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By [redacted]

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 FIRST AMENDED ACCUSATION

This First Amended Accusation amends the Accusation filed on November 3, 2025. The Accusation filed on November 3, 2025 ("original Accusation"), is amended as follows: to revise and update the license history of Respondent MARCUS DUANE HILL in Paragraph 3; to allege additional facts regarding HILL's property management activities and handling of trust funds in Paragraphs 19 and 20; and to allege a new Seventh Cause of Accusation against Respondent MARCUS DUANE HILL for violations of trust fund handling laws within the Real Estate Law, adding new Paragraphs 65 through 70. Paragraph 65 in the original Accusation has been renumbered as Paragraph 71. No other parts of the original Accusation are affected.

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") Homelink Realty, Inc. License ID 02125608. Based on DRE records to date, since he became licensed on November 18, 2003, HILL has been retained by, and his RES license has been affiliated with, the following 13 REC's and real estate brokers ("REB"), in reverse chronological order:

Name of REC or REB	Type	License ID	Start Date	End Date
Homelink Realty, Inc	REC	02125608	12/04/2025	Present
Riverside Inland Real Estate Inc	REC	01861149	07/29/2025	12/03/2025
Real Estate Innovations, Inc.	REC	01996796	05/22/2018	07/28/2025
Peete Realty Group Inc	REC	02007499	08/02/2017	05/21/2018
Kevin Lorenzo Peete	REB	01713805	08/01/2017	08/01/2017
Grand Avenue Realty & Lending Inc	REC	01873127	07/10/2017	07/31/2017
Pioneer Reel Estate Inc	REC	01494506	07/07/2017	07/09/2017
Rick Fate Spurlock	REB	01029839	01/07/2016	07/06/2017
Rick Fate Spurlock	REB	01029839	12/16/2013	12/12/2015
Elite Realty end REO Services Inc	REC	01891471	02/10/2012	12/15/2013
Trinity Capital Realty Inc	REC	01522717	12/13/2011	02/09/2012
Trinity Capital Realty Inc	REC	01522717	05/17/2010	11/1 7/2011
Bill Santoro Group Inc	REC	01295194	06/02/2009	05/10/2010
Good News Inc	REC	01809975	12/09/2008	06/01/2009
National One Mortgage Corp	REC	01129578	06/06/2005	07/10/2007
National One Mortgage Corp	REC	01129578	11/18/2003	05/18/2005

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

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

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

FACTS DISCOVERED BY DRE

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

Marcus Hill Realtor LLC

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

6. On or about March 18, 2024, and on or about January 23, 2025, Marcus Hill Realtor LLC filed Statements of Information with the SOS, listing HILL as the manager, and as the chief

[1/] 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.

executive officer ("CEO"), and stating that the type of business was "Real Estate Agent and Consulting."

Leasing of Ranch View Property

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

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

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

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

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

10. Between on or about June 28, 2018, and on or about May 14, 2025, while HILL's RES license was affiliated with BHHCR, HILL advertised nine (9) lease listings through CRMLS as summarized in the table below by start and end dates of listings, properties, owner, listing agent 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

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11. 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.

12. 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.

13. 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.

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

15. The Lease did not provide a beginning term date, but stated it would terminate on February 29, 2024, unless the landlord and tenant extended the Lease in writing, or the landlord continued to accept rent from the tenant, in which case a month-to-month tenancy would be created.

Under the Lease, D.C. agreed to pay monthly rent of $6,880.00 directly to HILL. The Lease also provided for move-in costs to be paid by cashier's check, in relevant part, as follows:

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	**$17,280.00**	06/30/2023

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

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

18. On or about July 6, 2023, Springline, on behalf of D.C., paid the deposits and move-in costs totaling $17.280.00 directly to HILL, through an online transfer from Springline's Bank of America business account, with an account number ending in 6185 ("BofA 6185"), payable to Marcus Hill Realtor LLC, in order for D.C. and her family to move into the Ranch View Property on or about July 7, 2023. Based on bank records received from Chase Bank for HILL's bank account ending in number 1338, in the name of Marcus Hill Realtor LLC, the payment of $17.280.00 from Springline was deposited into HILL's Chase Bank account ending in 1338 (hereinafter "BA1").

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

a. The table below summarizes Springline's payments to HILL by date of payment, the payee, the payment method—whether electronic funds transfers ("EFT"), Zelle, or check—the bank account the payment was deposited to, and the amount paid:

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Date	Payee	Payment Method	Deposited To	Amount
07/06/2023	Marcus Hill Realtor LLC	EFT through BofA	BA1	$17,280.00
08/01/2023	Marcus Hill Realtor LLC	Zelle from BofA 6185	BA1	$5,204.00
09/09/2023	Marcus Hill Realtor LLC	Zelle from BofA 6185	BA1	$7,080.00
10/12/2023	Marcus Hill Realtor LLC	Zelle from BofA 6185	BA1	$7,100.00
11/07/2023	Marcus Hill Realtor LLC	Zelle from BofA 6185	BA1	$6,980.00
12/05/2023	Marcus Hill Realtor LLC	Check# 2560 from BofA 6185	BA1	$6,880.00
01/11/2024	Marcus Hill Realtor LLC	Zelle from BofA 6185	BA1	$7,180.00
02/09/2024	Marcus Hill	Check#. 2589 from BofA 6185	BA1	$7,080.00
03/06/2024	Marcus Hill Realtor LLC	Zelle from BofA 6185	BA1	$6,450.00
04/13/2024	Marcus Hill	Check#. 2621 from BofA 6185	BA1	$7,280.00
05/16/2024	Marcus Hill Realtor LLC	Zelle from BofA 6185	BA1	$7,380.00
06/18/2024	Marcus Hill Realtor LLC	Zelle from BofA 6185	BA1	$7,100.00
06/25/2024	Marcus Hill Realtor LLC	Zelle from BofA 6185	BA1	$430.00
07/11/2024	Marcus Hill Realtor LLC	Zelle from BofA 6185	BA1	$6,800.00
		Total paid to HILL		**$100,224.00**

b. According to bank records reviewed, and copies of checks received from HILL, after receiving payments from Springline, HILL prepared checks from BA1 to X.G., the owner of the Ranch View Property, in an amount less than what was received from HILL. Based on records reviewed, and based on information and belief, it appears that HILL did not send a payment to X.G. for every payment HILL received from Springline.

c. The table below lists payments made by Springline by date and amount, which were followed by payments from HILL to X.G., and the payments are listed by the date BA1 check was paid (according to bank statements), the BA1 check number, the amount paid to X.G., and the difference in the amount HILL received from Springline and the amount HILL paid to X.G.:

Springline Payments to HILL		HILL Payments to X.G.			
Date	Amount	Date	BA1 Check #	Amount	Difference
07/06/2023	$17,280.00	07/10/2023	98	$13,123.50	$4,156.50
08/01/2023	$5,204.00	08/02/2023	99	$4,313.00	$891.00
09/09/2023	$7,080.00				
10/12/2023	$7,100.00	10/12/2023	3493	$6,300.03	$797.00
11/07/2023	$6,980.00	11/10/2023	3494	$6,965.00	$15.00
12/05/2023	$6,880.00	12/08/2023	3495	$6,435.00	$445.00
01/11/2024	$7,180.00	01/11/2024	3496	$6,285.00	$895.00
02/09/2024	$7,080.00				
03/06/2024	$6,450.00				

Springline Payments to HILL		HILL Payments to X.G.			
Date	**Amount**	**Date**	**BA1 Check #**	**Amount**	**Difference**
04/13/2024	$7,280.00	04/16/2024	3497	$6,117.76	$1,162.24
05/16/2024	$7,380.00	05/17/2024	8800	$6,390.00	$990.00
06/18/2024	$7,100.00	06/24/2024	8801	$5,790.00	$1,310.00
06/25/2024	$430.00				
07/11/2024	$6,800.00	07/16/2024	8802	$5,905.10	$894.90
				Total retained by HILL:	$11,556.64

d. The records obtained by the DRE do not show payments from HILL to X.G. after receiving payments from Springline for the months of September 2023, and February, March 2024, and a payment of $430 in June 2024. Based on the payments HILL made to X.G., HILL retained at least $11,556.64 in trust funds from X.G.

e. A review of the bank statements for BA1 from July 1, 2023, through September 30, 2024, revealed that the daily ending balance for BA1 ranged from:

(1) $414.72 to $3,579.21 from July 10 to 31, 2023;

(2) $425.53 to $7,926.68 from August 1 to 31, 2023;

(3) $40.00 to $1,410.53 from September 1 to 30, 2023;

(4) $758.53 to $9,332.53 from October 1 to 31, 2023;

(5) $61.55 to $9,226.56 from November 1 to 30, 2023;

(6) $15.93 to $8,224.42 from December 1 to 29, 2023;

(7) $73.13 to $1,832.80 from January 2 to 31, 2024;

(8) $92.09 to $7,460.57 from February 1 to 29, 2024;

(9) $307.35 to $6,628.80 from March 1 to 29, 2024;

(10) $1,087.72 to $8,852.97 from April 1 to 30, 2024;

(11) $310.48 to $7,509.76 from May 1 to 31, 2024;

(12) $57.26 to $5,877.67 from June 3 to 28, 2024;

(13) -$712.93 to $7,069.88 from July 1 to 31, 2024;

(14) $310.21 to $14,488.76 from August 1 to 30, 2024, but the daily ending balance only exceeded $10,000 from August 12 through 22, 2024, and was otherwise below $10,000; and

(15) $40.00 to $4,607.53 from September 3 to 30, 2024.

f. A review of the bank statements for BA1 from July 1, 2023, through September 30, 2024, also revealed disbursements of funds for HILL's personal use, commingling of trust funds with HILL's personal funds, and conversion of trust funds.

20. 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.

21. 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.

22. 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
		Total paid to HILL	**$240.00**	

23. 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

Date	Sender	Recipient	Amount	Payment Memo
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
		Subtotal	$720.00	
		Less amounts from eBay sales	-$55.00	
		Total paid to HILL	**$665.00**	

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.

24. 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
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

Date	Sender	Recipient	Amount	Payment Memo
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
		Total Rent received by HILL	**$14,900.00**	

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.

25. 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.

26. 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.

27. 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.

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

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

30. On or about October 1, 2024, X.G. purportedly digitally signed another LLA ("2024 LLA") exclusively authorizing BHHCR to rent or lease the Ranch View Property. HILL digitally

signed the 2024 LLA on behalf of BHHCR. The 2024 LLA, like the 2023 LLA, contained no information regarding compensation to be paid to HILL. However, unlike the 2023 LLA, the 2024 LLA contained a termination date of January 1, 2025.

VIOLATIONS OF THE REAL ESTATE LAW – CAUSES FOR DISCIPLINE

31. In the course of the activities alleged above, and based on the facts discovered by the DRE, as alleged in Paragraphs 4 through 30 above, HILL acted in violation of the Code and Regulations as follows.

First Cause of Accusation:

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

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

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

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

35. According to BHHCR:

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

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

36. 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.

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37. 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.

38. 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.

39. 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.

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

Second Cause of Accusation: Undisclosed Compensation

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

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

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

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

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

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

46. As alleged above in Paragraph 7, the 2023 LLA contained no termination date. The 2023 LLA was formally titled "Lease Listing Agreement, Exclusive Authorization to Lease or Rent," and section 1 of the 2023 LLA provided in relevant part:

> EXCLUSIVE RIGHT TO LEASE: [X.G.] ("Owner") hereby employs and grants [BHHCR] ("Broker") beginning (date) _____and ending at 11:59 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").

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

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

Fourth Cause of Accusation: Unlawful Compensation

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

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

50. As alleged above in Paragraph 22 and 23, from on or about August 2, 2023, to on or about March 3, 2023, paid property management fees to himself totaling $240.00, and from on or about August 1, 2023, to on or about June 10, 2024, HILL paid property management fees to himself totaling $665.00. Thus, HILL paid himself the sum total of $905.00 in property management fees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

59. In reliance on HILL's implied or explicit representations, X.G. entered into the 2023 LLA and 2024 LLA, and hired BHHCR through HILL as a listing agent, leasing agent, and for property management services, X.G., D.C. and Springline entered into the Lease, and Springline paid move-in costs, deposits, and monthly rent directly to HILL. Had X.G., D.C., and Springline known the true facts that HILL was not authorized to engage in property management activities at the times the 2023 LLA and 2024 LLA were executed, HILL was hired, the Lease was executed, and payments were made by Springline directly to HILL, X.G., would not have entered into the 2023 LLA and 2024 LLA, would not have hired BHHCR through HILL as a listing agent, leasing agent, and for property management services, X.G., D.C. and Springline would not have signed the Lease, and Springline would not have paid move-in costs, deposits, and monthly rent directly to HILL, which ultimately totaled $100,224.00.

60. HILL's acts and/or omissions in failing to disclose the true facts to X.G., D.C. and Springline that he was not authorized to engage in property management activities were in violation of **Code sections 10176(a), 10176(i), 10177(j), and 10177(d) and/or 10177(g)**, and constitute

cause for the suspension or revocation of HILL's real estate licenses and license rights under the provisions of **Code sections 10176(a), 10176(i), 10177(j), and 10177(d) and/or 10177(g).**

Sixth Cause of Accusation: Breaches of Fiduciary Duties

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

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

63. Based on the facts discovered by the DRE, as alleged in Paragraphs 4 through 60 above, HILL's acts and/or omissions constituted breaches of his fiduciary duties. Such breaches include but are not limited to:

a. From on or about January 21, 2023, to on or about January 1, 2025, while HILL was retained by, and his RES license was affiliated with, BHHCR, HILL continuously acted as a listing agent and leasing agent, and engaged in property management activities requiring a license for the Ranch View Property on behalf of X.G., when he was prohibited by his independent contractor agreement with BHHCR from engaging in such licensed activities without the express written consent of BHHCR, which written consent BHHCR had not provided, and HILL failed to disclose to X.G. that he had no authority to engage in property management activities requiring a license.

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

c. Between on or about July 6, 2023, and on or about July 11, 2024, HILL collected $100,224.00 in trust funds in the form of move-in costs, deposits, rent, and late fees for the Ranch View Property directly into his Chase bank account, and did not immediately deliver the funds to BHHCR or receive directions from BHHCR to deliver the funds to X.G. or a neutral escrow depository, thus failing to adequately safeguard X.G.'s trust funds. As alleged above in Paragraph 35(b), BHHCR does not maintain any trust accounts for the purpose of receiving or disbursing security deposits, rents, or maintenance/repair funds.

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

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

64. HILL's acts and/or omissions, as alleged in Paragraph 63 above, violated his **fiduciary duties** under applicable California law, including the common law, and **Regulation 2830** and constitute cause for the suspension or revocation of HILL's real estate licenses and license rights under the provisions of and **Code sections 10177(d) and/or 10177(g).**

Seventh Cause of Accusation: Violations of Trust Fund Handling and DBA Laws

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

66. According to the bank signature card maintained at Chase Bank for BA1, which was used for handling the receipts and disbursements of the trust funds in connection with HILL's property management activity for the Ranch View Property between July 6, 2023 and September 30, 2024 , BA1 was not designated as a trust account in the name of HILL's responsible broker, REII, or in the name of REII's dba BHHCR as trustee. HILL's use of BA1 as a trust account was in violation of **Code Section 10145 and Regulation 2832.**

67. As revealed by the bank statements for BA1 for the time period between July 10, 2023 and September 30, 2024, HILL's failure to maintain a daily minimum balance of at least $10,000 between those same dates to cover the security deposit of $10,000 made by Springline, without written consent from the owner of those trust funds to reduce the balance of funds in BA1 to an amount less than the existing aggregate trust fund liabilities was in violation of **Code Section 10145 and Regulation 2832.1.**

68. HILL's acts and/or omissions that caused and/or resulted in unauthorized disbursements, commingling, and conversion of trust funds from BA1 were in violation of **Code sections 10145, 10176(e), 10176(i), and Regulation 2832.**

69. HILL used the unlicensed fictitious business name "Marcus Hill Realtor LLC" in connection with his property management activities for the Ranch View Property without first obtaining a license from the DRE bearing such fictitious business name, in violation of **Code Section 10159.5 and Regulation 2731.**

70. HILL's acts and/or omissions as alleged above in paragraphs 68 through 71 constitute cause for the suspension or revocation of HILL's real estate license and license rights under the provisions of **Code sections 10176(e), 10176(i), and 10177(d) and/or 10177(g).**

COSTS

(INVESTIGATION AND ENFORCEMENT COSTS)

71. **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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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 license and license rights of Respondent MARCUS DUANE HILL under the Real Estate Law, for the costs of investigation and enforcement as permitted by law, and for such other and further relief as may be proper under other applicable provisions of law.

Dated at San Diego, California August 17, 2026.

[redacted]

Veronica Kilpatrick
Supervising Special Investigator

cc: MARCUS DUANE HILL
Homelink Realty, Inc.
Veronica Kilpatrick
Sacto.