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BEFORE THE DEPARTMENT OF REAL ESTATE  
STATE OF CALIFORNIA

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In the Matter of the Accusation of

No. H-43161-LA

SERVICE REAL ESTATE, INC.;  
STEVE M ENLOW, individually and  
as designated officer of Service Real  
Estate, Inc.; and BRYAN DEARDEN,  
Respondents.

ACCUSATION

Complainant, Veronica Kilpatrick, a Supervising Special Investigator for the Department of Real Estate ("Department" or "DRE") of the State of California, acting in her official capacity as a Supervising Special Investigator, makes this Accusation against the following Respondents: SERVICE REAL ESTATE, INC. ("SREI"), STEVE M ENLOW ("ENLOW"), individually and as designated officer of SREI, and BRYAN DEARDEN ("DEARDEN"), collectively "Respondents." Complainant, for cause of Accusation against Respondents, is informed and alleges in her official capacity as follows:

1. All references to the "Code" are to the California Business and Professions Code and all references to "Regulation" or "Regulations" are to Title 10, Chapter 6 of the California Code of Regulations.

**LICENSE HISTORY**

2. SREI has been licensed as a real estate corporation ("REC"), DRE real estate license identification number ("License ID") 02006675, from on or about May 18, 2016, to the present,

1 with SREI's license scheduled to expire on or about May 17, 2028, unless renewed. SREI has been  
2 licensed through the real estate broker ("REB") license of ENLOW, License ID 01368794, and  
3 ENLOW is SREI's designated officer ("D.O."). According to DRE records to date, SREI currently  
4 maintains one branch office, employs seven (7) broker associates, and 59 real estate salespersons,  
5 and maintains the fictitious business name ("dba") "Desert Sands Realty," licensed with the DRE.

6 3. ENLOW has been licensed as a REB, License ID 01368794, from on or about March  
7 17, 2008, to the present, with ENLOW's license scheduled to expire on or about March 16, 2028,  
8 unless renewed. ENLOW was previously licensed as a real estate salesperson ("RES") from on or  
9 about February 20, 2003, to on or about March 16, 2008.

10 4. DEARDEN has been licensed as a RES, License ID 01248386, from on or about  
11 October 31, 1998, through the present, with DEARDEN's license scheduled to expire on or about  
12 October 30, 2026, unless renewed. According to DRE records to date, DEARDEN has been retained  
13 by SREI, and his RES license has been affiliated with SREI's REC license, from on or about August  
14 21, 2017, through the present.

#### 15 **ACTIVITIES REQUIRING A REAL ESTATE LICENSE**

16 5. At all times alleged herein, in Riverside County, California, Respondents engaged in  
17 the performance of activities requiring a real estate license pursuant to Code section 10130, and  
18 acted, ordered, caused, authorized and/or participated in licensed activities for another or others for  
19 compensation or in expectation of compensation within the meaning of Code section 10131(a):  
20 selling or offering to sell, buying or offering to buy, soliciting prospective sellers or buyers of,  
21 soliciting or obtaining listings of, or negotiating the purchase or sale of real property. At all times  
22 alleged herein, SREI acted by and through ENLOW as its D.O. pursuant to Code Section 10159.2,  
23 and ENLOW was responsible for ensuring compliance with the Real Estate Law.

#### 24 **FACTS DISCOVERED BY DRE**

25 6. On or about April 15, 2025, the DRE received a complaint from K.V.<sup>1/</sup> against  
26 DEARDEN and ENLOW, alleging that DEARDEN acted as a dual agent, failed to provide K.V.

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

1 with a buyer-broker representation agreement, failed to provide K.V. with a fully executed copy of  
2 the California Residential Purchase Agreement or Request for Repair form, falsely represented that  
3 the home was painted in February 2025, DEARDEN patched and painted rooms of the property in  
4 an unprofessional manner and with mismatched paint, ENLOW made defamatory remarks about  
5 K.V. to at least one of K.V.'s coworkers.

6 7. Based on the DRE's investigation and documents obtained, the DRE discovered the  
7 following facts.

8 8. On or about January 31, 2025, SREI dba Desert Sands Realty (hereafter "DSR")  
9 entered into an exclusive Residential Listing Agreement ("RLA") with A.M., the trustee for the L.S.  
10 Revocable Trust ("Seller"), for the sale of residential property located at 47967 Joshua Court, in  
11 Palm Desert, California ("Joshua Property") for \$404,900.00. The Joshua Property was advertised  
12 through the California Regional Multiple Listing Service ("CRMLS") as a condominium that is part  
13 of the Corsican Villas, a gated community. DEARDEN signed the RLA as the agent of DSR. Under  
14 the terms of the RLA, paragraph 2, section K, titled "Additional Terms" stated: "Seller to pay Desert  
15 Sands Realty a 3% total commission if sold by Bryan Dearden. Or 2.5% to a [sic] outside buyer's  
16 agent, and 2.5% to Desert Sands Realty."

17 9. According to ENLOW, prior to K.V. making an offer to purchase the Joshua  
18 Property, K.V. was shown the property by DEARDEN. K.V. informed DEARDEN that she was a  
19 real estate agent, that she was purchasing the property for herself, did not want to pay her responsible  
20 broker a commission on the purchase, and asked DEARDEN to write the offer. Thereafter,  
21 DEARDEN wrote the offer in the form of a purchase agreement at K.V.'s chosen price, with no  
22 commission included.

23 10. On or about February 24, 2025:

24 a. K.V. ("Buyer") signed a California Residential Purchase Agreement and  
25 Joint Escrow Instructions ("RPA"), with an offer to purchase the Joshua Property for  
26 \$380,000.00. DEARDEN and DSR were listed in the RPA as both the Seller's Broker and  
27 the Buyer's Broker.

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1 (i) Under the terms of the RPA, Paragraph 3R, titled "Other Terms,"  
2 stated: Buyer is a licensed CA realtor. There will be no commissions paid to  
3 buyer."

4 b. DEARDEN signed the RPA on behalf of DSR as the Buyer's Broker and the  
5 Seller's Broker.

6 c. DEARDEN also signed documents titled "Disclosure Regarding Real Estate  
7 Agency Relationship" and "Possible Representation of More than one Buyer or Seller –  
8 Disclosure and Consent," on behalf of DSR as the Buyer's Broker and the Seller's Broker.

9 11. Neither DEARDEN nor any other employee of SREI and/or DSR executed a buyer-  
10 broker representation agreement with K.V. prior to or after the time that K.V. executed the RPA.

11 12. On or about February 25, 2025, A.M. signed the RPA, accepting K.V.'s offer.

12 13. On or about February 27, 2025, the following text message exchange between K.V.  
13 and DEARDEN occurred:

14 [K.V.:] I'm trying to line terminate [sic] and asbestos inspections up for  
15 early next week so will grab your schedule when I see you today.

16 [DEARDEN:] There is no asbestos in these units. You can do it but it will  
be a waste of money.

17 [K.V.:] Oh ok good to know. With the year built should I do lead or other?

18 [DEARDEN:] I own 2 units there and sold another. The expensive one on  
19 Date Palm that's for sale was mine. I would maybe do a termite, I personally  
would not do the others. But you are definitely welcome to.

20 14. On or about March 10 and 13, 2025, K.V. and A.M. signed Addendum No. 1 to the  
21 RPA, stating that escrow would close on or before March 14, 2025.

22 15. According to the Final Seller's Statement for the Joshua Property, escrow number  
23 LELQ2500113, escrow closed on or about March 14, 2025. DSR received a commission of  
24 \$11,400.00 from the Seller, which amounted to three percent (3%) of the sale price (\$380,000.00 x  
25 0.03) of the Joshua Property.

26 16. On or about March 16, 2025, the following text message exchange between K.V. and  
27 DEARDEN occurred, in relevant part:

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1 [DEARDEN:] I need your brokers name so I can have my broker contact  
2 them tomorrow. Thank you

3 [K.V.:] [Y]ou are the dual agent so that will be a waste of everyone's time.  
4 If you'd like I'm happy to just file a small claims suit against [A.M.] and I  
will report you to the DRE. You are my agent. I was not an agent on this  
deal. You know the rules Bryan.

5 17. According to K.V., as a result of K.V. filing a complaint with the DRE, ENLOW  
6 repeatedly contacted K.V.'s responsible broker and coworkers, speaking negatively about K.V.,  
7 causing K.V. to leave her employment with her responsible broker.

8 18. On or about July 10, 2025, Inland Asbestos Lab, hired by K.V., collected samples of  
9 materials from the Joshua Property and, after testing, confirmed the presence of asbestos in samples  
10 taken from the joint compound in a bedroom wall, a bathroom wall, and the heater closet wall.

11 19. According to ENLOW, DEARDEN never conducted an asbestos test on the Joshua  
12 Property.

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

14 20. In the course of the activities alleged above in Paragraph 5, and based on the facts  
15 discovered by the DRE, as alleged in Paragraphs 6 through 19 above, Respondents acted in violation  
16 of the Code and Regulations as follows.

17 **First Cause of Accusation Against SREI and DEARDEN:**

18 **Failure to Provide and Execute Buyer-Broker Representation Agreement**

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

21 22. Effective January 1, 2025, Civil Code section 1670.50 provides in relevant part:

22 (a) A buyer-broker representation agreement shall be executed between a  
23 buyer's agent and a buyer as soon as practicable, but no later than the  
execution of the buyer's offer to purchase real property.

24 (b) The buyer-broker representation agreement shall include, but not be  
25 limited to, terms related to all of the following:

26 (1) Compensation of the real estate broker.

27 (2) Services to be rendered.

28 (3) When compensation is due.

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1 (4) Contract termination.

2 [¶] . . . [¶]

3 (e) A person licensed pursuant to Division 4 (commencing with Section  
4 10000) of the Business and Professions Code who violates this section shall  
be deemed to have violated that person's licensing law.

5 (f) For the purposes of this section, "buyer-broker representation  
6 agreement" means the same as it is defined in subdivision (p) of Section  
2079.13.

7 23. Civil Code section 2079.13, subdivision (p), provides:

8 "buyer-broker representation agreement" means a written contract between  
9 a buyer of real property and a buyer's agent by which the buyer's agent has  
10 been authorized by the buyer to provide services set forth in subdivision (a)  
11 of Section 10131 of the Business and Professions Code for or on behalf of  
the buyer for which a real estate license is required pursuant to the terms of  
the contract.

12 24. DEARDEN's and SREI's acts and/or omissions in entering into a real estate agency  
13 relationship with K.V. to represent K.V. as the buyer's agent, by DEARDEN signing the RPA on  
14 behalf of DSR, on or about February 24, 2025, and K.V. also signing the RPA on or about February  
15 24, 2025, as an offer to purchase the Joshua Property, without DEARDEN and SREI preparing and  
16 executing a buyer-broker representation agreement, and without having K.V. execute the same, no  
17 later than February 24, 2025, or at any time, were in violation of **Civil Code section 1670.50**, and  
18 constitute cause under **Code sections 10177(d) and/or 10177(g)**.

19 **Second Cause of Accusation Against DEARDEN:**

20 **Negligent or Intentional Misrepresentation**

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

23 26. K.V. decided to hire DEARDEN and SREI as her agent to represent her as the  
24 buyer's broker, reasonably believing that DEARDEN and SREI as real estate licensees had  
25 specialized and professional competence, expertise, knowledge and skill in acting as a buyer's agent,  
26 and/or in a dual agency capacity, and K.V. justifiably relied on DEARDEN.

27 27. On or about February 27, 2025, when K.V. informed DEARDEN by text that she  
28 wanted to schedule an asbestos inspection for the Joshua Property, DEARDEN stated, "There is no

1 asbestos in these units,” and that, at the time, he owned two units and sold another within the same  
2 condominium complex as the Joshua Property.

3 28. DEARDEN’s representation that there was no asbestos in the Joshua Property was  
4 false. At the time DEARDEN made this representation, DEARDEN either knew it was false or had  
5 no reasonable grounds for believing the representation was true at the time he made it.

6 29. In expectation of compensation from the Seller in completing the sale of the Joshua  
7 Property, DEARDEN made the false representation about the absence of asbestos in the Joshua  
8 Property with the intention of inducing K.V. to act in reliance on the representation, or with the  
9 expectation that she would so act, so that K.V. would decide not to order an asbestos inspection  
10 prior to the close of escrow, and would proceed to the close of escrow without any request to modify  
11 the sales price.

12 30. In reliance on DEARDEN’s representations that he owned two units and sold another  
13 within the same condominium complex as the Joshua Property and that there was no asbestos in the  
14 units, K.V. decided not to order an asbestos inspection prior to the close of escrow, and proceeded  
15 to the close of escrow without any request to modify the sales price. Had K.V. known the true facts  
16 regarding the presence of asbestos in the Joshua Property and/or that DEARDEN either knew there  
17 was asbestos present in the Joshua Property or that DEARDEN had no reasonable grounds for  
18 knowing whether asbestos was present because he had never ordered an asbestos test for the  
19 property, K.V. would not have proceeded to the close of escrow on the Joshua Property without any  
20 request to modify the sales price.

21 31. DEARDEN’s acts and/or omissions in failing to disclose the true facts to K.V. that  
22 he either knew there was asbestos present in the Joshua Property or that he had no reasonable  
23 grounds for knowing whether asbestos was present, were in violation of **Code sections 10176(a),**  
24 **10176(i), and 10177(d) and/or 10177(g),** and constitute cause for the suspension or revocation of  
25 DEARDEN’s real estate licenses and license rights under the provisions of **Code sections 10176(a),**  
26 **10176(i), and 10177(d) and/or 10177(g).**

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1                                   **Third Cause of Accusation Against DEARDEN and SREI:**

2                                   **Negligence, Incompetence and/or Willful Disregard**

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

5           33.     The overall conduct of DEARDEN and SREI is violative of the Real Estate Law and  
6 constitutes cause for the suspension or revocation of the real estate licenses and license rights of  
7 DEARDEN and SREI under the provisions of **Code Section 10177(d)** for willful disregard of the  
8 Real Estate Law, and in the alternative, **Code Section 10177(g)** for negligence or incompetence in  
9 performing acts for which she is required to hold a license.

10                               **Fourth Cause of Accusation Against DEARDEN, ENLOW and SREI:**

11                               **Breaches of Fiduciary Duties**

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

14           35.     At all relevant times herein, while acting as real estate broker, salesperson, and agent  
15 of K.V. as the principal, DEARDEN, ENLOW and SREI owed K.V.. fiduciary duties, including,  
16 but not limited to the following: duty of reasonable care and skill; duty of good faith; duty of loyalty;  
17 duty of utmost care, integrity, honesty, and loyalty in dealings with K.V.; duty to investigate the  
18 material facts of the transaction, and refrain from transmitting information to the principal without  
19 either verifying the information or disclosing to the principal that the information has not been  
20 verified; duty to disclose reasonably obtainable material information; duty to obey the lawful  
21 instructions of the principal; duty to avoid conflicts of interest; duty of fullest disclosure of all  
22 material facts affecting K.V.'s rights and interests; duty not to disclose confidential information of  
23 or about the principal, unless authorized to do so; duty to act at all times in the best interests of K.V.  
24 to the exclusion of all other interests, including interests that could benefit DEARDEN, ENLOW,  
25 SREI or others.

26           36.     In the course of the activities described above in in Paragraph 5, and based on the  
27 facts discovered by the DRE, as alleged in Paragraphs 6 through 33 above, DEARDEN's, ENLOW's  
28 and SREI's acts and/or omissions constitute breaches of their fiduciary duties.

1           37.     DEARDEN's, ENLOW's and SREI's acts and/or omissions constitute a violation of  
2 their fiduciary duties, and **Civil Code sections 2079.13(a) and 2079.16**, and constitute cause for the  
3 suspension or revocation of DEARDEN's, ENLOW's and SREI's real estate licenses and license  
4 rights under the provisions of **and Code sections 10177(d) and/or 10177(g)**.

5                           **Fifth Cause of Accusation Against ENLOW:**

6                   **Responsibility of Corporate Officer in Charge; Inadequate Broker Supervision**

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

9           39.     Based on the allegations contained in in Paragraph 5, and based on the facts  
10 discovered by the DRE, as alleged in Paragraphs 6 through 37 above,, and the First through Fourth  
11 Causes of Accusation above, ENLOW, as the broker of record and D.O. of SREI, did not exercise  
12 adequate supervision and control over the real estate activities conducted on behalf of SREI by its  
13 employees and licensees to ensure compliance with the Real Estate Laws and Regulations. ENLOW  
14 failed to establish policies, rules and systems to review, oversee, inspect, and manage transactions.  
15 ENLOW's acts and/or omissions were in violation of **Code sections 10159.2 and Regulation 2725**  
16 **and** constitute cause to suspend or revoke the real estate licenses and license rights of ENLOW  
17 pursuant to **Code sections 10177(h), and 10177(d) and/or 10177(g)**.

18                           **COSTS**

19                           **(INVESTIGATION AND ENFORCEMENT COSTS)**

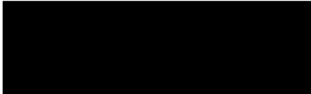
20           40.     **Code section 10106** provides, in pertinent part that in any order issued in resolution  
21 of a disciplinary proceeding before the DRE, the Commissioner may request the administrative law  
22 judge to direct a licensee found to have committed a violation of this part to pay a sum not to exceed  
23 the reasonable costs of investigation and enforcement of the case.

24           WHEREFORE, Complainant prays that a hearing be conducted on the allegations of this  
25 Accusation and that upon proof thereof, a decision be rendered imposing disciplinary action against  
26 all the licenses and license rights of Respondents SERVICE REAL ESTATE, INC., STEVE M  
27 ENLOW, and BRYAN DEARDEN under the Real Estate Law, for the costs of investigation and

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1 enforcement as permitted by law, and for such other and further relief as may be proper under other  
2 applicable provisions of law.

3 Dated at San Diego, California November 3, 2025.

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7 Veronica Kilpatrick  
Supervising Special Investigator

8 cc: SERVICE REAL ESTATE, INC.  
9 STEVE M ENLOW  
10 BRYAN DEARDEN  
Veronica Kilpatrick  
11 Sacto.  
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