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BEFORE THE DEPARTMENT OF REAL ESTATE  
STATE OF CALIFORNIA

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In the Matter of the Accusation of

MARCUS DUANE HILL,

Respondent.

DRE Case No. H-43148-LA

ACCUSATION

Complainant, Veronica Kilpatrick, a Supervising Special Investigator for the Department of Real Estate ("Department" or "DRE") of the State of California, for cause of Accusation against MARCUS DUANE HILL ("HILL" or "Respondent"), is informed and alleges in her official capacity as follows:

1. The Complainant, Veronica Kilpatrick, 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 HILL has been licensed by the DRE as a real estate salesperson ("RES"), DRE license identification number ("License ID") 01394161, from on or about November 18, 2003, to the present, with HILL's license scheduled to expire on or about January 6, 2028, unless renewed. HILL is currently retained by, and his RES license has been affiliated with, real estate corporation ("REC") Riverside Inland Real Estate Inc, License ID 01861149.

ACCUSATION

1 a. Previously, from on or about May 22, 2018, to on or about July 28, 2025,  
2 HILL was retained by, and his RES license was affiliated with, REC Real Estate Innovations,  
3 Inc. ("REII"), License ID 01996796. REII maintains several fictitious business names  
4 ("dba(s)") licensed by the DRE, including but not limited to the dba "Berkshire Hathaway  
5 Homeservices California Realty" ("BHHCR"). REII is licensed through the real estate  
6 broker ("REB") license of Dave Edward Corey ("Corey"), License ID 01053566, and Correy  
7 is the designated officer ("D.O.") of REII.

8 b. According to HILL's independent contractor agreement with REII dba  
9 BHHCR (hereinafter "BHHCR"), dated May 21, 2018, under section 4G, "Prohibited  
10 Activities," HILL agreed not to engage in licensed property management activities without  
11 the express written consent of BHHCR. According to BHHCR, at no time while HILL was  
12 retained by BHHCR did BHHCR grant HILL the authority to perform property management  
13 functions, collect rents, or otherwise handle trust funds for property owners or tenants.

14 c. According to DRE records to date, HILL provided the DRE with a current  
15 telephone number, as required by Code section 10162(c), beginning with area code 951 and  
16 ending with 7779 ("HILL's current telephone number").

17 **FACTS DISCOVERED BY DRE**

18 4. On or about October 8, 2024, the DRE received a complaint from D.C.<sup>1/</sup> regarding  
19 HILL in which D.C. alleged that she rented a home for her family located at 6966 Ranch View  
20 Road, in Riverside, California ("Ranch View Property") on a temporary basis beginning on or about  
21 July 7, 2023. The Ranch View Property was owned by X.G., and HILL represented X.G. as the  
22 listing agent. On or about July 21, 2024, D.C. had to evacuate the Ranch View Property due to a  
23 nearby wildfire which burned parts of the house. Because the fire caused smoke damage and  
24 rendered the house uninhabitable, D.C. and her family had to stay in a hotel. According to D.C.,  
25 despite multiple requests to HILL about her security deposit, HILL sent an invoice claiming that  
26 D.C. owed \$734.00, and HILL refused to refund the \$10,000.00 deposit.

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 Respondent and/or his attorney(s), after service of a timely and proper request for discovery on Complainant's counsel.

1           Marcus Hill Realtor LLC

2           7.       On or about April 1, 2021, an entity named "Marcus Hill Realtor LLC" filed a  
3       Limited Liability Company ("LLC") Registration and Articles of Organization with the California  
4       Secretary of State's Office ("SOS"), stating that the management structure for Marcus Hill Realtor  
5       LLC was "One Manager."

6           8.       On or about March 18, 2024, and on or about January 23, 2025, Marcus Hill Realtor  
7       LLC filed Statements of Information with the SOS, listing HILL as the manager, and as the chief  
8       executive officer ("CEO"), and stating that the type of business was "Real Estate Agent and  
9       Consulting."

10           Leasing of Ranch View Property

11          9.       On or about January 21, 2023, X.G. signed a Lease Listing Agreement ("2023 LLA")  
12       exclusively authorizing BHHCR (one of REII's dbas) to rent or lease the Ranch View Property.  
13       HILL signed the 2023 LLA on behalf of BHHCR. The 2023 LLA contained no information  
14       regarding compensation to be paid to HILL or BHHCR and contained no termination date.

15          10.       The 2023 LLA provided in section 3D that "Broker may retain compensation due  
16       from any Tenant payments collected by Broker," and provided in section 4A as follows:

17                   Broker is authorized to accept and hold from a prospective Tenant, a deposit  
18                   to be ☐ held uncashed or ☐ placed in Broker's trust account. Upon execution  
19                   of a fixed term or month-to-month lease, payments received from Tenant  
                    shall be given to Owner or ☐ \_\_\_\_\_.

20       The text quoted from section 4A of the LLAs is verbatim, with the checkboxes and identification of  
21       the person other than the Owner to whom the Broker was to give Tenant payments left blank.

22          11.       On or about January 22, 2023, HILL began advertising the Ranch View Property as  
23       a rental listing through California Regional MLS ("CRMLS") a multiple listing service ("MLS").  
24       HILL listed the same phone number on the MLS listing that he provided to the DRE.

25          12.       Between on or about June 28, 2018, and on or about May 14, 2025, while HILL's  
26       RES license was affiliated with BHHCR, HILL advertised nine (9) lease listings through CRMLS  
27       as summarized in the table below by start and end dates of listings, properties, owner, listing agent  
28       and REC, and the CRMLS listing identification number ("Listing ID"):

Date Listed	End Date	Property Address	Owner	Agent	REC	Listing ID
06/28/2018	07/18/2018	8167 Palm View Lane, Riverside, CA	L.S.	HILL	BHHCR	IV18155565
07/03/2018	07/18/2018	6912 Cypress Grove Dr, Riverside, CA	X.Z.	HILL	BHHCR	IV18155659
03/07/2019	05/01/2019	12919 Dolomite Ln, Moreno Valley, CA	G.S.	HILL	BHHCR	IV19051618
07/02/2019	08/31/2019	6912 Cypress Grove Dr, Riverside, CA	X.Z.	HILL	BHHCR	IV19156692
01/30/2020	03/10/2020	3524 Whieldon Dr, Perris, CA	E.B.	HILL	BHHCR	IV20021210
01/22/2023	09/20/2024	6966 Ranch View Rd, Riverside, CA	X.G.	HILL	BHHCR	IV23011695
10/01/2024	12/23/2024	6966 Ranch View Rd, Riverside, CA	X.G.	HILL	BHHCR	IV24207718
11/18/2024	12/23/2024	6966 Ranch View Rd, Riverside, CA	X.G.	HILL	BHHCR	IV24236273
05/14/2025	07/08/2025	3524 Whieldon Drive, Perris, CA	E.B.	HILL	BHHCR	IV25107144

13. On or about May 30, 2023, D.C., E.C. and their children had to evacuate from their primary residence in Riverside, where they had lived since in or about September 2015, because of a fire, and filed a claim on their homeowner's insurance with Allstate Insurance Company ("Allstate"). D.C. was referred to Springline Services, Inc. ("Springline"), an independent temporary housing company that would work with Allstate regarding D.C.'s claim to cover the cost of temporary housing. Springline found the Ranch View Property for D.C. and her family.

14. On or about June 6, 2023, D.C., as the insurance policyholder with Allstate, signed a document titled "Rental Agreement" with Springline, in which D.C. authorized Allstate to remit payments directly to Springline for living expenses, and D.C. agreed to occupy the Ranch View Property from June 15, 2023 to February 28, 2024, which could be extended with approval from Springline and Allstate.

15. On or about June 7, 2023, Sarah Eskew ("Eskew"), on behalf of Springline, signed a Letter of Responsibility addressed to D.C., at the Ranch View Property address, stating in relevant part:

Please consider this letter an assurance that Springline Services will assume responsibility for the rent in the amount of \$6880 per month including pool, gardening, and pest control maintenance services for the above mentioned property. This letter is contingent upon the execution of the lease agreement between the Landlord and the Insured, [D.C.] and the executed rental agreement between [D.C.] and Springline Services, and the approval between Allstate Insurance and Springline Services.

16. On or about June 30, 2023, D.C. signed a document titled Residential Lease or Month-to-Month Rental Agreement ("Lease"), to rent the Ranch View Property. D.C. signed the lease as the tenant, X.G. signed as the landlord, and Eskew signed on behalf of Springline as guarantor. The Lease listed HILL as the agent of the real estate broker who did both the listing and

1 the leasing of the Ranch View Property, and included HILL's DRE License ID, but did not list  
2 HILL's responsible broker, REII, REII dba BHHCR, or BHHCR, and did not list REII's License  
3 ID. The Lease provided for D.C. to pay monthly rent directly to HILL.

4 17. The Lease did not provide a beginning term date, but stated it would terminate on  
5 February 29, 2024, unless the landlord and tenant extended the Lease in writing, or the landlord  
6 continued to accept rent from the tenant, in which case a month-to-month tenancy would be created.  
7 Under the Lease, D.C. agreed to pay monthly rent of \$6,880.00 directly to HILL. The Lease also  
8 provided for move-in costs to be paid by cashier's check, in relevant part, as follows:

9

Category	Total Due	Date Due
Rent from 07/05/23 to 07/31/23	\$6,880.00	06/30/2023
Security Deposit	\$10,000.00	06/30/2023
Key Deposit	\$100.00	06/30/2023
Cleaning Fee	\$300.00	06/30/2023
Total	<u>\$17,280.00</u>	06/30/2023

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14 18. Under section 3B of the Lease, rent was payable on the first day of each calendar  
15 month and was delinquent the next day. Under section 6A of the Lease, if any rent payment was not  
16 received by the landlord within five (5) calendar days after the date due, the tenant was required to  
17 pay \$50.00 per day as a late charge.

18 19. Allstate covered all deposits and move-in costs, providing funds to Springline for D.C.

19 20. On or about July 6, 2023, Springline, on behalf of D.C., paid the deposits and move-  
20 in costs totaling \$17,280.00 directly to HILL, through an online transfer from Springline's Bank of  
21 America business account, with an account number ending in 6185 ("BofA 6185"), payable to  
22 Marcus Hill Realtor LLC, in order for D.C. and her family to move into the Ranch View Property  
23 on or about July 7, 2023.

24 21. From on or about August 1, 2023, to on or about July 11, 2024, Springline, on behalf  
25 of D.C., paid monthly rent for the Ranch View Property directly to HILL through Springline's bank  
26 account, BofA 6185, either through Zelle online transfers or with a business check, as follows:

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Date	Payee	Payment Method	Amount
08/01/2023	Marcus Hill Realtor LLC	Online transfer from BofA 6185	\$5,204.00
09/09/2023	Marcus Hill Realtor LLC	Online transfer from BofA 6185	\$7,080.00
10/12/2023	Marcus Hill Realtor LLC	Online transfer from BofA 6185	\$7,100.00
11/07/2023	Marcus Hill Realtor LLC	Online transfer from BofA 6185	\$6,980.00
12/05/2023	Marcus Hill Realtor LLC	Check No. 2560 from BofA 6185	\$6,880.00
01/11/2024	Marcus Hill Realtor LLC	Online transfer from BofA 6185	\$7,180.00
02/09/2024	Marcus Hill	Check No. 2589 from BofA 6185	\$7,080.00
03/06/2024	Marcus Hill Realtor LLC	Online transfer from BofA 6185	\$6,450.00
04/13/2024	Marcus Hill	Check No. 2621 from BofA 6185	\$7,280.00
05/16/2024	Marcus Hill Realtor LLC	Online transfer from BofA 6185	\$7,380.00
06/18/2024	Marcus Hill Realtor LLC	Online transfer from BofA 6185	\$7,100.00
06/25/2024	Marcus Hill Realtor LLC	Online transfer from BofA 6185	\$430.00
07/11/2024	Marcus Hill Realtor LLC	Online transfer from BofA 6185	\$6,800.00
<b>Total paid to HILL</b>			<b><u>\$82,944.00</u></b>

22. Though the monthly rent for the River Ranch Property was \$6,880.00, Springline paid monthly amounts in excess of \$6,880.00 because of delays caused by a variety of reasons, requiring Springline to pay late fees of \$50.00 per day for each day after the fifth of the month that passed before Springline could make the payment.

23. The DRE obtained Zelle records linked to HILL's current telephone number ("The Zelle records"), which confirmed that all payments made by Springline to Marcus Hill Realtor LLC through Zelle online transfers were received by HILL on the same dates as the payments were sent by Springline.

24. The Zelle records revealed that HILL made the following payments to himself for property management fees for the Ranch View Property:

Date	Sender	Recipient	Amount	Payment Memo
08/02/2023	Marcus Hill Realtor LLC	Marcus Hill	\$50.00	Ranch View PM fee
11/08/2023	Marcus Hill Realtor LLC	Marcus Hill	\$50.00	Ranch View Property Management fee
12/02/2023	Marcus Hill Realtor LLC	Marcus Hill	\$50.00	Ranch View PM payment
02/02/2024	Marcus Hill Realtor LLC	Marcus Hill	\$45.00	Ranch View PM payment
03/03/2024	Marcus Hill Realtor LLC	Marcus Hill	\$45.00	ranch View PM
<b>Total paid to HILL</b>			<b><u>\$240.00</u></b>	

25. The Zelle records revealed that HILL made the following additional payments to himself related to property management, for an Oakstreet property and possibly another property which was not identified:

Date	Sender	Recipient	Amount	Payment Memo
08/01/2023	Marcus Hill Realtor LLC	Marcus Hill	\$100.00	property management payment
09/01/2023	Marcus Hill Realtor LLC	Marcus Hill	\$100.00	property manager fee
11/29/2023	Marcus Hill Realtor LLC	Marcus Hill	\$50.00	Oakstreet payment
12/22/2023	Marcus Hill Realtor LLC	Marcus Hill	\$115.00	PM Advance n 15 from ebay
01/31/2024	Marcus Hill Realtor LLC	Marcus Hill	\$90.00	Oakstreet PM n eBay sale
03/03/2024	Marcus Hill Realtor LLC	Marcus Hill	\$50.00	Oakstreet PM February
04/03/2024	Marcus Hill Realtor LLC	Marcus Hill	\$50.00	oakstreet property management
05/02/2024	Marcus Hill Realtor LLC	Marcus Hill	\$90.00	Property Management
06/01/2024	Marcus Hill Realtor LLC	Marcus Hill	\$50.00	oakstreet pm
06/10/2024	Marcus Hill Realtor LLC	Marcus Hill	\$25.00	PM
<b>Subtotal</b>			<b>\$720.00</b>	
Less amounts from eBay sales			<b>-\$55.00</b>	
<b>Total paid to HILL</b>			<b><u>\$665.00</u></b>	

On information and belief, the payment memo for December 22, 2023, refers to \$15 received from an eBay transaction, and because it appears that the property management fee for the Oakstreet property is \$50.00, the payment memo for January 31, 2024 implies that \$40.00 was received from another eBay transaction. Subtracting those amounts (totaling \$55.00), HILL paid himself another \$655.00 related to property management between August 1, 2023 and June 10, 2024.

26. The Zelle records revealed that between on or about July 1, 2023, and April 4, 2025, HILL received 37 Zelle payments for "Rent" from J.M., A.H., and HILL as follows:

Date	Sender	Recipient	Amount	Payment Memo
07/01/2023	J.M.	MARCUS HILL REALTOR LLC	\$350.00	Rent
07/31/2023	J.M.	MARCUS HILL REALTOR LLC	\$500.00	Rent
08/01/2023	J.M.	MARCUS HILL REALTOR LLC	\$500.00	Rent
08/02/2023	J.M.	MARCUS HILL REALTOR LLC	\$175.00	Rent
08/03/2023	J.M.	MARCUS HILL REALTOR LLC	\$175.00	Rent
08/30/2023	J.M.	MARCUS HILL REALTOR LLC	\$500.00	Rent
08/31/2023	J.M.	MARCUS HILL REALTOR LLC	\$500.00	Rent
09/01/2023	J.M.	MARCUS HILL REALTOR LLC	\$350.00	Rent
09/29/2023	J.M.	MARCUS HILL REALTOR LLC	\$500.00	Rent
09/30/2023	J.M.	MARCUS HILL REALTOR LLC	\$500.00	Rent
10/01/2023	J.M.	MARCUS HILL REALTOR LLC	\$350.00	Rent
10/30/2023	J.M.	MARCUS HILL REALTOR LLC	\$500.00	Rent
10/31/2023	J.M.	MARCUS HILL REALTOR LLC	\$500.00	Rent
11/01/2023	J.M.	MARCUS HILL REALTOR LLC	\$350.00	Rent
11/29/2023	J.M.	MARCUS HILL REALTOR LLC	\$500.00	Rent
11/30/2023	J.M.	MARCUS HILL REALTOR LLC	\$500.00	Rent
12/01/2023	J.M.	MARCUS HILL REALTOR LLC	\$350.00	Rent
12/30/2023	J.M.	MARCUS HILL REALTOR LLC	\$500.00	Rent
01/01/2024	J.M.	MARCUS HILL REALTOR LLC	\$350.00	Rent

Date	Sender	Recipient	Amount	Payment Memo
01/31/2024	J.M.	MARCUS HILL REALTOR LLC	\$500.00	Rent
02/01/2024	J.M.	MARCUS HILL REALTOR LLC	\$350.00	Rent
02/29/2024	J.M.	MARCUS HILL REALTOR LLC	\$350.00	Rent
03/30/2024	J.M.	MARCUS HILL REALTOR LLC	\$500.00	Rent
03/31/2024	J.M.	MARCUS HILL REALTOR LLC	\$500.00	Rent
04/01/2024	J.M.	MARCUS HILL REALTOR LLC	\$350.00	Rent
04/29/2024	J.M.	MARCUS HILL REALTOR LLC	\$500.00	Rent
05/01/2024	J.M.	MARCUS HILL REALTOR LLC	\$350.00	Rent
06/02/2024	J.M.	MARCUS HILL REALTOR LLC	\$350.00	Rent
07/02/2024	J.M.	MARCUS HILL REALTOR LLC	\$350.00	Rent
07/31/2024	J.M.	MARCUS HILL REALTOR LLC	\$500.00	Rent
11/30/2024	J.M.	SPECIALTY SLEEP BY HILL	\$500.00	Rent
01/10/2025	A.H.	SPECIALTY SLEEP BY HILL	\$200.00	Rent 🏠
02/02/2025	A.H.	SPECIALTY SLEEP BY HILL	\$200.00	Rent 🏠
02/21/2025	A.H.	SPECIALTY SLEEP BY HILL	\$200.00	Rent 🏠
04/02/2025	J.M.	SPECIALTY SLEEP BY HILL	\$350.00	Rent done
04/03/2025	MARCUS D HILL	SPECIALTY SLEEP BY HILL	\$700.00	Rent 🏠
04/04/2025	A.H.	SPECIALTY SLEEP BY HILL	\$200.00	Rent 🏠
<b>Total Rent received by HILL</b>			<b><u>\$14,900.00</u></b>	

On information and belief, "Specialty Sleep by Hill" is, or was, a business owned by HILL for which HILL set up a bank account through which he could receive payments through Zelle.

27. On or about July 21, 2024, D.C. and her family had to evacuate from the Ranch View Property due to a nearby wildfire which burned parts of the house.

28. On or about August 29, 2024, Springline received an email from HILL forwarding an invoice purportedly from the landlord, X.G., dated August 26, 2024, with an itemized list of expenses totaling \$10,734.00. The invoice, which referenced the \$10,000.00 security deposit paid by Springline to HILL on or about July 6, 2023, stated there was a balance due of \$734.00. Springline forwarded HILL's email and invoice to D.C.

29. On or about September 5, 2024, D.C. sent an email to HILL and others requesting invoices, receipts, and photographs to support the charges listed on the August 26, 2024 invoice, and stating all charges were being disputed except for one charge of \$300.00 for a garage remote.

30. On or about September 6, 2024, D.C. sent another email to HILL and others stating that the August 26, 2024 invoice was fraudulent, and did not have any identifying information such

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1 as the address of the property, the tenant, payment terms, contact information to pay X.G., and other  
2 information. D.C. requested a properly detailed invoice with appropriate information.

3 31. According to D.C. and Springline, HILL never refunded the \$10,000.00 security  
4 deposit for the Ranch View Property.

5 32. On or about October 1, 2024, X.G. purportedly digitally signed another LLA ("2024  
6 LLA") exclusively authorizing BHHCR to rent or lease the Ranch View Property. HILL digitally  
7 signed the 2024 LLA on behalf of BHHCR. The 2024 LLA, like the 2023 LLA, contained no  
8 information regarding compensation to be paid to HILL. However, unlike the 2023 LLA, the 2024  
9 LLA contained a termination date of January 1, 2025.

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

11 33. In the course of the activities alleged above, and based on the facts discovered by the  
12 DRE, as alleged in Paragraphs 4 through 32 above, HILL acted in violation of the Code and  
13 Regulations as follows.

14 **First Cause of Accusation:**

15 **Broker and Designated Officer Licenses Required; Unauthorized Receipt, Deposit, and**  
16 **Disbursement of Trust Funds**

17 34. Complainant realleges and incorporates by reference all of the allegations contained  
18 in the previous paragraphs as though fully set forth herein.

19 35. HILL is not now and has never been licensed by the DRE as a real estate broker or  
20 as an officer of a real estate corporation.

21 36. Pursuant to HILL's independent contractor agreement with BHHCR, HILL agreed  
22 not to engage in licensed property management activities without the express written consent of  
23 BHHCR.

24 37. According to BHHCR:

25 a. At no time while HILL was retained by BHHCR did BHHCR grant HILL the  
26 authority to perform property management functions, collect rents, or otherwise handle trust  
27 funds for property owners or tenants.

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b. BHHCR does not maintain any trust accounts for the purpose of receiving or disbursing security deposits, rents, or maintenance/repair funds.

38. HILL, as an RES licensed under BHHCR, collected trust funds belonging to X.G., without authorization from BHHCR, HILL did not immediately deliver the funds to BHHCR, and did not receive any directions from BHHCR regarding X.G.'s trust funds.

39. BHHCR claimed it was unaware that HILL was engaged in any property management activities and had not given express written consent to HILL to engage in licensed property management activities.

40. From on or about January 21, 2023, to on or about January 1, 2025, during the time that HILL was retained by, and his RES license was affiliated with, BHHCR, and without the knowledge or written authorization of BHHCR, HILL acted in the capacity of, or assumed to act, as a real estate broker in the State of California without first obtaining a real estate broker license and/or designated officer license from the DRE, by engaging in property management activities on behalf of X.G., including but not limited to, entering into the 2023 LLA and the 2024 LLA, listing the Ranch View Property for rent, preparing the Lease between D.C. and X.G., signed by D.C., X.G., and Eskow on behalf of Springline, collecting and depositing a security deposit, move-in costs, and monthly rent from Springline into a bank account maintained by HILL, arranging for and making disbursements of trust funds to pay for maintenance and repairs of the property, and collecting property management fees for managing the Ranch View Property.

41. On information and belief, between on or about July 1, 2023, and on or about April 4, 2025, also during the time that HILL was retained by, and his RES license was affiliated with, BHHCR, HILL collected rent and property management fees related to at least one other rental property.

42. HILL's acts and/or omissions in engaging in property management activities, and depositing trust funds into his own bank account, and disbursing trust funds, without the authorization of his responsible broker, and without first obtaining an REB license from the DRE and authority to act as REII dba BHHCR's designated officer, were in violation of **Code sections 10130, 10145, 10158, 10159, 10159.2, and 10211, and Regulations 2740, 2832, and 2834** and

1 constitute cause to suspend or revoke the real estate licenses and license rights of HILL pursuant to  
2 **Code sections 10177(d) and/or 10177(g).**

3 **Second Cause of Accusation: Undisclosed Compensation**

4 43. Complainant realleges and incorporates by reference all of the allegations contained  
5 in the previous paragraphs as though fully set forth herein.

6 44. As alleged above in Paragraph 9, the 2023 LLA contained no information regarding  
7 compensation to be paid to HILL or BHHCR.

8 45. The trust funds HILL received from Springline, belonging to X.G., were deposited  
9 in one or more of HILL's Chase bank accounts.

10 46. HILL's acts and/or omissions in accepting trust funds belonging to X.G., which were  
11 deposited into and disbursed from one or more of HILL's Chase bank accounts, in which the  
12 disbursements included, but were not limited to, HILL's management fees and/or compensation for  
13 managing the Ranch View Property, without HILL first disclosing to X.G. in an agreement signed  
14 by HILL and X.G., the full amount of HILL's compensation, which he took or claimed from these  
15 disbursements, were in violation of **Code sections 10145(a) and 10176(g)** and constitute cause to  
16 suspend or revoke the real estate licenses and license rights of HILL pursuant to **Code sections**  
17 **10176(g), and 10177(d) and/or 10177(g).**

18 **Third Cause of Accusation: No Definite Date of Final Termination in 2023 LLA**

19 47. Complainant realleges and incorporates by reference all of the allegations contained  
20 in the previous paragraphs as though fully set forth herein.

21 48. As alleged above in Paragraph 9, the 2023 LLA contained no termination date. The  
22 2023 LLA was formally titled "Lease Listing Agreement, Exclusive Authorization to Lease or  
23 Rent," and section 1 of the 2023 LLA provided in relevant part:

24 EXCLUSIVE RIGHT TO LEASE: [X.G.] ("Owner") hereby employs and  
25 grants [BHHCR] ("Broker") beginning (date) \_\_\_\_\_ and ending at 11:59  
26 P.M. on (date) \_\_\_\_\_ ("Listing Period") the exclusive and irrevocable  
right to lease or rent the real property in the . . . County of Riverside,  
California, described as 6966 Ranch View Rd 92506 ("Premises").

27 The beginning and end dates of the 2023 LLA were left blank. HILL signed the 2023 LLA on behalf  
28 of BHHCR.

1           49. HILL's acts and/or omissions in entering into an exclusive listing agreement with  
2 X.G. through the 2023 LLA, in expectation of compensation, and in failing to provide a definite,  
3 specified date of final and complete termination for the 2023 LLA, were in violation of **Code section**  
4 **10176(f)**, and constitute cause for the suspension or revocation of all licenses and license rights of  
5 HILL under the provisions of **Code sections 10176(f), and 10177(d) and/or 10177(g)**.

6                           **Fourth Cause of Accusation: Unlawful Compensation**

7           50. Complainant realleges and incorporates by reference all of the allegations contained  
8 in the previous paragraphs as though fully set forth herein.

9           51. As alleged above, from on or about May 22, 2018, to on or about July 28, 2025,  
10 HILL was retained as an RES by, and his RES license was affiliated with, BHHCR.

11           52. As alleged above in Paragraph 24 and 25, from on or about August 2, 2023, to on or  
12 about March 3, 2023, paid property management fees to himself totaling \$240.00, and from on or  
13 about August 1, 2023, to on or about June 10, 2024, HILL paid property management fees to himself  
14 totaling \$665.00. Thus, HILL paid himself the sum total of \$905.00 in property management fees.

15           53. HILL's acts and/or omissions in accepting compensation from himself for  
16 performing property management activities requiring a real estate license, when HILL was a person  
17 other than the broker under whom HILL was at the time licensed, were in violation of **Code sections**  
18 **10130, 10137, and 10177(d) and/or 10177(g)**, and constitute cause to suspend or revoke the real  
19 estate licenses and license rights of HILL pursuant to **Code sections 10177(d) and/or 10177(g)**.

20                           **Fifth Cause of Accusation: Negligent or Intentional Misrepresentation; Dishonest Dealing**

21           54. Complainant realleges and incorporates by reference all of the allegations contained  
22 in the previous paragraphs as though fully set forth herein.

23           55. Between on or about January 21, 2023, and on or about January 1, 2025, during the  
24 time period that HILL was retained as an RES by, and his RES license was affiliated with, BHHCR:

25                   a. HILL was subject to the May 21, 2018 independent contractor agreement  
26 with BHHCR, in which HILL agreed in section 4G not to engage in licensed property  
27 management activities without the express written consent of BHHCR.

28           ///

1           b.       BHHCR was unaware that HILL was engaged in any property management  
2 activities while HILL was retained as an RES by, and his RES license was affiliated with,  
3 BHHCR and had not given express written consent to HILL to engage in licensed property  
4 management activities.

5           c.       HILL entered into the 2023 LLA and the 2024 LLA with X.G, with HILL  
6 signing on behalf of BHHCR (the "Broker").

7           d.       From on or about January 23, 2023, to on or about September 20, 2024, HILL  
8 advertised the Ranch View Property as a rental listing through CRMLS, a multiple listing  
9 service ("MLS"), in which HILL listed himself as the listing agent, and listed the broker as  
10 BHHCR.

11          e.       HILL prepared the June 30, 2023 Lease signed by D.C. ("Tenant"), X.G.  
12 ("Owner"), and Springline ("Guarantor"), which did not identify REII or BHCCR as the  
13 broker, but in which HILL listed himself as the agent of the "Real Estate Broker (Listing  
14 Firm)" and as the agent of the "Real Estate Broker (Leasing Firm)."

15          f.       Under the terms of the Lease in section 3D, the Tenant was required to pay  
16 monthly rent by cashier's check or direct deposit directly to HILL through his phone number  
17 ending in 7779. HILL did not provide an address for delivery of a cashier's check in section  
18 3D.

19          g.       As required by the Lease, Springline, on behalf of D.C., paid the deposits  
20 (including the \$10,000.00 security deposit), and move-in costs totaling \$17,280.00, directly  
21 to HILL through an online wire transfer to "Marcus Hill Realtor LLC" which was deposited  
22 to HILL's bank account with Chase Bank.

23          h.       As required by the Lease, from on or about August 1, 2023, to on or about  
24 July 11, 2024, Springline, on behalf of D.C., paid monthly rent and late fees for the Ranch  
25 View Property directly to HILL through Springline's bank account, through 10 Zelle online  
26 transfers and on three (3) occasions with a business check deposited to HILL's bank account  
27 by Springline. Springline paid HILL a total of \$82,944.00 in rent and late fees for the Ranch  
28 View Property.

1 i. Including deposits, move-in costs, rent, and late fees, Springline paid a total  
2 of \$100,224.00 directly to HILL.

3 j. From on or about August 2, 2023, to at least on or about March 3, 2024, HILL  
4 collected property management fees for the Ranch View Property totaling at least \$240.00  
5 from trust funds owned by X.G.

6 k. On or about August 29, 2024, approximately a month after D.C. and her  
7 family had to evacuate the Ranch View Property because of a wildfire, HILL provided  
8 Springline with an invoice with an itemized list of expenses totaling \$10,734.00, showing  
9 that the entire \$10,000.00 security deposit was required to cover those expenses, and that  
10 there was an additional balance due of \$734.00.

11 l. On or about October 1, 2024, HILL and X.G. entered into the 2024 LLA.

12 56. X.G. entered into the 2023 LLA and the 2024 LLA with, and hired, BHHCR, and  
13 signed the Lease based on HILL signing the 2023 LLA and the 2024 LLA as the agent on behalf of  
14 BHHCR. X.G. hired BHHCR through HILL, both for the 2023 LLA and 2024 LLA and for property  
15 management services for the River Ranch Property, based on HILL's implied or explicit  
16 representation that he was authorized by BHHCR to act as a listing agent and leasing agent and to  
17 engage in property management services. Believing that HILL was authorized by BHHCR to engage  
18 in property management services, and that BHHCR and HILL had specialized and professional  
19 competence, expertise, knowledge and skill in property management, X.G. justifiably relied on  
20 HILL.

21 57. D.C., as the Tenant, and Springline, as the Guarantor, signed the Lease based on  
22 Springline negotiating terms with HILL, HILL preparing the Lease, and HILL's implied or explicit  
23 representation that he was authorized to represent X.G. as a real estate licensee acting as the listing  
24 agent, leasing agent, and/or property manager for the Ranch View Property. Believing that HILL  
25 was authorized to represent X.G. as a real estate licensee acting as the listing agent, leasing agent,  
26 and/or property manager, and that HILL had specialized and professional competence, expertise,  
27 knowledge and skill in acting as a listing agent, leasing agent, and/or property manager, D.C. and  
28 Springline justifiably relied on HILL.

1           58.     HILL's implied or explicit representations that he was authorized to act as a listing  
2 agent and leasing agent and to engage in property management services for the Ranch View Property  
3 were false. At the time HILL made these implied or explicit representations, HILL either knew they  
4 were false, or had no reasonable grounds for believing the representations were true at the time he  
5 made them.

6           59.     In addition, the 2023 LLA, the and 2024 LLA, the Lease, and HILL failed to reveal  
7 and suppressed the fact that HILL was prohibited from engaging in property management activities  
8 requiring a real estate license without the express written consent of BHHCR, and that BHHCR had  
9 not provided HILL with express written consent to engage in property management activities for  
10 the Ranch View Property.

11          60.     In expectation of compensation, HILL made the implied or explicit representations,  
12 and concealed and suppressed the fact that he was prohibited from engaging in property  
13 management activities by BHHCR, with the intention of inducing X.G., D.C., and Springline to act  
14 in reliance on these representations, and the concealment of the fact that HILL was prohibited from  
15 engaging in property management activities, or with the expectation that they would so act, so that  
16 X.G. would enter into the 2023 LLA and 2024 LLA, hire BHHCR through HILL to act as a listing  
17 agent and leasing agent and for property management services, X.G., D.C., and Springline would  
18 sign the Lease, and Springline would pay move-in costs, deposits, and monthly rent directly to  
19 HILL.

20          61.     In reliance on HILL's implied or explicit representations, X.G. entered into the 2023  
21 LLA and 2024 LLA, and hired BHHCR through HILL as a listing agent, leasing agent, and for  
22 property management services, X.G., D.C. and Springline entered into the Lease, and Springline  
23 paid move-in costs, deposits, and monthly rent directly to HILL. Had X.G., D.C., and Springline  
24 known the true facts that HILL was not authorized to engage in property management activities at  
25 the times the 2023 LLA and 2024 LLA were executed, HILL was hired, the Lease was executed,  
26 and payments were made by Springline directly to HILL, X.G., would not have entered into the  
27 2023 LLA and 2024 LLA, would not have hired BHHCR through HILL as a listing agent, leasing  
28 agent, and for property management services, X.G., D.C. and Springline would not have signed the

1 Lease, and Springline would not have paid move-in costs, deposits, and monthly rent directly to  
2 HILL, which ultimately totaled \$100,224.00.

3 62. HILL's acts and/or omissions in failing to disclose the true facts to X.G., D.C. and  
4 Springline that he was not authorized to engage in property management activities were in violation  
5 of **Code sections 10176(a), 10176(i), 10177(j), and 10177(d) and/or 10177(g)**, and constitute  
6 cause for the suspension or revocation of HILL's real estate licenses and license rights under the  
7 provisions of **Code sections 10176(a), 10176(i), 10177(j), and 10177(d) and/or 10177(g)**.

8 **Sixth Cause of Accusation: Breaches of Fiduciary Duties**

9 63. Complainant realleges and incorporates by reference all of the allegations contained  
10 in the previous paragraphs as though fully set forth herein.

11 64. At all relevant times herein, while acting as a real estate licensee, listing agent,  
12 leasing agent, property manager, and agent of X.G., HILL owed X.G. fiduciary duties, including,  
13 but not limited to, the following: duty of utmost care, integrity, honesty, and loyalty in dealings with  
14 X.G.; duty to diligently exercise reasonable care and skill in performing the responsibilities of the  
15 relationship; duty of fullest disclosure of all material facts concerning the transaction that might  
16 affect the principal's decision; duty to disclose all compensation HILL will receive from X.G. under  
17 the 2023 LLA and 2024 LLA; duty to safeguard, preserve and account for any trust funds or property  
18 entrusted to HILL by X.G.; duty to avoid conflicts of interest with X.G.; duty to fully account in a  
19 timely manner for all funds and property of X.G. received and disbursed by HILL; and duty to act  
20 at all times in the best interests of X.G. to the exclusion of all other interests, including interests that  
21 could benefit HILL or others.

22 65. Based on the facts discovered by the DRE, as alleged in Paragraphs 4 through 62  
23 above, HILL's acts and/or omissions constituted breaches of his fiduciary duties. Such breaches  
24 include but are not limited to:

25 a. From on or about January 21, 2023, to on or about January 1, 2025, while  
26 HILL was retained by, and his RES license was affiliated with, BHHCR, HILL continuously  
27 acted as a listing agent and leasing agent, and engaged in property management activities  
28 requiring a license for the Ranch View Property on behalf of X.G., when he was prohibited



1 by his independent contractor agreement with BHHCR from engaging in such licensed  
2 activities without the express written consent of BHHCR, which written consent BHHCR  
3 had not provided, and HILL failed to disclose to X.G. that he had no authority to engage in  
4 property management activities requiring a license.

5 b. In the 2023 LLA and the 2024 LLA, HILL failed to disclose all compensation  
6 HILL was to receive from X.G.

7 c. Between on or about July 6, 2023, and on or about July 11, 2024, HILL  
8 collected \$100,224.00 in trust funds in the form of move-in costs, deposits, rent, and late  
9 fees for the Ranch View Property directly into his Chase bank account, and did not  
10 immediately deliver the funds to BHHCR or receive directions from BHHCR to deliver the  
11 funds to X.G. or a neutral escrow depository, thus failing to adequately safeguard X.G.'s  
12 trust funds. As alleged above in Paragraph 37(b), BHHCR does not maintain any trust  
13 accounts for the purpose of receiving or disbursing security deposits, rents, or  
14 maintenance/repair funds.

15 d. HILL failed to disclose to X.G. that he had no authority to collect, receive, or  
16 maintain X.G.'s trust funds in his Chase bank account.

17 e. Between on or about August 2, 2023, and on or about April 3, 2025, HILL  
18 made disbursements of X.G.'s trust funds without the written authorization of BHHCR and  
19 failed to disclose to X.G. that he had no authority to withdraw or disburse X.G.'s trust funds.

20 66. HILL's acts and/or omissions, as alleged in Paragraph 65 above, violated his  
21 **fiduciary duties** under applicable California law, including the common law, and **Regulation 2830**  
22 and constitute cause for the suspension or revocation of HILL's real estate licenses and license rights  
23 under the provisions of and **Code sections 10177(d) and/or 10177(g)**.

#### 24 COSTS


#### 25 (INVESTIGATION AND ENFORCEMENT COSTS)

26 67. **Code section 10106** provides, in pertinent part that in any order issued in resolution  
27 of a disciplinary proceeding before the DRE, the Commissioner may request the administrative law  
28

1 judge to direct a licensee found to have committed a violation of this part to pay a sum not to exceed  
2 the reasonable costs of investigation and enforcement of the case.

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

8  
9 Dated at San Diego, California October 30, 2025.

10  
11   
12 \_\_\_\_\_  
13 Veronica Kilpatrick  
Supervising Special Investigator

14 cc: MARCUS DUANE HILL  
15 Riverside Inland Real Estate Inc  
16 Veronica Kilpatrick  
Sacto.