

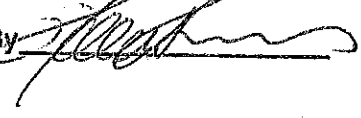
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FILED

MAY 19 2016

BUREAU OF REAL ESTATE

By 

BUREAU OF REAL ESTATE

STATE OF CALIFORNIA

In the Matter of the Accusation of)	No. H-40122 LA
)	
FRANKLIN EQUITY CORPORATION,)	<u>SECOND AMENDED</u>
doing business as Signature Escrow)	<u>ACCUSATION</u>
Service, a non-independent broker escrow;)	
and ANDRES OMAR PACHECO,)	
individually, and as designated officer for)	
Franklin Equity Corporation,)	
)	
Respondents.)	

21
22 This Second Amended Accusation amends the First Amended Accusation filed on
23 March 8, 2016.

24 The Complainant, Maria Suarez, a Supervising Special Investigator, for cause of
25 Accusation against Respondents FRANKLIN EQUITY CORPORATION, doing business as
26 Signature Escrow Service, a non-independent broker escrow ("FRANKLIN"); and ANDRES
27 OMAR PACHECO ("PACHECO"), individually, and as designated officer for FRANKLIN,

1 (sometimes collectively referred to as Respondents) is informed and alleges as follows:

2
3 1.

4 The Complainant, Maria Suarez, a Supervising Special Investigator, makes this
5 Accusation in her official capacity.

6 2.

7 FRANKLIN is presently licensed and/or has license rights under the Real Estate
8 Law (Part 1 of Division 4 of the Business and Professions Code, hereinafter "Code"), as a real
9 estate corporation acting by and through PACHECO as its designated broker-officer. The broker
10 license of FRANKLIN is scheduled to expire on February 12, 2016.

11 3.

12 PACHECO is presently licensed and/or has license rights under the Real Estate
13 Law as a real estate broker. At all times relevant herein PACHECO was the designated officer of
14 FRANKLIN. The broker license of PACHECO is scheduled to expire on June 9, 2019.

15 4.

16 FRANKLIN is authorized to use the fictitious business name "Signature Escrow
17 Service, a non-independent broker escrow."

18 5.

19 All further references to respondents herein includes FRANKLIN and
20 PACHECO, and also includes officers, directors, employees, agents and real estate licensees
21 employed by or associated with FRANKLIN and PACHECO, and who at all times herein
22 mentioned were engaged in the furtherance of the business or operations of FRANKLIN and
23 PACHECO, and who were acting within the course and scope of their authority and employment.

24 6.

25 At all times relevant herein PACHECO, as the officer designated by FRANKLIN,
26 pursuant to Section 10211 of the Code, was responsible for the supervision and control of the
27 activities conducted on behalf of FRANKLIN by its officers and employees as necessary to

1 secure full compliance with the Real Estate Law as set forth in Section 10159.2 of the Code.

2 7.

3 PACHECO ordered, caused, authorized or participated in the conduct of
4 FRANKLIN, as is alleged in this Accusation.

5 8.

6 At all times relevant herein Respondents were engaged in the business of, acted in
7 the capacity of, advertised or assumed to act as real estate brokers and/or real estate corporations
8 in the State of California, within the meaning of Code Sections 10131(a). Said activities included
9 soliciting sellers and buyers for the listing, sale and purchase of real property, negotiating the
10 purchase and sale of real property on behalf of buyers and sellers, including negotiating short
11 sales of real property on behalf of buyers and sellers, for compensation or in expectation of
12 compensation.

13 9.

14 Respondents also conducted broker-controlled escrows through the escrow
15 division of FRANKLIN, using the unauthorized fictitious business name "Signature Escrow
16 Service," under the exemption set forth in California Financial Code Section 17006(a)(4) for real
17 estate brokers performing escrows incidental to a real estate transaction where the broker is an
18 agent or a party to the transaction and in which the broker is performing acts for which a real
19 estate license is required.

20 FIRST CAUSE OF ACCUSATION

21 (Audit Violations)

22 10.

23 On or about August 31, 2015, the Bureau completed an audit examination of the
24 books and records of Respondent FRANKLIN pertaining to the real estate activities described in
25 Paragraph 8 and 9, above, covering a period from April 1, 2012, to March 31, 2015.

26 11.

27 At all times mentioned herein, and in connection with the activities described in

1 Paragraphs 8 and 9, above, FRANKLIN accepted or received funds to be held in trust ("trust
2 funds") from or on behalf of actual or prospective parties to transactions handled by
3 Respondents, and thereafter made deposits and/or disbursements of such funds. From time-to-
4 time herein mentioned during the audit period, said trust funds were deposited into a bank
5 account maintained by Respondents as follows:

6 B/A #1

7 Account Name: Franklin Equity Corporation

8 Account No. xxxxxxxx4032

9 Bank Name: US Bank N.A., P.O. Box 1800, St. Paul, Minnesota 55101

10 Signatories: PACHECO

11 Opened: July 26, 2012

12 Signatories: One (1) signature required

13 12.

14 The audit examination revealed violations of the Code by Respondents, as set
15 forth in the following paragraphs, and more fully discussed in Audit Report No. LA 140151 and
16 the exhibits and work papers attached to the audit report:

17 (a) Respondents permitted, allowed or caused the withdrawal or disbursement of
18 trust funds from the escrow trust account maintained as B/A #1 so that the trust account had a
19 minimum shortage of \$904,116.13 as of March 31, 2015. The shortage was caused by minimum
20 bank charges of \$2,826.01; minimum unauthorized disbursements to PACHECO'S personal
21 account, debit cards, and customer/electronic withdrawals totaling \$308,333.86; minimum
22 unauthorized/disbursement wire debits and checks with no escrow reference number totaling
23 \$388,901.47; and minimum unidentified shortage totaling \$204,054.79.

24 Respondents caused, permitted and/or allowed the withdrawal or disbursement of
25 trust funds from the trust account maintained at US Bank N.A. so that the total of aggregate
26 funds remaining in the account was less than the existing aggregate trust fund liability of
27 FRANKLIN to every principal who was an owner of said funds without first obtaining the prior

1 written consent of the owners of said funds as is required by Code Section 10145(a) and Sections
2 2832.1 and 2951, Title 10, Chapter 6, Code of Regulations (“Regulations”).

3 (b) Respondents failed to designate BA #1 as a trust account in violation of Code
4 Section 10145 and Sections 2832, 2950(d) and 2951 of the Regulations.

5 (c) Respondents failed to maintain a control record in the form of a columnar
6 record in chronological order of all trust funds received, deposited and disbursed for BA #1 in
7 violation of Code Section 10145 and Sections 2831, 2950(d) and 2951 of the Regulations.

8 (d) Respondents failed to maintain a separate record for each beneficiary of trust
9 funds received and disbursed from BA #1. The auditor used BA #1’s bank statements, cancelled
10 checks, withdrawal slips, records of deposits provided by US Bank N.A. pursuant to a subpoena
11 duces tecum to reconstruct the separate records to determine the minimum accountability in
12 violation of Code Section 10145 and Code Sections 2831.1, 2950(d) and 2951.

13 (e) Respondents failed to maintain a monthly reconciliation comparing the
14 balance of all separate records to the balance of the record of trust funds received and disbursed
15 (control record) for BA #1 in violation of Code Section 10145 and Sections 2831.2, 2950(d) and
16 2951 of the Regulations.

17 (f) Based on three (3) months (January 2015 to March 2015) reconstruction of BA
18 #1, using records provided by US Bank N.A. pursuant to a subpoena duces tecum, Respondents
19 had minimum unauthorized disbursements from BA #1 to designated officer PACHECO’s
20 personal account, debit cards and customer/electronic withdrawals totaling \$308,333.86. The
21 balance of BA #1 was reduced to an amount that was less than the amount of trust funds
22 deposited. Respondents issued checks and wire debits totaling \$388,901.47 from BA #1 without
23 the written instruction of the party or parties depositing funds into escrow. The foregoing is in
24 violation of Code Sections 10145, 10176(i) and/or 10177(j) and Sections 2950(g) and 2951 of
25 the Regulations.

26 (g) Respondents collected trust funds in the course of performing escrow services
27 which were deposited to BA #1 and commingled with funds of Respondents disbursed from BA

1 #1 for personal/operating expenses in violation of Code Sections 10145 and 10176(e) and
2 Sections 2932 and 2951 of the Regulations.

3 (h) Respondents used a fictitious business name, "Signature Escrow Service," for
4 activities requiring the issuance of a real estate license without filing an application for the use of
5 such name with the Bureau in violation of Code Section 10159.5 and Section 2731(a) of the
6 Regulations.

7 (i) Respondents did not fully disclose in writing to all principals that FRANKLIN
8 and PACHECO have an interest as a stockholder, officer, partner, or owner of the agency holding
9 the escrow in violation of Code Section 10145 and Section 2950(h) of the Regulations.

10 (j) Respondents engaged in real estate activities when the Franchise Tax Board of
11 the State of California had suspended the powers, rights and privileges of FRANKLIN pursuant
12 to the provisions of the California Revenue and Taxation Code in violation of Code Section
13 10177(f) and Section 2742(c) of the Regulations.

14 (k) Despite the service of a subpoena duces tecum served on PACHECO,
15 Respondents failed to provide for examination all the books and records related to Respondents'
16 real estate activities, including BA #1's bank statements, bank signature cards, deposit receipts,
17 cancelled checks, records of receipt and disbursements, separate records, records of
18 reconciliation, escrow transaction files and an accurate escrow log related to Respondents' broker
19 escrow activity in violation of Code Section 10148 and Section 2950(e) of the Regulations.

20 (l) PACHECO failed to adequately supervise real estate activities conducted by
21 FRANKLIN's salespersons and employees and, further, failed to establish policies, rules,
22 procedures and systems to review, oversee, inspect and manage transactions requiring a real
23 estate license and the handling of trust funds in violation of Code Sections 10159.2 and 10177(h)
24 and Section 2725 of the Regulations.

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26 ///

27 ///

1 DISCIPLINARY STATUTES AND REGULATIONS

2 13.

3 The conduct of Respondents described in Paragraph 12, above, violated the Code
4 and the Regulations as set forth below:

5 <u>PARAGRAPH</u>	<u>PROVISIONS VIOLATED</u>
6 12(a)	Code Section 10145(a); Sections 2832.1 and 2951 of the 7 Regulations
8 12(b)	Code Section 10145; Section 2832, 2950(d) and 2951 of the 9 Regulations
10 12(c)	Code Section 10145 and Sections 2831, 2950(d) and 2951 of the 11 Regulations.
12 12(d)	Code Section 10145 and Code Sections 2831.1., 2950(d) and 2951 13 of the Regulations
14 12(e)	Code Section 10145 and Sections 2831.2, 2950(d) and 2951 of the 15 Regulations.
16 12(f)	Code Sections 10145, 10176(i) and/or 10177(j) and Section 17 2950(g) and 2951 of the Regulations.
18 12(g)	Code Sections 10145 and 10176(e) and Sections 2932 and 2951 of 19 the Regulations.
20 12(h)	Code Section 10159.5 and Section 2731(a) of the Regulations.
21 12(i)	Code Section 10145 and Section 2950(h) of the Regulations.
22 12(j)	Code Section 10177(f) and Section 2742(c) of the Regulations.
23 12(k)	Code Section 10148 and Section 2950(e) of the Regulations.

24 14.

25
26 The foregoing violations, as set forth hereinabove, constitute cause for the
27 suspension or revocation of the real estate licenses and license rights of Respondents

1 FRANKLIN and PACHECO under the provisions of Code Sections 10177(d) for violation of the
2 Real Estate Law and/or 10177(g) for negligence or incompetence.

3 SECOND CAUSE OF ACCUSATION

4 (Misrepresentation, False Promise and Fraud and/or dishonest dealing)

5
6 15.

7 Complainant hereby incorporates by reference the allegations set forth in
8 Paragraphs 1 through 14, above.

9 12028 Lasselle Street, Moreno Valley - Transaction No. 1

10 16.

11 On or about June 30, 2014, Thomas W. executed an offer to purchase the real
12 property located at 12028 Lasselle Street, Moreno Valley, CA 92557 ("Lasselle Street Property")
13 as a short sale for a purchase price of \$190,000. The written offer by Thomas W. contained a
14 provision acknowledging the receipt of his earnest money deposit in the amount of \$20,000, and
15 provided that escrow would be handled by Respondent FRANKLIN's escrow division, Signature
16 Escrow Service. Escrow was subsequently opened at Signature Escrow Service as Escrow No.
17 14-6253-JR.

18 17.

19 Thereafter, Thomas W. was informed that the purchase price had been approved
20 by the lender at the increased purchase price of \$205,000. Accordingly, on or about October 7,
21 2014, Thomas W. wired Signature Escrow Service \$185,000 as the balance of the \$205,000
22 purchase price plus an additional \$1,620 as the escrow fee for a total of \$186,620. As a result, the
23 entire amount deposited by Thomas W. to Signature Escrow Service, including the \$20,000
24 earnest money deposit previously made by Thomas W., was \$206,620.

25 18.

26 Due to delays in the close of escrow, on or about January 7, 2015, Thomas W. and
27 the seller of the Lasselle Street Property both executed escrow cancellation instructions canceling

1 the purchase and sale of the property.

2 19.

3 On or about January 23, 2015, Thomas W. went to Signature Escrow Service's
4 business premises and picked up a post-dated escrow disbursement check (Check #91851) signed
5 by Respondent PACHECO on behalf of Signature Escrow Service in the amount of \$206,620.
6 The date on the refund check was January 27, 2015.

7 20.

8 Thereafter, on or about January 29, 2015, Check #91851 from Signature Escrow
9 Service was returned to Thomas W. marked unpaid due to insufficient funds in Respondents'
10 bank account.

11 21.

12 Despite subsequent repeat promises by Respondents and their agents that Thomas
13 W.'s funds would be delivered to him, Respondents failed and refused to refund the sum of
14 \$206,620 to him. The only sums received from Respondents by Thomas W. were two payments
15 in the amount of \$2,500 each. Thomas W. was informed by Respondents and their agents that the
16 foregoing \$5,000 in payments was intended to compensate Thomas W. for his "trouble" in
17 failing to receive back the funds he deposited to Signature Escrow Service. As of the filing of the
18 instant accusation, Thomas W.'s has not received a refund of his \$206,620.

19 22.

20 Respondents' representation that they would faithfully perform the duties of an
21 escrow holder with respect to Thomas W.'s funds was false and fraudulent in that Respondents
22 had no intention of using Thomas W.'s funds to effectuate the completion of the sale of the
23 Lasselle Street Property, and instead intended to convert Thomas W.'s funds to their own use and
24 benefit.

25 11920 Ivy Lane, Moreno Valley Transaction

26 23.

27 In or around October, 2014, Francisco R. entered into an agreement for the

1 purchase of the property at 11920 Ivy Lane, Moreno Valley, CA ("Ivy Lane Property"). As part
2 of the purchase and sale transaction, Francisco R. made an earnest money deposit in the amount
3 of \$8,850. The earnest money was deposited to Escrow No. 14-6304, Signature Escrow Service.

4 24.

5 Thereafter, on or about November 3, 2014, at the request of the seller of the Ivy
6 Lane Property, Francisco R. executed an escrow cancellation instruction directing Signature
7 Escrow Service to cancel Escrow No. 14-6304.

8 25.

9 Upon the cancellation of the escrow with Signature Escrow Service, Francisco R.
10 became entitled to receive back his earnest money deposit (less a \$200 fee) from Signature
11 Escrow Service. On or about November 26, 2014, Francisco R. received an escrow refund check
12 in the amount of \$8,650.

13 26.

14 Francisco R. deposited the refund check from Signature Escrow Service on or
15 about December 3, 2014. On or about December 5, 2014, Francisco R.'s bank placed a hold on
16 the deposited funds in his account on the ground that Francisco R.'s bank had reason to believe
17 that the check from Signature Escrow Service would not be paid.

18 27.

19 Despite repeated requests by Francisco R. that Respondents refund the \$8,650 due
20 to him, Respondents failed and refused to refund any portion of Francisco R.'s funds.

21 28.

22 Respondents' representation that they would faithfully perform the duties of an
23 escrow holder with respect to Francisco R.'s funds was false and fraudulent in that Respondents
24 had no intention of using Francisco R.'s funds to effectuate the completion of the sale of the Ivy
25 Lane Property, and instead intended to convert Francisco R.'s funds to their own use and benefit.

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27 ///

1 12028 Lasselle Street, Moreno Valley – Transaction No. 2

2 29.

3 On or about February 28, 2015, Carrbridge LLC entered into an agreement to
4 purchase the real property located at 12028 Lasselle Street, Moreno Valley, CA 92557 (“Lasselle
5 Street Property II”) for a purchase price of \$185,500. The Lasselle Street Property II was listed by
6 Respondents FRANKLIN and PACHECO as a short sale. The purchase agreement provided that
7 escrow would be handled by Respondent FRANKLIN’s escrow division, Signature Escrow
8 Service. Escrow was subsequently opened at Signature Escrow Service as Escrow No. 15-6352-
9 JR. On or about February 20, 2015, Carrbridge LLC wired an earnest money deposit in the
10 amount of \$50,000 to Signature Escrow Service.

11 30.

12 The purchase and sale transaction could not be consummated, and Carrbridge
13 LLC was entitled to receive back the entirety of its \$50,000 earnest money deposit. On or about
14 October 19, 2015, Carrbridge LLC executed and delivered to escrow instructions for the
15 cancellation of the transaction. Thereafter, on or about November 11, 2015, Carrbridge LLC
16 executed a Buyer Demand for Release of Deposit and transmitted this to Respondent PACHECO
17 at Signature Escrow Service. Despite these demands by Carrbridge LLC for a refund of the
18 earnest money deposited to escrow, at no time has any portion of its funds been returned to them.

19 31.

20 Respondents’ representation that they would faithfully perform the duties of an
21 escrow holder with respect to Carrbridge’s funds was false and fraudulent in that Respondents
22 had no intention of using Carrbridge LLC’s funds to effectuate the completion of the sale of the
23 Lasselle Street Property II, and instead intended to convert Carrbridge’s funds to their own use
24 and benefit.

25 11232 Magnolia Avenue, Riverside, CA Transaction

26 32.

27 On or about April 6, 2015, Carrbridge LLC entered into an agreement to purchase

1 the real property at 11232 Magnolia Avenue, Riverside, CA (“Magnolia Avenue Property”) for
2 the purchase price of \$325,000. The property was listed for sale by Respondents. Escrow was
3 subsequently opened at Signature Escrow Service as Escrow No. 15-6352-JR. On or about
4 February 20, 2015, Carrbridge LLC wired an earnest money deposit in the amount of \$25,000 to
5 Signature Escrow Service.

6 33.

7 The purchase and sale transaction could not be consummated, and Carrbridge
8 LLC was entitled to receive back the entirety of its \$25,000 earnest money deposit. On or about
9 October 6, 2015, Carrbridge LLC executed and delivered to Respondent PACHECO instructions
10 for the cancellation of the transaction. Thereafter, on or about November 2, 2015, Carrbridge
11 LLC executed a Buyer Demand for Release of Deposit and transmitted this to Respondent
12 PACHECO at Signature Escrow Service. Despite demands by Carrbridge LLC for a refund of the
13 \$25,000 earnest money deposited to escrow, at no time has any portion of its funds been returned
14 to it.

15 34.

16 Respondents’ representation that they would faithfully perform the duties of an
17 escrow holder with respect to Carrbridge’s funds was false and fraudulent in that Respondents
18 had no intention of using Carrbridge LLC’s funds to effectuate the completion of the sale of the
19 Magnolia Avenue Property, and instead intended to convert Carrbridge’s funds to their own use
20 and benefit.

21 945 N. Inglewood Avenue, Inglewood, CA Transaction

22 35.

23 On or about September 25, 2014, Shari P. entered into an agreement to purchase
24 the real property at 945 N. Inglewood Avenue, Inglewood, CA (“N. Inglewood Avenue
25 Property”) for a total purchase price of \$435,000. The property was listed for sale by
26 Respondents FRANKLIN and PACHECO as a short sale. The purchase agreement provided
27 that escrow would be handled by Respondent FRANKLIN’s escrow division, Signature

1 Escrow Service. Escrow was subsequently opened at Signature Escrow Service as Escrow No.
2 14-6302-JR. On or about October 8, 2014, Shari P. wired an earnest money deposit in the
3 amount of \$55,000 to Signature Escrow Service.

4 36.

5 Thereafter, the circumstances which had caused the seller to list her property for
6 sale changed, and she no longer wished to sell the N. Inglewood Avenue Property. By virtue of
7 the seller's changed circumstances Shari P. was entitled to a refund of the entirety of her
8 \$55,000 earnest money deposit. Escrow cancellation instructions were executed on or about
9 July 30, 2015. On or about August 27, 2015, Shari P. executed a Buyer Demand for Release of
10 Deposit and delivered it to escrow.

11 37.

12 Respondents' representation that they would faithfully perform the duties of an
13 escrow holder with respect to Shari P.'s funds was false and fraudulent in that Respondents
14 had no intention of using Shari P.'s funds to effectuate the completion of the sale of the N.
15 Inglewood Avenue Property, and instead intended to convert Shari P.'s funds to their own use
16 and benefit.

17 2141 N. Pacific Avenue, Santa Ana, CA 92706 Transaction

18 38.

19 On or about October 24, 2015, Harris K. entered into an agreement to purchase
20 the real property at 2141 N. Pacific Avenue, Santa Ana, CA 92706 ("Pacific Avenue
21 Property") for a total purchase price of \$325,000. The property was listed for sale by
22 Respondents FRANKLIN and PACHECO as a short sale. The purchase agreement provided
23 that escrow would be handled by Respondent FRANKLIN's escrow division, Signature
24 Escrow Service. In or around November, 2015, Harris K. wired a \$25,000 earnest money
25 deposit to Signature Escrow Service at Respondent PACHECO's instruction.

26 39.

27 Thereafter, no further contact was had by Harris K. with Respondent

1 PACHECO, or anyone else at Signature Escrow Service, despite repeated attempts to reach
2 Respondent PACHECO which were made by Harris K. and his agent. On or about January 24,
3 2016, Harris K. executed an escrow instruction canceling the purchase contract, demanding the
4 release of his \$25,000 earnest money deposit and the cancellation of escrow. Despite Harris
5 K.'s demand for the return of his \$25,000, no portion of his funds has been returned to him.

6 40.

7 Respondents' representation that they would faithfully perform the duties of an
8 escrow holder with respect to Harris K.'s funds was false and fraudulent in that Respondents
9 had no intention of using Harris K.'s funds to effectuate the completion of the sale of the
10 Pacific Avenue Property, and instead intended to convert Harris K.'s funds to their own use
11 and benefit.

12 5310 S. Hoover Street, Los Angeles, CA 90037 Transaction

13 41.

14 On or about June 30, 2014, Thomas W. submitted an offer to purchase the
15 property at 5310 S. Hoover, Los Angeles, CA 90037 ("Hoover Street property"), for \$170,000,
16 the list price. The property was listed for sale by Respondents FRANKLIN and PACHECO as
17 a short sale. On August 22, 2014, Respondents, through Liz Acala, also known as Tiffany
18 Lopez, advised Thomas W. in writing that the lender approved the short sale at \$205,000 with
19 a payoff amount of \$188,781.93 plus other closing costs. Based on the foregoing
20 representations Thomas W. paid \$205,000 for the Hoover Street property plus an additional
21 \$1,550 as an escrow fee to Signature Escrow Service and obtained title to the property.

22 42.

23 After the close of escrow Thomas W. learned that the true sales price demanded
24 by the lender for the Hoover Street property was, according to the public records, \$150,000
25 rather than \$205,000, and that he had been overcharged \$55,000 by Respondents. The sum of
26 \$55,000 was converted by Respondents to Respondents' own use and benefit without the
27 knowledge or consent of Thomas W.

1 10176(i) and/or 10177(j) and 10177(g).

2 THIRD CAUSE OF ACCUSATION

3 (Failure to Supervise against PACHECO).

4 46.

5 Complainant hereby incorporates by referenced the allegations set forth in
6 Paragraphs 1 through 45, above.

7 47.

8 The conduct, acts and/or omissions of PACHECO in allowing FRANKLIN to
9 violate the Real Estate Law, as set forth above, constitutes a failure by PACHECO, as the
10 officer designated by the corporate broker licensee, to exercise the supervision and control over
11 the activities of FRANKLIN as required by Code Section 10159.2, and is cause to suspend or
12 revoke the real estate licenses and license rights of PACHECO under Code Sections 10177(d),
13 10177(g) and/or 10177(h).

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

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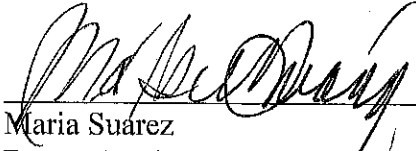
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WHEREFORE, Complainant prays that a hearing be conducted on the allegations of this Accusation and that upon proof thereof, a decision be rendered imposing disciplinary action against all the licenses and license rights of Respondents FRANKLIN EQUITY CORPORATION and ANDRES OMAR PACHECO under the Real Estate Law (Part I of Division 4 of the Business and Professions Code), for the cost of investigation and enforcement as permitted by law, for the cost of the audit and follow-up audit as provided in Code Section 10148, and for such other and further relief as may be proper under other applicable provisions of law.

Dated at Los Angeles, California
this 17th day of May, 2016.



Maria Suarez
Deputy Real Estate Commissioner

cc: FRANKLIN EQUITY CORPORATION
ANDRES OMAR PACHECO
Maria Suarez
Sacto