

1 Department of Real Estate
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FEB 05 2025
DEPT. OF
By

6 BEFORE THE DEPARTMENT OF REAL ESTATE
7 STATE OF CALIFORNIA

8 * * *

9 TO:) No. H-42984 LA
10 JOSHUA WAYNE ANDERSON, dba)
11 Salton City Realty) (B&P Section 11019)
12)
13)

14 The Commissioner (“Commissioner”) of the California Department of Real
15 Estate (“Department”) caused an investigation to be made of the activities of JOSHUA
16 WAYNE ANDERSON (“Respondent”), doing business as SALTON CITY REALTY (“SCR”).
17 Based on the investigation, the Commissioner has determined that Respondent has engaged in,
18 is engaging in, or is attempting to engage in, acts or practices constituting violations of the
19 California Business and Professions Code (“Code”) and/or Title 10, Chapter 6, California
20 Code of Regulations (“Regulations”), including the business of, acting in the capacity of,
21 and/or advertising or assuming to act as, a real estate broker in the State of California within the
22 meaning of Section 10131(a) (selling, offering to sell, buying, offering to buy, soliciting, or
23 negotiating the purchase, sale, or exchange of a real property or business opportunity) and
24 Section 10131(b) (leasing or renting of real property and the collection of rents and security
25 deposits for real property on behalf of others for compensation or in expectation of
26 compensation) of the Code. Furthermore, based on the investigation, the Commissioner hereby
27 issues the following Findings of Fact, Conclusions of Law, and Desist and Refrain Order under

ORDER TO DESIST AND REFRAIN

1 the authority of Section 10086 of the Code.

2 Whenever acts referred to below are attributed to Respondent, those acts are
3 alleged to have been done by Respondent, acting by himself, or by and/or through one or more
4 agents, associates, affiliates, and/or co-conspirators, and using the names Salton City Realty, or
5 other names or fictitious names unknown at this time.

6 FINDINGS OF FACT

7 1.

8 At no time herein mentioned has Respondent been licensed by the Department
9 in any capacity.

10 2.

11 During the period of time set out below, Respondent sold, offered to sell,
12 bought, offered to buy, solicited, or negotiated the purchase, sale, or exchange of a real
13 property or business opportunity.

14 3.

15 During the period of time set out below, Respondent also leased or rented real
16 property and collected rents and security deposits for real property on behalf of others for
17 compensation or in expectation of compensation.

18 4.

19 At all times relevant, Respondent was married to real estate salesperson Glenna
20 Mae Smith ("Smith") (License No. 02178023) .

21 (1267 Sea Kist Ave Property)

22 5.

23 On or about December 13, 2022, Seller Lynn O. was sent a letter by "Glenna
24 Smith of Salton City Realty" (Respondent) inquiring whether she was interested in selling her
25 property located at 1267 Sea Kist Ave in Imperial County, California ("Sea Kist Ave
26 Property").

27 ///

1 6.

2 On or about March 11, 2023, Seller Lynn O. called and left a voicemail with
3 Salton City Realty. On the same date, she received a call back from Respondent. Seller Lynn O.
4 and Smith had a conversation about the sale of the property, sales price, commission, and
5 escrow costs. Seller Lynn O. indicated that she would be interested in selling her property.

6 7.

7 On or about March 15, 2023, Respondent sent Seller Lynn O. a Real Estate
8 Agency Relationship Agreement (C.A.R. Form AD, Revised 12/21) (“AD”) via DocuSign. The
9 AD was purportedly signed by Smith and included her Real Estate license number (02178023).

10 8.

11 On or about May 22, 2023, Seller Lynn O. was contacted by Respondent via
12 email (josh@saltoncityrealty.com), that they had received an offer for the Sea Kist Ave
13 Property. The offer was for \$4,800. Respondent stated that Seller Lynn O. would net around
14 \$4,500. On or about June 9, 2023, Seller Lynn O. accepted the offer.

15 9.

16 On or about June 10, 2023, Respondent contacted Seller Lynn O. that the buyer
17 was schedule to bring funds to him and requested that she send Respondent the grant deed to
18 the Sea Kist Ave Property.

19 10.

20 On or about July 7, 2023, Respondent emailed Seller Lynn O. that “we have
21 received it (the grant deed)”. Respondent informed Seller Lynn O. that the grant deed would be
22 recorded the week after.

23 11.

24 On or about September 8 and 13, 2023, Seller Lynn O. emailed Respondent
25 asking for a status update. On or about September 13, 2023, Respondent replied to Seller Lynn
26 O. informing her that he would have answers once he was back at the office. Respondent never
27 responded to Seller Lynn O.

12.

On or about December 5, 2023, Seller Lynn O. emailed Respondent about the sales proceeds. Respondent did not respond to Seller Lynn O.'s email.

13.

On or about January 11, 2024, Seller Lynn O. emailed Respondent stating that she spoke with the County Assessor's Office and was notified that the title has been transferred to the new owner on July 10, 2023. Seller Lynn O. stated she did not receive the proceeds from the sale and asked Respondent when she would receive it.

14.

From January 12, 2024 to January 16, 2024, Seller Lynn O. attempted to email Respondent but received error messages back.

(Vacant Lots)

15.

On or about March 22, 2023, Buyer Sandra F. saw a Facebook post of lots of vacant land for sale in Salton City and Mecca area of California. Buyer sent a message asking for more information. Shortly after, Respondent responded to Buyer and setting an appointment to meet at the Salton City Realty office.

16.

On the same date, Buyer Sandra F. met with Smith and Respondent at the office. Buyer Sandra F. proceeded to buy a vacant lot (APN 001-042-011-000) for \$9,500.00 through Smith and Respondent. Buyer Sandra F. then went home and spoke to her children and decided to invest in vacant lots.

17.

On or about March 24, 2023, Buyer Sandra F., on behalf of herself and Buyer Enrique R., purchased vacant lot (APN 723-135-003) for \$28,000.00.

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1 19.

2 On or about May 19, 2023, Buyer Sandra F., on behalf of herself and Buyer
3 Enrique R., purchased vacant lots (APN 723-163-001 and 723-163-002) for \$45,000.00
4 through Smith and Respondent.

5 20.

6 On or about June 2, 2023, Buyer Sandra F., on behalf of herself and Buyer
7 Enrique R., purchased a vacant lot (APN 723-084-001) for \$27,500.00 through Smith and
8 Respondent.

9 21.

10 Thereafter, Buyer Sandra F. began calling Smith and Respondent to inquire
11 about the grant deeds to the vacant lots that were purchased. Each time Respondent gave
12 excuses as to why the grant deeds for the vacant lots were not given to Buyer Sandra F.

13 22.

14 After about August 29, 2023, Smith and Respondent no longer contacted Buyer
15 Sandra F. Thereafter, Buyer Sandra F. discovered that Smith and Respondent sold their home,
16 closed the office, and were no longer in the area.

17 23.

18 As of February 13, 2024, Buyer Sandra F. has not recovered the \$110,000.00
19 from Smith and Respondent.

20 (1311 and 1315 Sea Kist Ave Vacant Lots)

21 24.

22 On or about March 24, 2023, Buyer Audrey R., on behalf of herself, Genaro R.,
23 and Julian R., met with Smith and Respondent to purchase the vacant lot located at 1315 Sea
24 Kist Avenue in Thermal, California.

25 25.

26 On or about November 7, 2023, Buyer Audrey R. also purchased 1311 Sea Kist
27 Avenue from Smith and Respondent.

ORDER TO DESIST AND REFRAIN

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26.

Buyer Audrey R. paid \$11,500 for each of the vacant lots and \$250 for processing fee for each as well. Buyer Audrey R. paid \$23,500.00 in total to Smith and Respondent.

27.

Thereafter, Buyer R. discovered that the grant deed was not recorded and Smith and Respondent had disappeared.

28.

As of February 27, 2024, Buyer Audrey R. has not recovered the \$23,500.00 from Smith and Respondent.

(Bell Court Property)

29.

Smith and Respondent were the property managers for Owner Michael F. for the property located at 2004 Bell Court in Thermal, California ("Bell Court Property").

30.

On or about August 14, 2023, Smith, as representative, entered into a residential lease agreement for the Bell Court Property. The lease term was for 1 year and the renters were to pay \$18,000.00 for rent and \$1,500.00 for security deposit, totaling \$19,500. The \$19,500.00 was paid in full to Smith and Respondent.

31.

Thereafter, Smith and Respondent paid \$6,000.00 to Owner Michael F. and took the remaining \$13,500.00.

32.

As of January 23, 2024, Owner Michael F. has not recovered the \$23,500.00 from Smith and Respondent.

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CONCLUSIONS OF LAW

33.

Based on the findings of fact contained in paragraphs 1 through 32, Respondent, acting by himself, or by and/or through one or more agents, associates, affiliates, and/or co-conspirators, and using the names Salton City Realty, or other names or fictitious names unknown at this time, sold, offered to sell, bought, offered to buy, solicited, or negotiated the purchase, sale, or exchange of a real property or business opportunity under Section 10131(a) of the Code, during a period of time when Respondent was not licensed by the Department in any capacity, in violation of Section 10130 of the Code.

34.

Based on the findings of fact contained in paragraphs 1 through 32, Respondent, acting by himself, or by and/or through one or more agents, associates, affiliates, and/or co-conspirators, and using the names Salton City Realty, or other names or fictitious names unknown at this time, leased or rented real property and collected rents and security deposits for real property on behalf of others for compensation or in expectation of compensation under Section 10131(b) of the Code, during a period of time when Respondent was not licensed by the Department in any capacity, in violation of Section 10130 of the Code.

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