

BEFORE THE DEPARTMENT OF REAL ESTATE

**FILED**

STATE OF CALIFORNIA

JUN 12 2024

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DEPT. OF REAL ESTATE

In the Matter of the Accusation of: )  
 )  
 YESICA A FUENTES, )  
 )  
 Respondent(s). )  
 \_\_\_\_\_ )

DRE No. H-42564 LA

By- [Redacted]

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 05/21/2024, and the Findings of Fact set forth herein, which are based on one or more of the following: (1) The express admissions of Respondent, YESICA A FUENTES (“Respondent”); (2) affidavits; and (3) other evidence.

This Decision revokes one or more real estate licenses on the grounds of the violation of the Real Estate Law, Part 1 commencing with Section 10000 of the Business and Professions Code (“Code”) and/or the Regulations of the Real Estate Commissioner, Title 10, Chapter 6 of the California Code of Regulations (“Regulations”).

Pursuant to Government Code Section 11521, the California Department of Real Estate (“the Department”) may order reconsideration of this Decision on petition of any party. The party seeking reconsideration shall set forth new facts, circumstances, and evidence, or errors in law or analysis, that show(s) grounds and good cause for the Commissioner to reconsider the Decision. If new evidence is presented, the party shall specifically identify the new evidence and explain why it was not previously presented. The Department’s power to order reconsideration of this Decision shall expire 30 days after mailing of this Decision, or on the effective date of this Decision, whichever occurs first. The right to reinstatement of a revoked real estate license, or to the reduction of a penalty, is controlled by Government Code Section 11522. A copy of Government Code Sections 11521 and 11522 and a copy of the Commissioner’s Criteria of Rehabilitation are attached hereto for the information of respondent.

FINDINGS OF FACT

1.

On 03/22/2024, Jason Parson made the Accusation in his official capacity as a Supervising Special Investigator of the Department. The Accusation, Statement to Respondent, and Notice of Defense were mailed, by certified mail, return receipt requested, to Respondent’s last known mailing address on file with the Department on 03/26/2024.

On 05/21/2024, no Notice of Defense having been received or filed herein within the time prescribed by Section 11506 of the Government Code, Respondent’s default was entered herein.

2.

Respondent is presently licensed and/or has license rights under the Real Estate Law, Part 1 of Division 4 of the Code as a real estate salesperson.

3.

At all times mentioned, in the County of San Bernardino, California, Respondent acted as a real estate salesperson, conducting licensed activities within the meaning of Code Section 10131, subdivision (a) (selling, buying, or negotiating the purchase, sale or exchange of real property).

4.

To date, the Department has incurred investigation costs (\$8,136.00) and enforcement costs (\$2,676.00), for a combined total of \$10,812.00. Respondent FUENTES shall pay these costs, jointly and/or severally with Respondent DAVID C. KORTE, to the Department upon the filing by Respondent FUENTES of a petition for reinstatement pursuant to Government Code section 11522, or upon the filing by Respondent FUENTES of an application for a real estate license.

5.

Attached as Exhibit "A" is a true and correct copy of the Accusation filed on 03/26/2024, which is incorporated herein as part of this Decision.

DETERMINATION OF ISSUES

6.

The allegations contained in the Accusation, incorporated herein by reference made in Paragraph 5, above, constitute cause for the suspension or revocation of all the licenses, license endorsements, and license rights of Respondent under the provisions of Business and Professions Code Sections 10130, 10137, 10177(j), and 10177(d) and/or 10177(g).

7.

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

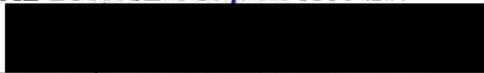
ORDER

All licenses and licensing rights of Respondent YESICA A FUENTES 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 on 7/2/2024.

DATED: 6/10/2024.

CHIKA SUNQUIST  
REAL ESTATE COMMISSIONER




By: Marcus L. McCarther  
Chief Deputy Real Estate Commissioner

**FILED**

**MAY 21 2024**

**DEPT. OF REAL ESTATE**

By: 

1 Department of Real Estate  
2 320 West Fourth St, Ste 350  
3 Los Angeles, CA, 90013

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7  
8 BEFORE THE DEPARTMENT OF REAL ESTATE  
9 STATE OF CALIFORNIA

10 \* \* \*

11 In the Matter of the Accusation of: ) DRE NO. *H-42564 LA*  
12 )  
13 YESICA A FUENTES. ) DEFAULT ORDER  
14 Respondent. )

15 Respondent YESICA A FUENTES, having failed to file a Notice of Defense  
16 within the time required by Section 11506 of the Government Code, is now in default. It is,  
17 therefore, ordered that a default be entered on the record in this matter.

18 IT IS SO ORDERED MAY 15, 2024.

19 CHIKA SUNQUIST  
20 REAL ESTATE COMMISSIONER

21   
22 By:   
23 TRICIA D. PARKHURST  
24 Assistant Commissioner, Enforcement  
25  
26  
27

# EXHIBIT A

# EXHIBIT A

1 LAURENCE D. HAVESON, Counsel (SBN 152631)  
2 Department of Real Estate  
3 320 West 4th Street, Suite 350  
4 Los Angeles, California 90013-1105  
5 Telephone: (213) 576-6982  
6 Direct: (213) 576-6854  
7 Fax: (213) 576-6917  
8 E-mail: Laurence.Haveson@dre.ca.gov  
9 *Attorney for Complainant*

**FILED**  
MAR 26 2024  
DEPT. OF REAL ESTATE  
By- [REDACTED]

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BEFORE THE DEPARTMENT OF REAL ESTATE  
STATE OF CALIFORNIA

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In the Matter of the Accusation of	No. H-42564-LA
DAVID C. KORTE and YESICA FUENTES.	<u>ACCUSATION</u>
Respondents.	

The Complainant, Jason Parson, a Supervising Special Investigator for the Department of Real Estate ("Department" or "DRE") of the State of California, for cause of Accusation against DAVID C. KORTE ("KORTE"), individually and as former designated officer of Nation One Real Estate Inc. ("NOREI"), and YESICA FUENTES ("FUENTES"), collectively "Respondents," alleges as follows:

1. The Complainant, Jason Parson, acting in his 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. NOREI was previously licensed by the DRE as a real estate corporation ("REC"), DRE license identification number ("License ID") 01976610, from on or about March 27, 2015, through on or about July 10, 2022. NOREI was licensed through KORTE's real estate broker ("REB") license, License ID 01343196, and KORTE was the designated officer ("D.O.") for NOREI

1 from on or about November 16, 2020, to on or about July 10, 2022. On or about July 11, 2022,  
2 NOREI surrendered its REC license, and KORTE's status as D.O. was cancelled as of that date.  
3 From on or about July 17, 2015, to on or about September 15, 2021, NOREI maintained the fictitious  
4 business name "South Coast Escrow a Non-Independent Broker Escrow," which was licensed by  
5 the DRE. On or about September 16, 2021, the DRE received a corporation change application from  
6 NOREI to cancel the fictitious business name South Coast Escrow a Non-Independent Broker  
7 Escrow.

8 4. KORTE has been licensed by the DRE as a REB, License ID 01343196, from on or  
9 about April 6, 2004, through the present, with KORTE's license scheduled to expire on or about  
10 June 8, 2024, unless renewed. KORTE was previously licensed by the DRE as a real estate  
11 salesperson ("RES") from on or about July 30, 2002, to on or about April 5, 2004. KORTE is the  
12 D.O. for REC Mak Home Realty (DRE License ID 01451168) and REC Nation One Realty Group  
13 Corp. (DRE License ID 02165138). KORTE is a broker associate for C2 Financial Corporation  
14 (DRE License ID 01821025). KORTE currently holds an individual Mortgage Loan Originator  
15 ("MLO") license endorsement with the DRE with National Mortgage Licensing System and  
16 Registry ("NMLS") ID 395738, and a company MLO license endorsement with the DRE with  
17 NMLS ID 1747476. According to public NMLS records, KORTE is currently authorized to  
18 represent C2 Financial Corporation and Loan Processing Dept. through his individual MLO license  
19 endorsement.

20 5. FUENTES has been licensed by the DRE as a RES, License ID 01382689, from on  
21 or about April 6, 2004, through the present, with FUENTES's license scheduled to expire on or  
22 about July 14, 2027, unless renewed. FUENTES is currently licensed with No Broker Affiliation,  
23 or "Licensed NBA," which is a license in a non-working status. FUENTES was previously  
24 employed by the following brokers:

25 a. REC Mak Home Realty, License ID 01451168, from on or about July 6, 2022,  
26 to on or about July 13, 2022;

27 b. NOREI, from on or about July 2, 2021, to on or about July 5, 2022;

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1 c. REB John Diego Risso, License ID 01195765, from on or about March 30,  
2 2020, to on or about July 1, 2021;

3 d. REC FIRST Home Real Estate, Inc., License ID 02088300, from on or about  
4 May 23, 2019, to on or about March 29, 2020;

5 e. REB Suzanne Amira Fillerup, License ID 01719078, from on or about  
6 February 19, 2019, to on or about May 22, 2019.

7 6. John Diego Risso ("Risso") has been licensed by the DRE as a REB, License ID  
8 01195765, from on or about April 11, 2007, to the present, with Risso's license scheduled to expire  
9 on or about April 11, 2027, unless renewed. Risso maintains the fictitious business name ("dba")  
10 Millennium Houses and Estates ("Millennium"), which has been licensed by the DRE since on or  
11 about October 2, 2017. Risso is not named as a Respondent in this Accusation.

12 **BROKERAGE: NOREI**

13 7. At all relevant times prior to NOREI's surrender of its REC license, in Orange  
14 County and San Bernardino County, California, NOREI acted as a corporate real estate broker,  
15 engaging in licensed activities, for compensation or in expectation of compensation within the  
16 meaning of Code section 10131, by conducting broker-controlled escrows under the exemption set  
17 forth in California Financial Code section 17006(a)(4) for real estate brokers performing escrows  
18 incidental to a real estate transaction where the broker is a party and where the broker is performing  
19 acts for which a real estate license is required. At all times mentioned, NOREI was acting by and  
20 through KORTE as its D.O. pursuant to Code section 10159.2 who was responsible for ensuring  
21 compliance with the Real Estate Law.

22 **FACTS DISCOVERED BY DRE**

23 8. From on or about March 30, 2020, to on or about July 1, 2021, FUENTES was  
24 licensed under REB Risso, and was employed by Risso and his dba, Millennium, as a RES.

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1           9.       On or about March 19, 2021, FUENTES, on behalf of Millennium, entered into an  
2 exclusive Residential Listing Agreement with R.G.<sup>1/</sup> to sell his real property located at 851 N. Lilac  
3 Avenue in Rialto, California (“Lilac Property”), for \$350,000.00. FUENTES, on behalf of  
4 Millennium, also listed the property on the multiple listing service (“MLS”) with a list price of  
5 \$350,000.

6           10.       On or about April 21, 2021, I.C.G. and I.R.C.G. (the Buyers), executed a California  
7 Residential Purchase Agreement and Joint Escrow Instructions (“RPA”) to purchase the Lilac  
8 Property, from R.G. (the Seller), for \$390,000.00. The Buyers were represented by REC Citrus  
9 Realty Inc. (“CRI”), DRE License ID 00848848, doing business as (“dba”) Century 21 Citrus  
10 Realty, through CRI’s RES Jose Soto (“Soto”), License ID 02103478. The Seller was represented  
11 by REB Risso, dba Millennium, through Risso’s RES, FUENTES.

12           11.       The RPA provided that South Coast Escrow (“SCE”) was the escrow holder under  
13 Escrow No. 21-3333-JO. SCE was a dba for NOREI.

14           12.       On or about April 22, 2021, the Seller signed a document titled Selling Agent  
15 Commission Instructions for Escrow No. 21-3333-JO, instructing SCE to disburse a commission to  
16 CRI and Soto upon the close of escrow. On or about May 20, 2021, the Seller signed a document  
17 titled Listing Agent Commission Instructions for Escrow No. 21-3333-JO, instructing SCE to  
18 disburse a commission of \$15,000 to Risso’s dba, Millennium, and FUENTES upon the close of  
19 escrow, with \$14,000 to be disbursed to FUENTES and \$1,000 to be disbursed to Millennium.

20           13.       The Listing Agent Commission Instructions for Escrow No. 21-3333-JO also  
21 contains a signature line for the seller’s broker, Millennium and it appears to be signed by Risso,  
22 however, according to Risso, he did not sign the Listing Agent Commission Instructions for Escrow  
23 No. 21-3333-JO, and the signature appearing on this document is not Risso’s signature. It is, and  
24 has been, Risso’s policy that his written authorization is required for escrow to directly pay a  
25 commission to his salespersons. Risso never authorized escrow to pay a commission to FUENTES  
26 for the sale of the Lilac Property.

27 \_\_\_\_\_  
28 <sup>1/</sup> Initials are used in place of an individual’s full name to protect their privacy. Documents containing individuals’ full names will be provided during the discovery phase of this case to Respondents and/or their attorney(s), after service of a timely and proper request for discovery on Complainant’s counsel.



1           14.    On or about May 21, 2021, the Buyers and the Seller of the Lilac Property signed an  
2 amendment to the escrow instructions stating, “Buyer and Seller acknowledge price of \$375,000.00  
3 according to appraisal report.”

4           15.    SCE’s Final Consolidated Closing Statement for Escrow No. 21-3333-JO stated the  
5 settlement date was June 9, 2021, and listed the sales price as \$383,000.00.

6           16.    On or about June 11, 2021, SCE issued two checks for Escrow No. 21-3333-JO for  
7 the listing agent commission: a check dated June 11, 2021, for \$1,000.00, made out to Millennium  
8 Houses and Estates; a check dated June 11, 2021, for \$14,000.00, made out to FUENTES.

9           17.    On or about July 2, 2021, after the close of escrow on the Lilac Property, the DRE  
10 received a salesperson change application, form RE e214, from FUENTES electronically through  
11 her DRE eLicensing account to change her responsible broker to NOREI.

12           18.    According to Risso, in or about March of 2020, after the COVID pandemic began,  
13 Millennium used an Internet-based, “cloud-based,” residential real estate transaction management  
14 service called “Brokermint,” and also used Dropbox, an Internet-based file and document sharing  
15 and cloud storage service. All salespersons employed by Millennium were instructed to use  
16 Brokermint to prepare and store all transaction-related documents. Brokermint is set to require  
17 Risso’s authorization and approval. It is, and has been, Risso’s policy that no commission is to be  
18 paid to an agent or salesperson without the complete file for a transaction.

19           19.    At the time escrow closed on the sale of the Lilac Property in 2021, Risso had not  
20 received the file for the transaction from FUENTES, and moreover, no one involved in the  
21 transaction—not FUENTES, not SCE, not the title insurance—had any communication with Risso  
22 in writing, by phone, or in person about the sale of the Lilac Property. In fact, Risso was not aware  
23 of the transaction involving the Lilac Property until approximately February or March 2022 when  
24 Risso was contacted about the transaction by a special investigator for the DRE.

25           20.    NOREI, dba SCE, did not represent the Buyers or Seller, and none of the brokers and  
26 agents involved in representing the Buyers and Seller—CRI, Soto, Risso, Fuentes—were employed  
27 by NOREI. NOREI’s acts and/or omissions in acting as a third party escrow holder for the sales  
28 transaction involving the Lilac Property, while NOREI was neither a party to the transaction, nor

1 representing the buyers or seller in the transaction, was in violation of Financial Code section  
2 17006(a)(4) and Code section 10086(a).

3 21. Financial Code section 17006(a)(4) provides in relevant part:

4 (a) This division does not apply to:

5 [¶] . . . [¶]

6 (4) Any broker licensed by the Real Estate Commissioner  
7 while performing acts in the course of or incidental to a real  
8 estate transaction in which the broker is an agent or a party  
to the transaction and in which the broker is performing an  
act for which a real estate license is required.

9 22. Code section 10086(a) provides in relevant part:

10 If the commissioner determines through an investigation that  
11 . . . (2) a real estate broker has engaged in or is engaging in an  
12 activity which is a violation of a provision of Division 6 with Section  
13 17000) of the Financial Code, and which is not exempt pursuant to  
14 paragraph (4) of subdivision (a) of Section 17006, the commissioner  
15 may direct the person to desist and refrain from such activity by  
issuance of an order specifying the nature of the activity and the  
factual and legal basis for his or her determination. The respondent  
to whom the order is directed shall immediately, upon receipt of the  
order, cease the activity described in the order.

16 23. On or about February 24, 2022, the DRE mailed and e-mailed a letter to FUENTES  
17 asking FUENTES, among other things:

18 a. Why was there a price discrepancy for the Lilac Property, when FUENTES  
19 listed the property for sale at \$350,000, and sold the property for \$390,000, but the appraisal  
20 came in at \$375,000.

21 b. How often FUENTES discussed the Lilac Property transaction with Risso.

22 24. On or about March 17, 2022, the DRE received an e-mail message from FUENTES  
23 responding to the DRE's February 24, 2022 letter, in which FUENTES stated, among other things:

24 a. "Subject property was listed for \$350,000.00. Went under contract for  
25 \$390,000.00 appraisal came to \$375,000.00 and sold for \$383,000.00."

26 b. "Broker John Diego Risso was out of town and I couldn't discuss this  
27 transaction with him."

28 ///

1           25.    On or about March 8, 2023, the DRE mailed and e-mailed a written request to  
2 KORTE requesting, among other things, that: KORTE explain why NOREI, through its dba SCE,  
3 handled the broker-controlled escrow for the Lilac Property, when NOREI was not a part to the  
4 transaction, was not the listing brokerage, and did not represent the buyer; describe how KORTE,  
5 as the designated officer for NOREI, supervised the activities of NOREI in regards to broker escrow  
6 services and real estate sales; provide a copy of NOREI's written policies, rules, procedures and  
7 systems to monitor, review, oversee, inspect and manage the corporation and its salesperson(s);  
8 provide a description of the system that KORTE had in place to monitor the compliance of the  
9 corporation and its salesperson(s) with such policies, rules, procedures and systems, and to ensure  
10 compliance with the Real Estate Law, including Commissioner Regulation 2725; and, if applicable,  
11 a copy of any written delegation of authority to supervise that KORTE executed with another  
12 individual.

13           26.    On or about April 14, 2023, KORTE responded by e-mail to the DRE's March 8,  
14 2023 request, in which KORTE stated, among other things, that:

15               a.    FUENTES sent paperwork to the DRE in April 2021 to transfer her RES  
16 license from Risso's brokerage to NOREI.

17               b.    Millennium, through Risso, agreed to the transfer of the residential listing  
18 contract for the Lilac Property, and to the transfer of FUENTES's license to NOREI, and a  
19 referral fee was paid as compensation to Millennium.

20               c.    KORTE has monthly meetings with the manager/owner of NOREI, Sheila  
21 Alvarez, to go over any problem transactions or issues; oversee proper storage of files in a  
22 secure location; and reconcile the escrow trust funds. KORTE stated that the monthly  
23 meeting is an open-door session to answer any federal or state laws in regard to real estate  
24 and that all salespeople have 24-hour access to Sheila Alvarez and KORTE for any  
25 day-to-day questions or concerns with any transaction.

26           27.    According to DRE records to date, the DRE has no record of FUENTES registering  
27 as an affiliate for NOREI between March 1, 2021, through July 1, 2021.

28    ///

1           28.     According to Risso, at no time did any real estate broker, real estate salesperson, or  
2 any employee of NOREI contact him to transfer the Residential Listing Agreement for the Lilac  
3 Property from Millennium to NOREI, or to transfer the RES license of FUENTES from Millennium  
4 to NOREI. Risso did not authorize or agree to transfer the Residential Listing Agreement for the  
5 Lilac Property from Millennium to NOREI. Risso was not paid and did not receive a referral fee  
6 from NOREI.

7           29.     KORTE did not provide a copy of NOREI's written policies, rules, procedures and  
8 systems to monitor, review, oversee, inspect and manage the corporation and its salesperson(s).

9           30.     On or about June 21, 2023, the DRE's special investigator sent an e-mail message to  
10 FUENTES asking FUENTES to answer certain questions, and also attaching a copy of the Listing  
11 Agent Commission Instructions for Escrow No. 21-3333-JO, described above in Paragraphs 12 and

12 13. In this e-mail message, the DRE asked FUENTES, among other things, the following questions:

13           1. It was brought to our attention by David Korte, the former Designated  
14 Officer of Nation One Real Estate Inc. (Nation One), that they submitted a  
15 salesperson change application to the DRE in April 2021 to switch your  
16 license from real estate broker John Diego Risso (REB Risso) to Nation  
17 One. However, that did not occur, because our records indicate that you did  
18 not become affiliated with Nation One until 07/02/21. Do you have a copy  
19 of the alleged April 2021 salesperson change application? If so, please  
20 provide me with a copy.

21           2. David Korte stated that REB Risso dba Millennium Houses agreed to the  
22 transfer of the listing contract of 851 N. Lilac Avenue, Rialto, California  
23 and your license affiliation to Nation One and a referral fee was paid as  
24 compensation to REB Risso; however, the transactional and escrow  
25 documents state otherwise. Please provide a copy of any agreement, letter,  
26 e-mail, or text, from REB Risso in which he agreed to allow you to transfer  
27 your license to Nation One, along with the transfer of the listing for 851 N.  
28 Lilac Avenue, Rialto, California, from REB Risso dba Millennium Houses  
to Nation One.

[¶] . . . [¶]

4. A copy of any document informing the seller that the listing broker was  
being changed from Millennium Houses to Nation One.

5. Do you know who signed the attached Listing Agent Commission  
Instructions? REB Risso has informed the DRE that he did not sign these  
instructions.

6. You indicated on your answer for #10 [in the DRE e-mail message sent to  
you on March 17, 2022] that you did not communicate with REB Risso

1 during the transaction because he was out town. Did you have his phone  
2 number and/or email address? Why didn't you call, text, and/or email REB  
3 Risso?

4 31. On or about June 28, 2023, the DRE mailed and e-mailed a written request to  
5 KORTE—as a follow-up to his April 14, 2023 e-mail response, and pursuant to Business and  
6 Professions Code section 10148—requesting, among other things, copies of:

7 a. Any documents from John Risso dba Millennium stating his agreement to  
8 transfer the listing contract for the Lilac Property from Millennium to NOREI.

9 b. A copy of any check or bank statement showing that NOREI paid a referral  
10 fee to Millennium for the transfer of the listing contract for the Lilac Property to NOREI.

11 c. A copy of any broker-salesperson agreement, or independent contractor  
12 agreement, between NOREI and FUENTES.

13 d. A copy of the listing agreement between NOREI and R.G., the seller of the  
14 Lilac Property.

15 32. On or about July 6, 2023, the DRE's special investigator spoke to FUENTES by  
16 phone regarding the DRE's June 21, 2023 e-mail message to FUENTES to explain the questions  
17 being asked and to provide further background information. During the call, the DRE's special  
18 investigator asked FUENTES to respond to the questions in the June 21, 2023 e-mail message to  
19 the best of her ability. After the phone call, the DRE's special investigator sent FUENTES another  
20 e-mail message, attaching both the original letter sent to FUENTES on February 24, 2022, and the  
21 DRE's June 21, 2023 e-mail message to FUENTES, and explained that the questions in the letter  
22 are different than the questions asked in the DRE's June 21, 2023 e-mail message. To date, the DRE  
23 has not received a response from FUENTES.

24 33. On or about August 7, 2023, KORTE responded by e-mail to the DRE's June 28,  
25 2023 request, in which KORTE attached a PDF document containing a one-page letter dated August  
26 6, 2023, and documents. The attached letter stated, among other things, that there was no "Transfer  
27 Listing agreement" between Millennium and NOREI, in reference to the Lilac Property, as "this  
28 Listing [R.G.] came after/during the Agent (Jessica [*sic*] Fuentes) was switching Brokers." The letter  
also stated:

1 Jessica [sic] Fuentes started the process of transferring broker first week of  
2 April 2021. She brought in this listing {851 N Lilac) April 9th 2021,  
3 Received Purchase Offer April 21st, 2021, Escrow was opened April 27th,  
4 2021. This transaction closed on or about June 9th, 2021. Unfortunately,  
5 due to COVID the License Transfer to Nation One took much longer until  
6 July 2nd, 2021. Per Jessica [sic] Fuentes she had an agreement with John  
7 Risso (Millenium Houses & Estates), since this License Transfer took  
8 longer than expected she would be willing to agree to \$1,000 of her  
9 commission for broker commission.

10 34. Included in the PDF document attached to KORTE's August 7, 2023 e-mail, and  
11 identified in the letter dated August 6, 2023, were the following:

12 a. A copy of a check dated June 11, 2021, for \$1,000 issued to Millennium,  
13 which was intended to be in response to the DRE's request described above in Paragraph  
14 31(b) showing that NOREI paid a referral fee, however, the copy of the check follows the  
15 Listing Agent Commission Instructions for Escrow No. 21-3333-JO with the split of the  
16 commission between FUENTES and her broker, Millennium, the check itself includes a  
17 reference to Escrow No. 21-3333-JO, has a notation for the seller, R.G., and has a further  
18 notation for "Listing Broker Fee." There is no notation or indication that this was a referral  
19 fee.

20 b. A copy of a Broker/Associate-Licensee/Assistants Three-Party Agreement  
21 between NOREI and FUENTES dated March 29, 2021, which was intended to be in response  
22 to the DRE's request described above in Paragraph 31(c), which agreement appears to have  
23 been signed by FUENTES, but not by anyone representing NOREI in the Broker section.

24 c. A copy of a listing agreement between NOREI and R.G. dated April 9, 2021,  
25 for the Lilac Property, which was intended to be in response to the DRE's request described  
26 above in paragraph 31(d), however, the listing agreement was not signed by FUENTES or a  
27 broker or salesperson representing NOREI.

28 35. On or about August 8, 2023, at 10:19 a.m., the DRE's special investigator sent an e-  
mail message to KORTE asking why the listing agreement between NOREI and R.G. for the Lilac  
Property was not signed by KORTE as the designated officer of NOREI, and asking why there was  
no signature in the Broker section on the Broker/Associate-Licensee/Assistants Three-Party  
Agreement.

1           36.    On or about August 8, 2023, at 11:59 a.m., KORTE replied by e-mail stating, "Sorry  
2 in my haste to get this over to you I sent the wrong file. Here ya go." KORTE attached another PDF  
3 file to this e-mail, which included a copy of the same listing agreement between NOREI and R.G.  
4 for the Lilac Property previously sent, but which now contained a signature on the line for the broker,  
5 next to the printed text Nation One Real Estate, but no date was added. The PDF also included a  
6 copy of the same Broker/Associate-Licensee/Assistants Three-Party Agreement between NOREI  
7 and FUENTES previously sent, but which now contained initials for the broker on each page and a  
8 signature for the broker in the Broker section.

9           37.    On or about August 8, 2023, at 2:43 p.m., the DRE's special investigator sent another  
10 e-mail to KORTE stating, "Since there is no date, were these signed today by you?"

11           38.    On or about August 8, 2023, at 2:57 p.m., KORTE replied by e-mail stating:

12           The broker/associate was signed in the past not sure when. I met with Sheila to sign  
13 things monthly. Would you like me to date it? The listing agreement was signed  
14 yesterday by me yesterday and you are right it is supposed to be signed [*sic*] by  
15 Sheila the office manager.

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

16           39.    In the course of the activities described above in Paragraph 7, and based on the facts  
17 discovered by the DRE, as described in Paragraphs 8 through 38 above, Respondents acted in  
18 violation of the Code and Regulations as follows.

19                           **FIRST CAUSE OF ACCUSATION**

20                                   **INADEQUATE BROKER SUPERVISION**

21           40.    The Complainant realleges and incorporates by reference all allegations contained in  
22 Paragraphs 1 through 39 above, with the same force and effect as though fully set forth herein.

23           41.    In aggravation, NOREI, dba SCE, in performing escrow services for the sales  
24 transaction involving the Lilac Property, while NOREI was neither a party to the transaction, nor  
25 representing the buyers or seller in the transaction, was in violation of Code section 10086 and  
26 Financial Code Section 17006(a)(4).

27           42.    KORTE as the broker and designated officer of NOREI, dba SCE, at all relevant  
28 times, did not exercise adequate supervision and control over NOREI's broker escrow activities, as

1 conducted by NOREI's employees and licensees, to ensure compliance with the Real Estate Laws  
2 and Regulations, and to insure that NOREI complied with Financial Code section 17006(a)(4).  
3 KORTE failed to establish adequate policies, rules, procedures, and systems to review, oversee,  
4 inspect, and manage transactions requiring a real estate license by NOREI's licensees and  
5 employees. KORTE's acts and/or omissions are in violation of **Code sections 10159.2, 10177(h),  
6 and 10177(d) and/or 10177(g), and Regulation 2725**, and constitute cause to suspend or revoke  
7 the real estate licenses and license rights of Respondent KORTE pursuant to **Code sections  
8 10177(h) and 10177(d) and/or 10177(g)**.

9 **SECOND CAUSE OF ACCUSATION**

10 **UNLICENSED ACTIVITIES OF FUENTES**

11 43. The Complainant realleges and incorporates by reference all allegations contained in  
12 Paragraphs 1 through 39 above, with the same force and effect as though fully set forth herein.

13 44. From on or about March 19, 2021, through on or about June 11, 2021, FUENTES  
14 engaged in the business of, acted in the capacity of, or assumed to act as a real estate broker in the  
15 State of California within the meaning of Code section 10131(a) of the Code, for or in expectation  
16 of compensation through her acts and/or omissions, as alleged above in Paragraphs 1 through 39,  
17 including but not limited to entering into a listing agreement with R.G. for the Lilac Property,  
18 soliciting buyers for the Lilac Property, and executing the RPA for the Lilac Property, without the  
19 knowledge, approval, and/or authorization of her responsible broker, Risso, while FUENTES was  
20 not licensed as a real estate broker by the DRE. FUENTES's acts and/or omissions as alleged herein  
21 were in violation of **Code sections 10130, and 10177(d) and/or 10177(g)**, and constitute cause to  
22 suspend or revoke the real estate licenses and license rights of Respondent FUENTES pursuant to  
23 **Code sections 10177(d) and/or 10177(g)**.

24 **THIRD CAUSE OF ACCUSATION**

25 **UNLAWFUL PAYMENT OF COMPENSATION TO FUENTES**

26 45. The Complainant realleges and incorporates by reference all allegations contained in  
27 Paragraphs 1 through 44 above, with the same force and effect as though fully set forth herein.

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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 the licenses and license rights of DAVID C. KORTE and YESICA FUENTES under the Real Estate Law, for the costs of investigation and enforcement, and audit as permitted by law, and for such other and further relief as may be proper under other applicable provisions of law.

Dated at Los Angeles, California March 22, 2024.



Jason Parson  
Supervising Special Investigator

cc: DAVID C. KORTE  
YESICA FUENTES  
Mak Home Realty  
Nation One Realty Group Corp.  
C2 Financial Corporation  
Jason Parson  
Sacto.