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1 Department of Real Estate  
2 320 West Fourth Street, Ste. 350  
3 Los Angeles, California 90013

4 (213) 576-6982

**FILED**

**JUN 10 2019**

**DEPT. OF REAL ESTATE**

*By [Signature]*

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9 STATE OF CALIFORNIA

10 DEPARTMENT OF REAL ESTATE

11 To:

12 PHILIP CHRISTIAN GARCIA, individually and )  
13 dba PREMIER LEASING, and any other names )  
14 or fictitious names used by Philip Christian Garcia, )

15 and )

16 DANIEL LEE TOVAR, individually and )  
17 dba PREMIER LEASING, and any other names )  
18 or fictitious names used by Daniel Lee Tovar )

) No. H-41376 LA  
) ORDER TO DESIST AND  
) REFRAIN  
) (B&P Code Section 10086)

19  
20 The Commissioner ("Commissioner") of the California Department of Real Estate  
21 ("Department") caused an investigation to be made of the activities of PHILIP CHRISTIAN  
22 GARCIA ("GARCIA"), DANIEL LEE TOVAR ("TOVAR"), and PREMIER LEASING ("PL").  
23 Based on that investigation, the Commissioner has determined that GARCIA, TOVAR, PL,  
24 and/or any other fictitious business names used by GARCIA, TOVAR and/or PL have engaged  
25 in, are engaging in, or are attempting to engage in, acts or practices constituting violations of the  
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27 DRE DESIST & REFRAIN ORDER – Philip Christian Garcia et al.

1 California Business and Professions Code ("Code"), including violating Code Section 10130 by  
2 engaging in the business of, acting in the capacity of, and/or advertising or assuming to act as, a  
3 real estate broker in the State of California within the meaning of Code Section 10167.2 by  
4 engaging in the business of a prepaid rental listing service ("PRLS") when neither GARCIA,  
5 TOVAR nor PL were so licensed as real estate brokers. Based on the findings of that  
6 investigation, as set forth below, the Commissioner hereby issues the following Findings of Fact,  
7 Conclusions of Law, and Desist and Refrain Order under the authority of Section 10086 of the  
8 Code.

9           Whenever acts referred to below are attributed to GARCIA, those acts are  
10 alleged to have been done by GARCIA, acting by himself, or by and/or through one or more  
11 agents, associates, affiliates, and/or co-conspirators, including but not limited to TOVAR and/or  
12 PL, and using the name "PREMIER LEASING," or other names or fictitious names unknown at  
13 this time.

14           Whenever acts referred to below are attributed to TOVAR, those acts are  
15 alleged to have been done by TOVAR, acting by himself, or by and/or through one or more  
16 agents, associates, affiliates, and/or co-conspirators, including but not limited to GARCIA and/or  
17 PL, and using the name "PREMIER LEASING," or other names or fictitious names unknown at  
18 this time.

19           Whenever acts referred to below are attributed to PL, those acts are alleged to  
20 have been done by PL, acting by itself, or by and/or through one or more agents, associates,  
21 affiliates, and/or co-conspirators, including but not limited to GARCIA and/or TOVAR, and  
22 using the name "PREMIER LEASING," or other names or fictitious names unknown at this  
23 time.

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FINDINGS OF FACT

1. PHILIP CHRISTIAN GARCIA is not now, and has never been licensed by the Department in any capacity.

2. DANIEL LEE TOVAR is not now, and has never been licensed by the Department in any capacity.

3. PREMIER LEASING is not now, and has never been licensed by the Department in any capacity.

4. Neither GARCIA, TOVAR nor PL appear on the Department's list of PRLS licensees who are licensed for a two-year period to supply prospective tenants with listings of residential real properties for tenancy, by publication or otherwise, pursuant to an agreement under which the prospective tenant(s) are required to pay a fee in advance of, or contemporaneously with, the supplying of the listings, but which does not otherwise involve the negotiation of rentals by the person conducting the service.

5. The Department has no record of any pending PRLS applications for GARCIA, TOVAR or PL.

6. On or about May 23, 2016, GARCIA signed a Commercial Lease Agreement (C.A.R. Form CL, Revised 12/15) as the Tenant for rental of the property located at 6025 North Figueroa, #E, Los Angeles, CA 90042 for the period beginning June 1, 2016 and ending May 31, 2017.

7. On or about June 3, 2016, TOVAR as Registered Owner filed a Fictitious Business Name ("FBN") Statement with the Los Angeles County Registrar-Recorder/County Clerk for PREMIER LEASING, located at 6021 N. Figueroa St., #E, Los Angeles, CA 90042. TOVAR signed the FBN Statement, which listed PREMIER LEASING as a business conducted by an individual and attested that the business began to transact business as PREMIER LEASING in June 2016.

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Unlicensed PRLS Activities

8. EZ advertised its offerings of rental listings in printed publications, including, but not limited to "El Clasificado," a Spanish language magazine.

Juventina C. (February 22, 2017)

9. On or about February 22, 2017, Juventina C.:

- a. paid \$240.00 in cash to PL;
- b. signed a contract [in Spanish] on the letterhead of PL for rental services; and
- c. signed a rental agreement [in Spanish] on the letter head of PL.

10. When Juventina C. did not find a place to rent through PL, she requested a refund. PL denied Juventina C.'s refund request. To date, Juventina C. has not received any refund from PL.

Celine N. (November 30, 2016)

11. On or about November 30, 2016, Celine N. saw a magazine ad in "El Clasificado" for an apartment available for rent for \$875. Celine N. called the listed telephone number (323) 255-5174 and spoke to "Nancy" of PL, who directed Celine N. to pay \$240.00 of the required \$500.00 deposit in order to reserve the apartment. Also on or about November 30, 2016, at the instruction of "Nancy," Celine N.:

- a. paid \$240.00 by U.S. Postal Service money order number 24227001786 payable to PL;
- b. signed a contract for rental services on the letterhead of PL for the period November 30, 2016 to March 1, 2017; and
- c. signed a rental application on the letter head of PL.

1           12. The PL contract included a "Right To Refund" section that stated, "The  
2 prospective tenant is not entitled to a refund if the prospective tenant obtains a rental through the  
3 services of the licensee. If the prospective tenant obtains a rental other than through the services  
4 of the licensee during the term of this contract or if the prospective tenant does not obtain a rental  
5 through the services of the licensee during the term of the contract, the licensee shall refund the  
6 fee received in excess of a \$95.00 service charge to the prospective tenant within 10 to 15 days  
7 after the expiration date of the contract..."

8           13. In return for her \$240.00 payment, Celine N. received a list of available  
9 properties to rent, and was not directed to the specific \$875 apartment she saw listed in "El  
10 Clasificado."

11           14. On or about January 14, 2017, Celine N. requested a refund from PL and was  
12 informed that the refund would be processed and sent to her via U.S. Mail within fifteen (15)  
13 days. To date, Celine N. has not received any refund from PL.

14           Maria D. (October 4, 2016)

15           15. On or about October 4, 2016, Maria D.:

16                   a. paid \$240.00 in cash to PL; and

17                   b. signed a contract [in Spanish] on the letterhead of PL for rental  
18 services.

19           16. When Maria D. did not find a place to rent through PL, she requested a  
20 refund. PL denied Maria D.'s refund request. To date, Maria D. has not received any refund  
21 from PL.

22           Zulma O. (September 19, 2016)

23           17. On or about September 19, 2016, Zulma O.:

24                   a. paid \$240.00 in cash to PL;

25                   b. signed a contract on the letterhead of PL for rental services; and  
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1 c. signed a rental application on the letter head of PL.

2 18. The PL contract included a "Right To Refund" section that stated, "The  
3 prospective tenant is not entitled to a refund if the prospective tenant obtains a rental through the  
4 services of the licensee. If the prospective tenant obtains a rental other than through the services  
5 of the licensee during the term of this contract or if the prospective tenant does not obtain a rental  
6 through the services of the licensee during the term of the contract, the licensee shall refund the  
7 fee received in excess of a \$95.00 service charge to the prospective tenant within 10 to 15 days  
8 after the expiration date of the contract..."

9 19. When Zulma O. did not find a place to rent through PL, she requested a  
10 refund on or about September 23, 2016. PL denied Zulma O.'s refund request. To date, she has  
11 not received any refund from PL.

12 CONCLUSIONS OF LAW

13 20. Based on the findings of fact contained in paragraphs 1 through 19, GARCIA,  
14 acting by himself, or by and/or through one or more agents, associates, affiliates, and/or co-  
15 conspirators, including but not limited to TOVAR and/or PL, and using the name "PREMIER  
16 LEASING," or other names or fictitious names unknown at this time, supplied prospective  
17 tenants with listings of residential real properties for tenancy, by publication, or otherwise,  
18 pursuant to an arrangement under which the prospective tenants are required to pay an advance  
19 of a contemporaneous fee (1) specifically to obtain listings or (2) to purchase any other product  
20 or service in order to obtain listings, but which does not otherwise involve the negotiation of  
21 rentals by the person conducting the service. These acts, which require a real estate broker  
22 license under Code Section 10167.2, were performed during a period of time when GARCIA  
23 was not licensed by the Department as a real estate broker, a violation of Code Sections 10130  
24 and 10167.2.

1                   21. Based on the findings of fact contained in paragraphs 1 through 19, TOVAR,  
2 acting by himself, or by and/or through one or more agents, associates, affiliates, and/or co-  
3 conspirators, including but not limited to GARCIA and/or PL, and using the name "PREMIER  
4 LEASING," or other names or fictitious names unknown at this time, supplied prospective  
5 tenants with listings of residential real properties for tenancy, by publication, or otherwise,  
6 pursuant to an arrangement under which the prospective tenants are required to pay an advance  
7 of a contemporaneous fee (1) specifically to obtain listings or (2) to purchase any other product  
8 or service in order to obtain listings, but which does not otherwise involve the negotiation of  
9 rentals by the person conducting the service. These acts, which require a real estate broker  
10 license under Code Section 10167.2, were performed during a period of time when TOVAR was  
11 not licensed by the Department as a real estate broker, a violation of Code Sections 10130 and  
12 10167.2.

13                   22. Based on the findings of fact contained in paragraphs 1 through 19, EZ,  
14 acting by itself, or by and/or through one or more agents, associates, affiliates, and/or co-  
15 conspirators, including but not limited to GARCIA and/or TOVAR, and using the name  
16 "PREMIER LEASING," or other names or fictitious names unknown at this time, supplied  
17 prospective tenants with listings of residential real properties for tenancy, by publication, or  
18 otherwise, pursuant to an arrangement under which the prospective tenants are required to pay an  
19 advance of a contemporaneous fee (1) specifically to obtain listings or (2) to purchase any other  
20 product or service in order to obtain listings, but which does not otherwise involve the  
21 negotiation of rentals by the person conducting the service. These acts, which require a real  
22 estate broker license under Code Section 10167.2, were performed during a period of time when  
23 PL was not licensed by the Department as a real estate broker, a violation of Code Sections  
24 10130 and 10167.2.

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1 DESIST AND REFRAIN ORDER

2 Based upon the Findings of Fact and Conclusions of Law stated herein, PHILIP  
3 CHRISTIAN GARCIA, DANIEL LEE TOVAR, and PREMIER LEASING, whether doing  
4 business under their own names or any other names or fictitious names, ARE HEREBY  
5 ORDERED to immediately desist and refrain from performing any acts within the State of  
6 California for which a real estate broker license is required. In particular, they are ORDERED  
7 TO DESIST AND REFRAIN from:

- 8 a. engaging in business as a prepaid rental listing service, individually and under  
9 any fictitious business names, unless and until they obtain the required license  
10 from the Department and are in compliance with Business and Professions  
11 Code Section 10167.2; and  
12 b. performing any acts within the State of California for which a real estate  
13 broker license is required, unless they are so properly licensed.

14  
15 DATED: May 31 2019

16 DANIEL J. SANDRI  
17 ACTING REAL ESTATE COMMISSIONER

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21 **Notice:** Business and Professions Code Section 10139 provides that "Any person acting as a real estate broker or  
22 real estate salesperson without a license or who advertises using words indicating that he or she is a real estate  
23 broker without being so licensed shall be guilty of a public offense punishable by a fine not exceeding twenty  
24 thousand dollars (\$20,000), or by imprisonment in the county jail for a term not to exceed six months, or by both  
25 fine and imprisonment; or if a corporation, be punished by a fine not exceeding sixty thousand dollars (\$60,000)."

26 cc: PHILIP CHRISTIAN GARCIA  
27 DANIEL LEE TOVAR  
PREMIER LEASING



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