities of the officers, agents, and employees of, and real estate  
6 licensees employed by Republic to ensure compliance with the real estate law.

7 (b) Beginning on or about March 18, 2011 through the present time, Respondent  
8 was and is employed by Marloz Financial Inc. as her supervising broker of record.

9 4.

10 On or about April 9, 2010, Respondent negotiated a listing agreement with Mario  
11 O. and Marilu V. ("Sellers") to sell their real property located at 2793 Waxwing Circle, Costa  
12 Mesa, CA 92626 ("Waxwing property"). The listing price was \$699,000.00, but the listing  
13 agreement also stated that the contract was contingent upon short-sale approval. The agreement  
14 also called for a broker's commission of 6% of the sale price.

15 5.

16 At the time, the Waxwing property was encumbered by a senior deed of trust  
17 held by America's Wholesale Lender for \$715,500.00 and by a junior deed of trust held by  
18 Countrywide for \$143,100.00. The appraised value of the Waxwing property was not sufficient  
19 to cover the full amount due on the loans and extinguish all costs of sale and property taxes due.  
20 The property was then taken off the market for a period of time to allow the Sellers to attempt to  
21 negotiate with lenders to modify the terms of their loans.

22 6.

23 On August 27, 2010, Respondent relisted the property as a short sale. Sellers  
24 would negotiate with lenders to permit the sale of the Waxwing property for an amount less  
25 than needed to extinguish all costs of sale, taxes, and the full balance due on the loans secured  
26 by the Waxwing property, whereby the lender would either forgive any remaining balance due  
27 on the promissory notes and/or release their liens.

1 7.

2 On the same day, August 27, 2010, Mark and Cynthia T. ("Buyers") contacted  
3 Respondent about purchasing the Waxwing property. Buyers signed a "Short sale Addendum,"  
4 and submitted an offer to purchase the property. On September 10, 2010, the Buyers signed a  
5 Counter Offer from the Sellers, and entered into a purchase agreement for the Waxing property.  
6 Respondent acted as dual agent for Sellers and Buyers. The agreement contained the following  
7 express provision:

8 "[p]roperty being sold as is and buyer to pay for any third party fees  
9 incurred by seller but not paid by seller/short sale lender included [*sic*] but  
10 not limited to property taxes sellers title fees, liens, negotiation fee, sellers  
escrow fees in a total amount not to exceed 10,000."

11 8.

12 Escrow opened on October 7, 2010. The closing agent was Barringer Escrow, an  
13 independent escrow licensed by the Department of Corporations. The commission disclosures  
14 signed by Sellers reflected commissions to be paid to ReMax Metro as agent of the Buyer and  
15 agent of the Seller, for a total of \$37,200.00. The HUD 1 signed by the Buyers on October 25,  
16 2010 reflected an additional "Negotiation Fee: To follow" in the amount of \$5,500.00".

17 9.

18 Escrow closed on the transaction on October 27, 2010. Two commission checks  
19 for \$18,600.00 each were paid to ReMax Metro, one as the buyer's commission and one as the  
20 seller's commission. In addition, \$5,500.00 was paid to Respondent directly from escrow. This  
21 additional fee was not disclosed to the Buyers or Sellers, and was not authorized by  
22 Respondent's employing broker at the time.

23 10.

24 At no time prior to the close of escrow did Respondent inform Sellers, Buyers or  
25 the Lender that she would receiving a negotiation which would increase the commission to an  
26 amount in excess of the 6% maximum authorized in the listing agreement, and the \$37,200.00  
27 limit set forth in the short sale approval letter.

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11.

The conduct, acts and/or omissions set forth above constitutes grounds to suspend or revoke Respondent's real estate salesperson license pursuant to Code Section 10176(a) for misrepresenting the true amount of her compensation.

12.

The conduct, acts and/or omissions set forth above constitutes grounds to suspend or revoke Respondent's real estate salesperson license pursuant to Code Section 10176(g) for claiming or taking a secret or undisclosed compensation or profit, and for failing to disclose the full amount of compensation or profit to her employer.

13.

The conduct, acts and/or omissions set forth above constitutes grounds to suspend or revoke Respondent's real estate salesperson license pursuant to Code Section 10176(i) and/or 10177(j) for engaging in fraud or dishonest dealing.

14.

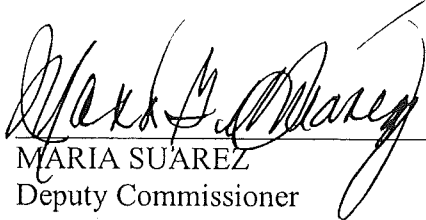
The conduct, acts and/or omissions set forth above constitutes grounds to suspend or revoke Respondent's real estate salesperson license pursuant to Code Section 10137 in conjunction with Code Sections 10177(d) and/or (g) for accepting compensation from a person other than the broker under whom she was licensed at the time.

15.

Business and Professions Code Section 10106 provides, in pertinent part, that in any order issued in resolution of a disciplinary proceeding before the Department, the commissioner may request the administrative law judge to direct a licensee found to have committed a violation of this part to pay a sum not to exceed the reasonable costs of the investigation and enforcement of the case.

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1                   WHEREFORE, Complainant prays that a hearing be conducted on the  
2 allegations of this Accusation and that upon proof thereof a decision be rendered imposing  
3 disciplinary action against all license(s) and license rights of Respondent under the Real Estate  
4 Law (Part 1 of Division 4 of the Business and Professions Code), for the cost of investigation  
5 and enforcement as permitted by law, and for such other and further relief as may be proper  
6 under other provisions of law.

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9 MARIA SUAREZ  
Deputy Commissioner

10 Dated at Los Angeles, California

11 this 22nd day of April, 2013

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19 cc: Angie Mary Garcia  
20 Marloz Financial Inc.  
21 Maria Suarez  
Sacto.