

**FILED**

**OCT 10 2019**

**DEPT. OF REAL ESTATE**

By John Aguil

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BEFORE THE DEPARTMENT OF REAL ESTATE  
STATE OF CALIFORNIA

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In the Matter of the Accusation of )  
JAMES LAMAR TILLMAN, )  
Respondent. )  
No. H-41479 LA  
ACCUSATION

The Complainant, Maria Suarez, a Supervising Special Investigator for the Department of Real Estate ("Department" or "DRE") of the State of California, for cause of Accusation against Respondent JAMES LAMAR TILLMAN ("TILLMAN"), is informed and alleges in her official capacity as follows:

1. The Complainant, Maria Suarez, acting in her official capacity as a Supervising Special Investigator, makes this Accusation against Respondent.
2. All references to the "Code" are to the California Business and Professions Code and all references to "Regulations" are to Title 10, Chapter 6, California Code of Regulations.

**LICENSE HISTORY**

3. Respondent TILLMAN was first licensed by the Department as a real estate salesperson ("RES"), License ID 01321491, on or about March 5, 2013. TILLMAN's license was suspended from on or about September 15, 2018 through October 23, 2018 for non-compliance with Family Code section 17520. On or about October 24, 2018, TILLMAN's license was reinstated and it is currently scheduled to expire on March 4, 2021 unless renewed. According to

1 the DRE's records, TILLMAN's employing real estate broker ("REB") of record history from  
2 2017 to present was as follows:

3 a. Realty One Group, Inc. (DRE License ID 01878341) from June 22, 2016 to  
4 November 16, 2017;

5 b. Delbert Earl Lindgren (DRE License ID 00297140) from November 17,  
6 2017 to January 24, 2018;

7 c. MB Properties & Investments (DRE License ID 01986351) from February  
8 7, 2018 to February 23, 2018;

9 d. Alta Realty Group CA, Inc. (DRE License ID 02025297) from February 24,  
10 2018 to September 14, 2018;

11 e. Realty Masters & Associates, Inc (DRE License ID 01927637) from  
12 November 6, 2018 to May 5, 2019;

13 f. Realty One Group, Inc. (DRE License ID 01878341) from May 6, 2019 to  
14 June 26, 2019;

15 g. Evergreen Realty Partners, Inc. (DRE License ID 01896421) from June 27,  
16 2019 to Present.

17 4. At all times relevant for purposes of this Accusation, TILLMAN was employed by  
18 real estate broker Delbert Earl Lindgren, License ID 00297140 ("Lindgren"). The following  
19 fictitious business names have been, and continue to be, licensed to Lindgren by the Department:  
20 (1) D E L Financial Co, and (2) Home Town Realty.

21 5. At all times mentioned herein, in San Bernardino County, California, TILLMAN  
22 engaged in the performance of activities requiring a real estate license pursuant to Code section  
23 10130, and acted and ordered, caused, authorized or participated in licensed activities within the  
24 meaning of Code section 10131.

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1 **FACTS DISCOVERED BY DRE**

2 6. On or about February 5, 2018, the Department received a complaint and documents  
3 from Russell H.<sup>1</sup>, as well as documents from other interested parties, alleging as follows:

4 7. On or about November 30, 2017 Russell H. signed a residential listing agreement  
5 with RES Shelly Cotton ("Cotton"), License ID 01793780, to sell real property located on  
6 Lighthouse Lane in Helendale, CA.

7 8. On or about December 18, 2017, Russell H. received an offer from Loretta  
8 Cummings ("Cummings"), a buyer who was represented by TILLMAN as the buyer's agent.

9 9. On or about December 19, 2017, Russell H. made a counter offer.

10 10. On or about December 21, 2017:

11 a. Cummings accepted the counter offer.

12 b. RES Cotton sent an email to TILLMAN attaching the executed signed  
13 contracts and disclosures, informing TILLMAN of the name of the escrow company and  
14 agent and contact information, and that the escrow agent has been notified to open escrow.

15 11. On information and belief, on an unknown date, but on a date believed to be  
16 between December 18, 2017 and December 21, 2017, TILLMAN provided a document on behalf  
17 of the buyer, Cummings, to Cotton on letterhead for "DEL Financial, Inc.," dated October 23,  
18 2017, titled "PREAPPROVAL," indicating that Cummings was preapproved for financing with a  
19 purchase price up to \$335,000, subject to final approval, and purportedly signed by Delbert  
20 Lindgren, Broker ("October 23 Cummings Preapproval Letter").

21 12. On or about December 28, 2017, TILLMAN requested that Cotton re-send the  
22 disclosure.

23 13. On or about January 11, 2018, Cotton emailed TILLMAN stating the following, in  
24 pertinent part:

25 I haven't heard from you and I have tried calling and leaving messages on the number  
26 listed on the contracts. I need to follow up with you as to see if your Buyer is waiving her

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28 <sup>1</sup> First names and the first initial of the last names are used in place of an individual's full name to protect their privacy. Documents containing the individual's full name will be provided during the discovery phase of this case to Respondent TILLMAN and/or his attorney(s), after service of a timely and proper request for discovery on Complainant's counsel.

1 right for a home inspection as there is only 2 more days left in order to obtain a home  
2 inspection and I would have to make arrangements with the Seller for entry. . . . [¶] I also  
3 am following up on the disclosures that were emailed to you, I have not received those  
4 items back signed by the buyer either. [¶] . . . James please give me a contact number that  
5 you can be reached at as I told you before we accepted the offer this is a complicated sale  
6 as . . . I have to have items returned in a timely manner because I have to submit them to a  
7 court in order to get signatures and I need enough time to be able to meet our closing target  
8 date.

9 14. On or about Wednesday, January 17, 2018 at 12:02 PM, Cotton, on behalf of  
10 Russell H., emailed TILLMAN the following message, in relevant part:

11 This is my final request...Before sending a Notice to Perform. [¶] Please return all the  
12 Buyers signed Disclosures we are 27 days into the escrow and I have not received Loan  
13 Approval nor do I have the buyers signed Disclosures. I also need to have a addendum  
14 stating that buyer is aware that we are past the 17 day inspection period and the buyers has  
15 [sic] waived their right for a Home Inspection. Please get me all the . . . items listed above  
16 by Friday January 17, 2017 [sic - January 19, 2018 was a Friday].

17 15. In a handwritten document described by Russell H. as Cotton's "Conversation  
18 Log": Notes dated 1/18/18 and 1/19/18 indicate that voicemail, email, and text messages were sent  
19 to TILLMAN about disclosures and the need for a copy of the loan approval, but there was no  
20 response from TILLMAN.

21 16. On or about January 19, 2018, TILLMAN emailed Cotton, stating "I'm out of town  
22 for a Family funeral I'll be back Monday and will call u soon when I get to my office ok. Thanks."

23 17. On or about January 22, 2018, escrow agent Deborah Taylor sent an email message  
24 to Cotton stating, "I tried to call James, it went right to voicemail. I left him a message to call me  
25 with the status of the buyers instructions and lender information asap."

26 18. On or about January 23, 2018, Russell H. signed a "Notice to Perform," requesting  
27 that Cummings remove the contingency for her loan and return the disclosures and provide  
28 completed escrow paperwork to the escrow officer, and stating that if the requested actions were  
not completed by January 25, 2018 at 2 p.m., the seller may cancel the agreement.

19 19. Also on or about January 22 and 23, 2018, Cotton's "Conversation Log" indicates  
20 she spoke to Delbert Lindgren, REB for TILLMAN, that she had made numerous attempt to  
21 contact TILLMAN, but had not heard from him since the counter offer was accepted. The notes  
22 for 1/23/18 indicate that Cotton informed Lindgren she sent a Notice to Perform, asked Lindgren  
23 if he had buyer's information, to which he stated he had no file or information for the buyer, but

1 that Cotton should call the lender on the prequalification for the buyer's information. When Cotton  
2 explained that the "prequal" was from DEL Financial, Lindgren said that he owned that mortgage  
3 company and he would ask his employees.

4 20. Later on January 23, 2018, according to Cotton's "Conversation Log" and a  
5 declaration provided by Cotton, Lindgren informed Cotton by phone that there was no loan being  
6 processed for Cummings and DEL Financial had never prequalified Cummings for a loan. When  
7 Cotton explained that she had a prequalification letter on Lindgren's mortgage company's  
8 letterhead with his signature, Lindgren stated he knew nothing about this and neither did his  
9 employees, and that he has no file for Cummings anywhere in his office, even as a client of Home  
10 Town Realty, which was Lindgren's licensed DBA. According to Cotton's declaration, Lindgren  
11 did not know how TILLMAN was able to get a prequalification letter from DEL Financial on  
12 behalf of his buyer.

13 21. On or about January 24, 2018 at 9:45 AM., according to Cotton's "Conversation  
14 Log," Cotton noted she received a text from TILLMAN stating he would call Cotton in an hour.  
15 Cotton replied by text and left voicemail for TILLMAN, but did not receive a call or response  
16 from TILLMAN.

17 22. On or about January 26, 2018, Russell H. signed a document titled Cancellation of  
18 Contract, Release of Deposit, and Cancellation of Escrow. The same day, Cotton sent an email  
19 message titled in part "Cancelation of Escrow # 158531 [ ] Lighthouse Lane Helendale  
20 [R.]/Cummings," to TILLMAN, Lindgren, and the escrow officer, with the document signed by  
21 Russell H. attached, informing all parties that the deadline on the Notice to Perform had expired,  
22 that the escrow officer had not received the buyer's escrow paperwork, and no signed disclosures  
23 were received from the buyer. Cotton also noted that after numerous emails, text messages, and  
24 voicemails left for TILLMAN, the seller decided to cancel the escrow, and requested that the  
25 earnest money deposit ("EMD") be released to him.

26 23. On or about January 27, 2018, TILLMAN sent an email in reply to Cotton and all  
27 parties stating, "We are not signing nothing that's giving my client money to the seller.  
28 Thanks!!!!"



1           24.    On or about January 29, 2018, Cotton replied to TILLMAN's January 27 email  
2 message, stating in pertinent part:

3           Well [*sic*] understand that my seller is entitled to the money since we took the home off the  
4 market for 45 days to find out Mr. Tillman you did nothing to ensure the Buyer fill out and  
5 submit[] escrow papers to escrow to even identify herself as the buyer. I also called the  
6 lender of the prequel [*sic*] letter you submitted with the offer and spoke to the Broker who  
7 clearly stated there was no evidence of a loan or a inquiry to obtain a loan from his  
8 financial institution. So understand the Seller is entitled to that EMD of \$1,000.00 and  
9 seller will sign nothing releasing it to the buyer it will just stay in the escrow hands then.

10           25.    In a declaration signed by Lindgren, he stated,

11           Broker-Salesperson contract: Never returned signed by Mr. Tillman.  
12           [¶] . . . No Pre Qual letter was signed for Loretta Cummings by me or my processor and  
13 there is no record or e-mails for Loretta Cummings nor is there any file for her. We were  
14 not processing any loan for her. [¶] . . . I put in several calls to Mr. Tillman to see if I could  
15 help or find out the problem. No response from Mr. Tillman. I then terminated his  
16 association with Hometown Realtors because of his non-compliance and his failure to  
17 return the agent contract to me.

18           **VIOLATIONS OF THE REAL ESTATE LAW – CAUSES FOR DISCIPLINE**

19           26.    The Complainant realleges and incorporates by reference all of the allegations  
20 contained in paragraphs 1 through 25 above, with the same force and effect as though fully set  
21 forth herein.

22           27.    In the course of the activities described above in Paragraphs 4 and 5, and based on  
23 the facts discovered by the DRE, as described in Paragraphs 6 through 25 above, Respondent  
24 JAMES LAMAR TILLMAN's acts or omissions are in violation of Code sections 10176(a) and  
25 (i), and 10177(g) and (j), and constitute cause for the suspension or revocation of all licenses and  
26 license rights of JAMES LAMAR TILLMAN under the Real Estate Law.

27           **COSTS**


28           **(INVESTIGATION AND ENFORCEMENT COSTS)**

          28.    Code section 10106 provides, in pertinent part that in any order issued in  
resolution of a disciplinary proceeding before the DRE, 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 investigation and enforcement of the case.

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1           WHEREFORE, Complainant prays that a hearing be conducted on the allegations of this  
2 Accusation and that upon proof thereof, a decision be rendered imposing disciplinary action  
3 against all the licenses and license rights of Respondent JAMES LAMAR TILLMAN under the  
4 Real Estate Law, for the costs of investigation and enforcement as permitted by law, and for such  
5 other and further relief as may be proper under other applicable provisions of law.

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7 Dated at Los Angeles, California this 29<sup>th</sup> day of August, 2019.

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12 Maria Suarez  
Supervising Special Investigator

13 cc: JAMES LAMAR TILLMAN  
14 Evergreen Realty Partners, Inc.  
15 Maria Suarez  
16 Sacto.  
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