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FILED
OCT 28 2026
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By [redacted]

DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

* * *

In the Matter of the Accusation against	No. H-43264 LA
STEPHEN S COOPER	**ACCUSATION**
Respondent.	

The Complainant, Ray Dagnino, a Supervising Special Investigator of the State of California, makes this Accusation in his official capacity, and for cause of Accusation against STEPHEN S COOPER f.k.a. Stephen Sidney Cooper (COOPER or Respondent) is informed and alleges as follows:

1.

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.

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DRE LICENSE HISTORY

(Respondent)

2.

According to Department of Real Estate (DRE) records to date and publicly accessible online (https://www2.dre.ca.gov/PublicASP/pplinfo.asp?License_id=01237958), COOPER is presently licensed and/or has license rights under the Real Estate Law as a real estate broker (REB), DRE license ID 01237958. COOPER was originally licensed by the DRE as a real estate salesperson (RES) on or about February 24, 1999 and as a REB on or about July 17, 2028. COOPER's mailing address of record is 1260 Newport Center Drive, Newport Beach, CA 92660 and his DRE license is presently affiliated with real estate corporation (REC) Dolce Vita Real Estate, Inc (DRE license ID 01008773) as its designated officer of record (D.O.).

3.

According to DRE records to date and publicly accessible at the aforementioned DRE webpage described above in Paragraph 2, COOPER's license will expire on July 17, 2028. Upon license expiration and pursuant to Code Section 10201, COOPER retains renewal rights, and pursuant to Code Section 10103, the DRE retains jurisdiction.

4.

(Global Luxury Group, Inc)

According to DRE records to date and publicly accessible online (https://www2.dre.ca.gov/PublicASP/pplinfo.asp?start=1), Global Luxury Group, Inc is not, and has never been, licensed by the DRE in any capacity.

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SECRETARY OF STATE HISTORY

(Global Luxury Group, Inc)

5.

According to certified records from the California Secretary of State (SOS) (certified on or about March 30, 2026), Global Luxury Group, Inc (GLG), Entity No. 4527761, filed Articles of Incorporation on or about November 4, 2019 with Stephen Cooper listed as its Agent for Service of Process, and 16185 Los Gatos Blvd., Ste. 205, Los Gatos, CA 95032 as both the principal and mailing address for GLG and as the address for the Agent for Service of Process.

6.

According to SOS records to date and publicly accessible online (https://bizfileonline.sos.ca.gov/search/business), GLG is presently in good standing with the SOS, but is suspended with respect to the Franchise Tax Board (FTB), where its standing is listed as "Not Good."

FACTS DISCOVERED BY THE DEPARTMENT

7.

At all times mentioned, in the State of California, COOPER was licensed as a REB and conducted licensed activities within the meaning of Code Section 10131[1] and

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[1] Pursuant to Code Section 10131 *Broker Defined*, "A real estate broker within this meaning of this part is a person who, for a compensation or in expectation of a compensation, regardless of the form or time of payment, does or negotiates to do one or more of the following acts for another or others: (a) Sells or offers to sell, buys or offers to buy, solicits prospective sellers or purchasers of, solicits or obtains listings of, or negotiates the purchase, sale or exchange of real property or a business opportunity. (b) Leases or rents or offers to lease or rent, or places for rent, or solicits listings of places for rent, or solicits for prospective tenants, or negotiates the sale, purchase or exchanges of leases on real property, or on a business opportunity, or collects rents from real property, or improvements thereon, or from business opportunities. (c) Assists or offers to assist in filing an application for the purchase or lease of, or in locating or entering upon, lands owned by the state or federal government. (d) Solicits borrowers or lenders for or negotiates loans or collects payments or performs services for borrowers or lenders or note owners in connection with loans secured directly or collaterally by liens on real property or on a business opportunity. (e) Sells or offers to sell, buys or offers to buy, or exchanges or offers to exchange a real property sales contract, or a promissory note secured directly or collaterally by a lien on real property or on a business opportunity, and performs services for the holders thereof."

performed real estate activities, which require a real estate license, while affiliated as a broker associate for RECs including, but not limited to: First Team Real Estate – Orange County (DRE license ID 01008773) from May 28, 2025 to April 9, 2026; Sunset Premier Partners Inc. (DRE license ID 01934115) from January 6, 2025 to January 8, 2025; Forward Beverly Hills Inc (DRE License ID 01428775) from April 3, 2023 to July 17, 2024; and eXp Realty of California, Inc. (DRE license ID 01878277) from March 30, 2021 to April 23, 2022.

8.

07-29-24 Complaint to the DRE

(Stephanie G./SG)

On or about July 29, 2024, Stephanie G. (SG) filed a complaint with the Department against COOPER (072924 Complaint). The 072924 Complaint alleged that COOPER represented that, "…He was looking for a licensed loan officer in the Los Angeles and Orange County territory. The marketing and referral system was to generate between 25-30 lender leads each month. There is a one time commitment retainer required of $10,000 to get the territory secured. It could be paid in 2 installments of $5,000.00 each. The retainer was guaranteed that if it didn't result in $30,000 of lender income, it would be refunded. The contract also stated that from signing the agreement and paying the retainer, all marketing services by Global Luxury Group would be performed and done in a timely fashion. I signed the contract and wired the initial $5,000 retainer on March 1st, 2024…"

9.

SG signed a service agreement with COOPER and paid a retainer that was refundable if SG did not generate $30,000.00 of lender income. According to SG, she was informed the required $10,000.00 could be paid in two (2) installments of $5,000.00 each. On March 1, 2024, SG signed a "Services Agreement" (030124 Agreement) and wired the initial $5,000.00 to COOPER/GLG.

10.

According to SG, upon subsequent discovery of inaccurate representations made by COOPER to her… "I contacted Stephen Cooper and requested my retained to be refunded as I did not want to be associated with him. He refused to issue refund end of March. I contacted him again on April 27, 2024 and asked again for my refund of $5,000 and he only asked to schedule a call but said his real estate license has nothing to do with this marketing agreement…"

11.

Included with the 072924 Complaint was a copy of a "Services Agreement" signed by SG as "Client" (Principal) and COOPER for GLG, effective March 1, 2024 that included the following language:

> "1. The Program. The Program involves an arm's length arrangement whereby **GLG** will conduct tele sales, client relationship development, prospect management and marketing services for purposes of generating loan origination customers ("**Services**") on behalf of the **Client**.
>
> Retainer. A retainer for services in the amount of $10,000 shall be paid to **GLG** by the **Client**. A retainer for services in the amount of $5,000.00 shall be paid to **GLG** by the **Client** at signing. Remainder of retainer for services in the amount of $5,000.00 shall be paid to GLG by the **Client** on **April 30, 2024**. All services rendered by **GLG** on behalf of **Client** shall be credited in favor of the **Client** until such time as the retainer for services is balance zero.
>
> First Savings Bank
>
> Global Luxury Group
>
> 1309 Coffeen Avenue, Suite 1200
>
> Sheridan, WY 82801

Routing Number: #########

Account Number 830042####

GLG GUARANTEE: In the event by December 31, 2024, **CLIENT** does not receive loan opportunities which result in CLIENT's ability to generate a minimum of $30,000 in lending fees, then GLG shall refund CLIENT's $10,000 retainer paid to GLG by CLIENT…"

12.

According to SG, when she did not receive any leads or referrals from GLG, she requested a refund of the initial $5,000.00. To date, COOPER has not refunded any amount to SG.

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13.

03-10-25 Complaint to the DRE

(Steven M./SM)

On or about March 10, 2025, Steven M. (SM) filed a complaint with the Department against COOPER (031025 Complaint). The 031025 Complaint alleged that, "Stephen Cooper…through his shell company, Global Luxury Group, he solicited me to pay $15,000 in exchange for real estate related services. No services were provided and the refused to refund the $15,000…"

14.

SM signed a service agreement with COOPER and paid a retainer that was refundable if SM did not generate $15,000.00 of lender income. On February 8, 2024, SM signed a "Services Agreement" (020824 Agreement) and on February 12, 2024, SM wired $15,000.00 to COOPER/GLG.

15.

Supplemental to the 031025 Complaint was a set of documents received from SM on or about July 16, 2025 related to his 020824 Agreement, including, but not limited to, demand letters for a refund of the retainer fee, and a copy of said Agreement, signed by SM as "Client" (Principal) and COOPER for GLG, effective February 8, 2024, that included the following language:

> "1. The Program. The Program involves an arm's length arrangement whereby GLG will conduct tele sales, client relationship development, prospect management and marketing services for purposes of generating loan origination customers ("Services") on behalf of the Client.
>
> 2. Retainer. A retainer for services in the amount of $15,000 shall be paid to GLG by the Client at signing. All services rendered by GLG on behalf of

Client shall be credited in favor of the Client until such time as the retainer for services is balance zero. **No Additional retainer or payment shall be paid to GLG by the Client.**

First Republic Bank

Global Luxury Group

30262 Crown Valley Parkway, Suite B234

Laguna Niguel, CA 92677

Routing Number: #########

Account Number 8000814####

3. **In the event by December 31, 2024, CLIENT does not receive loan opportunities which result in CLIENT's ability to generate a minimum of $15,000 in lending fees, GLG shall refund client's $15,000 paid to GLG…"**

16.

On or about April 2, 2024, SM sent a demand letter of the same date to COOPER/GLG to 30262 Crown Valley Parkway, Suite 234, Laguna Niguel, CA 92677 (Crown Valley address) for an immediate refund of his February 8, 2024 deposit of $15,000.00 to COOPER/GLG.

17.

On or about January 1, 2025, SM sent a demand letter of the same date to COOPER/GLG at the Crown Valley address regarding his February 8, 2024 deposit of $15,000.00 to COOPER/GLG. According to SM's letter, no loan opportunities were provided by GLG to Client (SM) before December 31, 2024; therefore, in light of Paragraph 3 of the Services Agreement (as described above in Paragraph 15), a refund of said $15,000.00 retainer paid to GLG must be made; included with SM's letter was a wire transfer instruction sheet with the necessary information to execute a wire transfer refund of the $15,000.00 to SM.

18.

On or about February 19, 2025, SM filed a claim and Order to Go to Small Claims Court against COOPER. Los Angeles County Case No. 25BHSC00440, regarding the 020824 Agreement, COOPER/GLG's failure to render the promised services, and COOPER/GLG's failure to respond to SM's demands for refund of the $15,000.00 retainer. A trial date was set for May 5, 2025.

19.

On or about March 10, 2025, SM filed a Complaint with the Internet Crime Complaint Center (IC3) against COOPER/GLG.

20.

On or about May 13, 2025, SM's employer, CrossCountry Mortgage, LLC (CCM) sent a cease and desist letter to COOPER/GLG to demand that they cease and desist from: soliciting or attempting to solicit CCM loan officers and employees for any business purpose; contacting CCM loan officers or other employees to encourage them to engage in business with GLG; and using any CCM confidential information.

21.

To date, COOPER has not refunded any amount to SM.

22.

Other Aggrieved Consumers

Included with SM's supplemental documents, as described above in Paragraph 15, was a set of signed statements from other, similarly situated consumers who, like SM and SG, paid COOPER/GLG for lead generation services related to real estate and mortgage contacts, but who have neither received delivery of the services promised by GLG nor a return of the refundable retainer amounts paid to GLG, as outlined by the operative Service Agreements signed by each.

23.

(H. David J.)

According to an undated letter signed by H. David J. (DJ), in or about July 2022, DJ/DJ's company (Preston Hollow Financial Services Inc.) paid COOPER/GLG $10,000 for referrals in Texas. About thirty (30) months subsequent to his $10,000 payment, DJ has received no leads. In his last correspondence with COOPER on January 31, 2025, DJ asked for a refund of his $10,000.00. To date, COOPER has neither communicated with DJ nor refunded any amount to DJ.

24.

(Don M./DM)

According to an April 22, 2025 statement signed by Don M. (DM) of Universal Capital Mortgage Corp, COOPER/GLG owe him $15,000 based on a contract he had with GLG that included a 100% refund clause. According to DM, upon default of the original contract, the parties executed an addendum to the original contract that included a personal guarantee by COOPER to extend the time of the agreement. Upon default of the addendum, DM deposited the check that was provided for the personal guarantee; when the check was returned as non-sufficient, DM sent a demand letter through his retained attorney. COOPER/GLG responded to DM's demand letter with a request to make monthly payments to repay the debt, at a proposed monthly payment amount of $500.00. According to DM, after two (2) payments, COOPER/GLG defaulted.

25.

As of the date of the statement, DM was seeking $12,500.00 from COOPER/GLG, as that is the maximum amount allowed in Orange County, at an upcoming court date (May 6, 2025).

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26.

(Alan M./AM)

According to an undated Consumer Complaint Against a Business/Company submitted by Alan M. (AM) to the California Attorney General against GLG, AM signed a contract with GLG on January 10, 2022 to acquire mortgage leads and wrote a check payable to GLG for $15,000. Upon receiving no leads, AM demanded a refund. According to AM's Complaint, he has received $5,500 back, has had no contact with COOPER since May 2024, and has filed a Small Claims case against COOPER.

27.

(Toni G./TG)

According to a April 3, 2025 statement signed by Toni G. (TG), TG and COOPER/GLG entered into an agreement on July 24, 2024 for GLG to provide TG with real estate and mortgage loan leads by June 30, 2025. Said agreement included a money back guarantee wherein GLG would refund TG their $10,000.00 retainer if TG did not receive loan opportunities resulting in at least $10,000.00 lending fees by June 30, 2025.

28.

According to TG, between July 24, 2024 and March 24, 2025, she received no introductions to realtors or any loan opportunities from COOPER or GLG. On January 17, 2025, TG sent a calendar link and an email to provide formal notice to COOPER of her intent to exercise the money-back guarantee. In their January 21, 2025 telephone call, COOPER acknowledged TG's refund request and indicated he would coordinate with Bruce Kowkabany to provide a refund timeline by January 31, 2025.

29.

Between January 2025 and March 17, 2025, TG was unsuccessful in receiving a refund or a refund timeline from COOPER/GLG. On March 17, 2025, COOPER emailed TG

that the money-back guarantee could not be discussed until June 30, 2025 and indicated he would perform only if TG removed a one-star review that she had posted online. On March 24, 2025, COOPER sent TG contact information for one (1) prospective client, who was non-responsive when TG attempted to communicate. By April 2, 2025, COOPER sent another email indicating that he would introduce TG to a realtor, but that he would not do so unless TG changed her one-star review to five (5) stars.

30.

To date, COOPER has neither communicated with TG nor refunded any amount to TG.

31.

DRE Correspondence with COOPER

On March 17, 2026,, the assigned DRE Special Investigator (SI) sent a letter (031726 letter) request to COOPER for information and documents regarding GLG, including, but not limited to the following inquiries:

(1) What specific real estate service does GLG provide?

(2) What service does GLG provide?

(3) How long has GLG been providing these services?

(4) Please provide all agreements that GLG signed in 2024.

32.

In his March 23, 2026 e-mail response COOPER stated that, "The company performs no real estate services and no real estate activities…The company conducts telephone sales and refers customers to licensed Realtors on a referral fee only basis. GLG is a brand name for a marketing company called Dolce Vita Real Estate, Inc., established on April 4, 2022. If recipient brokerage, through referral, represents a prospective client in the sale or purchase of property owned by the prospective client, then a percentage of the listing-side or buyer's side of

the final, gross real estate commission generated from the sale or purchase of the property is currently paid trough at close of escrow. The company is a referral only business and does not perform real estate activities…The Company has only signed referral fee agreements with real estate brokerages…please find enclosed the standard referral fee agreement which all real estate brokerages have signed with the Company…"

33.

Attached to COOPER's email was a copy of a "Referral Agreement" for Dolce Vita Real Estate, Inc. for referral of prospective clients to real estate brokerages. Included in COOPER's email is language that, per COOPER, serves "to further confirm our company does not perform real estate activities, a disclosure is made to the public which is provided below." Said disclosure states:

> "The Global Luxury Group makes introductions to experienced local third party real estate professionals listed on this website. These real estate professionals are affiliated with different and separate real estate brokerages. Global Luxury Group is not your agent, and will not be performing any real estate brokerage services on your behalf beyond introducing you to these qualified experienced real estate professionals."

34.

COOPER's responsive email did not include any copies of agreements signed by GLG in 2024, as requested by the SI's 031726 letter.

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APPLICABLE SECTIONS OF THE REAL ESTATE LAW

35.

"Advance Fee"

(Code Section 10026)

Pursuant to Code Section 10026 *"Advance Fee"*:

"(a) The term "advance fee," as used in this part, is a fee, regardless of the form, that is claimed, demanded, charged, received, or collected by a licensee for services requiring a license, or for a listing, as that term is defined in Section 10027, before fully completing the service the licensee contracted to perform or represented would be performed. Neither an advance fee nor the services to be performed shall be separated or divided into components for the purpose of avoiding the application of this division.

(b) For the purposes of this section, the term "advance fee" does not include: (1) "Security" as that term is used in Section 1950.5 of the Civil Code. (2) A "screening fee" as that term is used in Section 1950.6 of the Civil Code. (3) A fee that is claimed, demanded, charged, received, or collected for the purpose of advertising the sale, lease, or exchange of real estate, or of a business opportunity, in a newspaper of general circulation, any other written publication, or through electronic media comparable to any type of written publication, provided that the electronic media or the publication is not under the control or ownership of the broker. (4) A fee earned for a specific service under a "limited service" contract. For purposes of this section, a "limited service" contract is a written agreement for real estate services described in subdivision (a), (b), or (c) of Section 10131, and pursuant to which such services are promoted, advertised, or presented as stand-alone services, to be performed on a task-by task basis, and for which compensation is received as each separate, contracted-for task is completed. To qualify for this exclusion, all services performed pursuant to the contract must be described in subdivision (a), (b), or (c) of Section 10131.

(c) A contract between a real estate broker and a principal that requires payment of a commission to the broker after the contract is fully performed does not represent an agreement for an advance fee.

(d) This section does not exempt from regulation the charging or collecting of a fee under Section 1950.5 or 1950.6 of the Civil Code, but instead regulates fees that are not subject to those sections."

36.

"Listing"

(Code Section 10027)

Pursuant to Code Section 10027 *"Listing"*:

"The term "listing" as used in this part includes, but is not limited to:

(a) The name or a list of the names, of the owners, landlords, exchangers, or lessors, or the location or locations, of property, or of an interest in property, offered for rent, sale, lease, or exchange, which may include a listing agreement.

(b) The name, or a list of the names, or the location or locations at which prospective or potential purchasers, buyers, lessees, tenants, or exchangers of property may be found or contacted, which may include a listing agreement.

(c) An agreement by which a person who is engaged in the business of promoting the sale or lease of business opportunities or real estate agrees to render to an owner or lessee of the property any services, to promote the sale or lease of that property.

(d) An agreement by which a person who is engaged in the business of finding, locating, or promoting the sale or lease of business opportunities or real estate, agrees to circularize, notify, or refer real estate brokers or salespersons to the property that is offered for sale or lease."

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37.

Retention of Records

(Code Section 10148)

Pursuant to Code Section 10148 *Retention of Records – Chargeable Audits – Cost Recovery – Penalties for Unlawful Destruction of Records*:

"(a) A licensed real estate broker shall retain for three years copies of all listings, deposit receipts, cancelled checks, trust records, and other documents executed by him or her or obtained by him or her in connection with any transactions for which a real estate broker license is required. The retention period shall run from the date of the closing of the transaction or from the date of the listing if the transaction is not consummated. After notice, the books, accounts, and records shall be made available for examination, inspection, and copying by the commissioner or his or her designated representative during regular business hours; and shall, upon the appearance of sufficient cause, be subject to audit without further notice, except that the audit shall not be harassing in nature. This subdivision shall not be construed to require a licensed real estate broker to retain electronic messages of an ephemeral nature, as described in subdivision (d) of Section 1624 of the Civil Code.

(b) The commissioner shall charge a real estate broker for the cost of any audit, if the commissioner has found, in a final desist and refrain order issued under Section 10086 or in a final decision following a disciplinary hearing held in accordance with Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the Government Code that the broker has violated Section 10145 or a regulation or rule of the commissioner interpreting Section 10145.

(c) The bureau may suspend or revoke the license of any real estate broker, real estate salesperson , or corporation licensed as a real estate broker, if the real estate broker, real estate salesperson, or any director, officer, employee, or agent of the corporation licensed as a

real estate broker knowingly destroys, alters, conceals, mutilates, or falsifies any of the books, papers, writings, documents, or tangible objects that are required to be maintained by this section or that have been sought in connection with an investigation, audit, or examination of a real estate licensee by the commissioner."

38.

Grounds for Revocation or Suspension

(Code Section 10176)

Pursuant to Code Section 10176 *Grounds for Revocation or Suspension*:

"The commissioner may, upon his or her own motion, and shall, upon the verified complaint in writing of any person, investigate the actions of any person engaged in the business or acting in the capacity of a real estate licensee within this state, and he or she may temporarily suspend or permanently revoke a real estate licensee at any time where the licensee, while a real estate licensee, in performing or attempting to perform any of the acts within the scope of this chapter has been guilty of any of the following:

(a) Making any substantial misrepresentation...

(b) Making any false promise of a character likely to influence, persuade, or induce.

(c) A continued and flagrant course of misrepresentation or making of false promises through licensees.

(d) Acting for more than one party in a transaction without the knowledge or consent of all parties thereto.

(e) Commingling with his or her own money or property the money or other property of others which is received and held by him or her.

(f) Claiming, demanding, or receiving a fee, compensation, or commission under any exclusive agreement authorizing a licensee to perform any acts set forth in

Section 10131 for compensation or commission where the agreement does not contain a definite, specific date of final and complete termination.

(g) The claiming or taking by a licensee of any secret or undisclosed amount of compensation, commission, or profit or the failure of a licensee to reveal to the buyer or seller contracting with the licensee the full amount of the licensee's compensation, commission, or profit under any agreement authorizing the licensee to do any acts for which a license is required under this chapter for compensation or commission prior to or coincident with the signing of an agreement evidencing the meeting of the minds of the contracting parties, regardless of the form of the agreement, whether evidenced by documents in an escrow or by any other or different procedure.

(h) The use by a licensee of any provision, which allows the licensee an option to purchase, in an agreement with a buyer or seller that authorizes the licensee to sell, buy, or exchange real estate or a business opportunity for compensation or commission, except when the licensee, prior to or coincident with election to exercise the option to purchase, reveals in writing to the buyer or seller the full amount of the licensee's profit and obtains the written consent of the buyer or seller approving the amount of the profit.

(i) Any other conduct, whether of the same or of a different character than specified in this section, which constitutes fraud or dishonest dealing.

(j) Obtaining the signature of a prospective buyer to an agreement which provides that the prospective buyer shall either transact the purchasing, leasing, renting, or exchanging of a business opportunity property through the broker obtaining the signature, or pay a compensation to the broker if the property is purchased, leased, rented, or exchanged without the broker first

having obtained the written authorization of the owner of the property concerned to offer the property for sale, lease, exchange, or rent.

(k) Failing to disburse funds in accordance with a commitment to make a mortgage loan that is accepted by the applicant when the real estate broker represents to the applicant that the broker is either of the following:

(1) The lender.

(2) Authorized to issue the commitment on behalf of the lender or lenders in the mortgage loan transaction.

(l) Intentionally delaying the closing of a mortgage loan for the sole purpose of increasing interest, costs, fees, or charges payable by the borrower.

(m) Violating any section, division, or article of law which provides that a violation of that section, division, or article of law by a licensed person is a violation of that person's licensing law, if it occurs within the scope of that person's duties as a licensee."

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39.

Further Grounds for Disciplinary Action

(Code Section 10177 (selected portions))

Pursuant to Code Section 10177 *Further Grounds for Disciplinary Action* (selected portions):

"The commissioner may suspend or revoke the license of a real estate licensee, delay the renewal of a license of a real estate licensee, or deny the issuance of a license to an applicant, who has done any of the following:

. . .

(d) Willfully disregarded or violated the Real Estate Law (Part 1 (commencing with Section 10000)) or Chapter 1 (commencing with Section 11000) of Part 2 or the rules and regulations of the commissioner for the administration and enforcement of the Real Estate Law and Chapter 1 (commencing with Section 11000) of Part 2.

. . .

(g) Demonstrated negligence or incompetence in performing an act for which the officer, director, or person is required to hold a license.

(h) As a broker licensee, failed to exercise reasonable supervision over the activities of that licensee's salespersons, or, as the officer designated by a corporate broker licensee, failed to exercise reasonable supervision and control of the activities of the corporation for which a real estate license is required.

. . .

(j) Engaged in any other conduct, whether of the same or of a different character than specified in this section, that constitutes fraud or dishonest dealing…"

VIOLATIONS OF THE REAL ESTATE LAW – CAUSES FOR DISCIPLINE

40.

Complainant re-alleges and incorporates by reference the preceding paragraphs as set forth herein.

41.

FIRST CAUSE FOR DISCIPLINE

In the course of the activities described above, and based on the facts discovered by the Department, as described above, the acts and/or omissions of Respondent **STEPHEN S COOPER** are in violation of **Code Section 10177(j)**, and constitute cause for the suspension or revocation of all licenses, license rights and license endorsements of **COOPER** under the Real Estate Law.

COSTS

42.

Code Section 10106 provides, in pertinent part that in any order issued in resolution of a disciplinary proceeding before the Department, 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 all the licenses, license rights, and license endorsements of Respondent **STEPHEN S COOPER** under the Real Estate Law (Part l of Division 4 of the Business and Professions Code), and for such other and further relief as may be proper under other applicable provisions of law.

Dated at Los Angeles, California: 10/27/2026

[redacted]

cc: Stephen S. Cooper
R. Dagnino
Sacto.