

1 DEPARTMENT OF REAL ESTATE
2 P. O. Box 187000
3 Sacramento, CA 95818-7000
4 Telephone: (916) 227-0789

FILED
APR 30 2004

DEPARTMENT OF REAL ESTATE

By Kathleen Contreras

8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of)
12 MICHEAL GENE JENNINGS and,) NO. H-1614 FR
13 MARVIN LEE SMITH)
14 Respondents.) STIPULATION AND AGREEMENT
15)

16 It is hereby stipulated by and between MARVIN LEE
17 SMITH (hereafter Respondent), represented by Russell G.
18 VanRozeboom, Attorney at Law, Caswell, Bell & Hillison LLP, and
19 the Complainant, acting by and through Deidre L. Johnson,
20 Counsel for the Department of Real Estate, as follows for the
21 purpose of settling and disposing of the Accusation filed on
22 August 27, 2003, in this matter:

23 1. All issues which were to be contested and all
24 evidence which was to be presented by Complainant and Respondent
25 at a formal hearing on the Accusation, which hearing was to be
26 held in accordance with the provisions of the Administrative
27 Procedures Act (APA), shall instead and in place thereof be

1 submitted solely on the basis of the provisions of this
2 Stipulation and Agreement.

3 2. Respondent has received, read and understands the
4 Statement to Respondent, and the Discovery Provisions of the APA
5 filed by the Department of Real Estate in this proceeding.

6 3. On September 15, 2003, Respondent filed his Notice
7 of Defense pursuant to Section 11505 of the Government Code for
8 the purpose of requesting a hearing on the allegations in the
9 Accusation. Respondent hereby freely and voluntarily withdraws
10 said Notice of Defense. Respondent acknowledges that he
11 understands that by withdrawing said Notice of Defense he will
12 thereby waive his rights to require the Commissioner to prove the
13 allegations in the Accusation at a contested hearing held in
14 accordance with the provisions of the APA, and that he will waive
15 other rights afforded to him in connection with the hearing such
16 as the right to present evidence in defense of the allegations in
17 the Accusation and the right to cross-examine witnesses.

18 4. Respondent, pursuant to the limitations set forth
19 below, hereby admits that the factual allegations in Paragraphs I
20 through IV of the Accusation filed in this proceeding are true
21 and correct, and the Real Estate Commissioner shall not be
22 required to provide further evidence of such allegations.

23 5. Without admitting the truth of the allegations as
24 to him contained in the remaining paragraphs of the Accusation,
25 Respondent stipulates that he will not interpose a defense
26 thereto. This Stipulation is based on the factual allegations as
27 to Respondent contained in the Accusation. In the interests of

1 expedience and economy, Respondent chooses not to contest these
2 allegations, but to remain silent and understands that, as a
3 result thereof, these factual allegations, without being admitted
4 or denied, will serve as the basis for the disciplinary action
5 stipulated to herein. The Real Estate Commissioner shall not be
6 required to provide further evidence to prove said factual
7 allegations. This stipulation shall not be admissible as any
8 admission of Respondent in any subsequent civil or criminal
9 proceeding.

10 6. It is understood by the parties that the Real
11 Estate Commissioner may adopt the Stipulation and Agreement as
12 the decision in this matter thereby imposing the penalty and
13 sanctions on the real estate license and license rights of
14 Respondent as set forth in the below "Order". In the event that
15 the Commissioner in his/her discretion does not adopt the
16 Stipulation and Agreement, it shall be void and of no effect, and
17 Respondent shall retain the rights to a hearing and proceeding on
18 the Accusation under all the provisions of the APA and shall not
19 be bound by any admission or waiver made herein.

20 7. The Order or any subsequent order of the Real
21 Estate Commissioner made pursuant to this Stipulation and
22 Agreement shall not constitute an estoppel, merger or bar to any
23 further administrative or civil proceedings by the Department of
24 Real Estate with respect to any matters which were not
25 specifically alleged to be causes for accusation in this
26 proceeding.

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1 DETERMINATION OF ISSUES

2 By reason of the foregoing stipulations, admissions and
3 waivers, and solely for the purpose of settlement of the pending
4 Accusation without a hearing, it is stipulated and agreed that
5 the following determination of issues shall be made:

6 The acts and/or omissions of Respondent MARVIN LEE
7 SMITH as stipulated above constitute grounds for disciplinary
8 action against the real estate license(s) and license rights of
9 Respondent under the provisions of Section 10137 of the
10 California Business and Professions Code.

11 ORDER

12 All real estate license(s) and license rights of
13 Respondent MARVIN LEE SMITH shall be suspended for a period of
14 ninety (90) days from the effective date of the Decision;
15 provided, however, that sixty (60) days of said suspension are
16 stayed for a period of two (2) years upon the following terms and
17 conditions:

18 A. Respondent shall obey all laws, rules and
19 regulations governing the rights, duties and responsibilities of
20 a real estate licensee in the State of California; and

21 B. That no final subsequent determination be made,
22 after hearing or upon stipulation, that cause for disciplinary
23 action against the license of Respondent occurred within two (2)
24 years from the effective date of the Decision. Should such a
25 determination be made, the Commissioner may, in his/her
26 discretion, vacate and set aside the stay order and reimpose all
27 or a portion of the stayed suspension. Should no such

1 determination be made, the stay imposed herein shall become
2 permanent.

3 C. If Respondent petitions the Department in writing
4 pursuant to Section 10175.2 of the Code prior to the effective
5 date of the Decision, the remaining thirty (30) days of said
6 suspension shall be stayed upon the following conditions:

- 7 (1) Respondent shall pay a monetary penalty pursuant
8 to Section 10175.2 of the Code at the rate of
9 \$100.00 for each day of the remaining 30 days of
10 suspension, for a total maximum monetary penalty
11 of \$3,000.00.
- 12 (2) Said payment shall be in the form of a cashier's
13 check or certified check made payable to the
14 Recovery Account of the Real Estate Fund. Said
15 check must be received by the Department prior to
16 the effective date of the Decision in this matter.
- 17 (3) No further cause for disciplinary action against
18 the real estate license of Respondent occurs
19 within two (2) years from the effective date of
20 the Decision in this matter.
- 21 (4) If Respondent fails to pay the monetary penalty
22 in accordance with the terms and conditions of
23 the Decision, the Commissioner may, without a
24 hearing, order the immediate execution of all or
25 any part of the stayed suspension, in which
26 event, Respondent shall not be entitled to any
27 repayment nor credit, prorated or otherwise,

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for money paid to the Department under the terms of this Decision.

(5) If Respondent pays the monetary penalty and if no further cause for disciplinary action against the real estate license of Respondent occurs within two (2) years from the effective date of the Decision, the stay hereby granted in this subparagraph C shall become permanent.

DATED: February 10, 2004

Deidre L. Johnson
DEIDRE L. JOHNSON
Counsel for the Complainant

* * *

I have read the Stipulation and Agreement, have discussed it with my counsel, and its terms are understood by me and are agreeable and acceptable to me. I understand that I am waiving rights given to me by the California Administrative Procedure Act, and I willingly, intelligently and voluntarily waive those rights, including the right of requiring the Commissioner to prove the allegations in the Accusation at a hearing at which I would have the right to cross-examine witnesses against me and to present evidence in defense and mitigation of the charges.


DATED: 2.2.04

Marvin Lee Smith
MARVIN LEE SMITH
Respondent

1 APPROVED AS TO FORM:

2

3 DATED: 2/2/2004


RUSSELL G. JANROZEBOOM
Attorney for Respondent

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* * *

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8 The foregoing Stipulation and Agreement is hereby
9 adopted as my Decision and shall become effective at 12 o'clock
10 noon on May 20, 2004.

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11

IT IS SO ORDERED March 19, 2004.

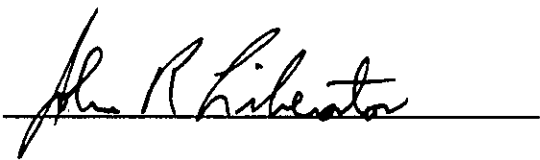
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JOHN R. LIBERATOR
Acting Real Estate Commissioner

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FILED
APR 30 2004

DEPARTMENT OF REAL ESTATE
By Kathleen Contreras

BEFORE THE
DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of)
MICHEAL GENE JENNINGS,) NO. H-1614 FR
MARVIN LEE SMITH,)
Respondents.)

ORDER ACCEPTING VOLUNTARY SURRENDER

On August 27, 2003, an Accusation was filed in this matter.

By Declaration signed January 29, 2004, Respondent MICHEAL GENE JENNINGS through his Attorney Robert D. Hoppe petitioned the Commissioner to voluntarily surrender his real estate license(s) pursuant to Section 10100.2 of the Business and Professions Code.

IT IS HEREBY ORDERED that the petition of Respondent MICHEAL GENE JENNINGS for the voluntary surrender of his real estate license(s) is accepted as of the effective date of this Order as set forth below, based upon the understanding and

1 agreement expressed in the Declaration of MICHEAL GENE JENNINGS
2 dated January 29, 2004 (attached hereto as Exhibit "A").

3 This Order shall become effective at 12 o'clock noon
4 on May 20, 2004.

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6 DATED: March 19, 2004.

7 JOHN R. LIBERATOR
8 Acting Real Estate Commissioner

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BEFORE THE
DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of)
MICHEAL GENE JENNINGS, et al.,) NO. H-1614 FR
Respondents.)

DECLARATION

My name is MICHEAL GENE JENNINGS and I am currently licensed as a real estate salesperson, and/or have license rights with respect to said license. I am representing myself and I am one of the Respondents in the above-entitled matter.

In lieu of proceeding in this matter in accordance with the provisions of the Administrative Procedure Act (Sections 11400 et seq., of the Government Code) I wish to voluntarily surrender my real estate license(s) issued by the Department of Real Estate ("Department"), pursuant to Business and Professions

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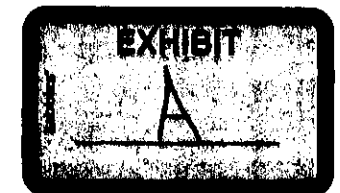


1 Code Section 10100.2. The filing of this Declaration shall not
2 constitute an admission for any purpose.

3 I understand that, by so voluntarily surrendering my
4 license, it can only be reinstated in accordance with the
5 provisions of Section 11522 of the Government Code. I also
6 understand that by so voluntarily surrendering my license, I
7 agree to the following:

8 The filing of this Declaration shall be deemed as my
9 petition for voluntary surrender. It shall also be deemed to be
10 an understanding and agreement by me that I waive all rights I
11 have to require the Commissioner to prove the allegations
12 contained in the Accusation filed in this matter at a hearing
13 held in accordance with the provisions of the Administrative
14 Procedures Act (Government Code Sections 11400 et seq.), and that
15 I also waive other rights afforded to me in connection with the
16 hearing such as the right to discovery, the right to present
17 evidence in defense of the allegations in the Accusation, and the
18 right to cross examine witnesses. I further agree that upon
19 acceptance by the Commissioner, as evidenced by an appropriate
20 order, all affidavits and all relevant evidence obtained by the
21 Department in this matter prior to the Commissioner's acceptance,
22 and all allegations contained in the Accusation filed in the
23 Department Case No. H-1614 FR may be considered by the Department
24 to be true and correct for the purpose of deciding whether or not
25 to grant reinstatement of my license pursuant to Government Code
26 Section 11522.

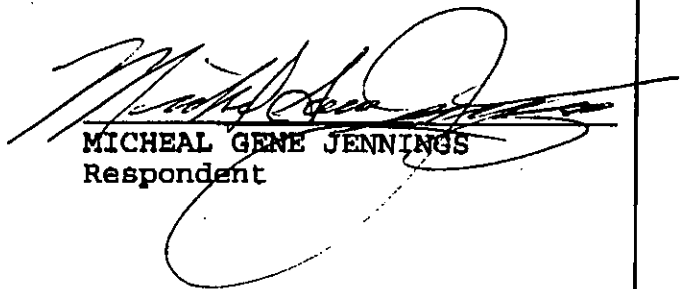
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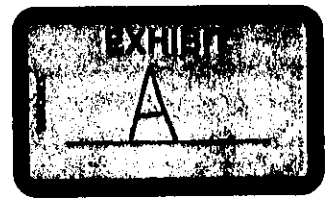


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I declare under penalty of perjury under the laws of the State of California that the above is true and correct, and that I freely and voluntarily surrender my license and all license rights attached thereto.

DATED: 1-29-04


MICHEAL GENE JENNINGS
Respondent



FILED
JAN 13 2004

**BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA**

DEPARTMENT OF REAL ESTATE
Kathleen Centenas

In the Matter of the Accusation of

MICHEAL GENE JENNINGS, and
MARVIN LEE SMITH,

}

Case No. H-1614 FR

OAH No. N-2003100703

Respondents

NOTICE OF HEARING ON ACCUSATION

To the above named respondents:

You are hereby notified that a hearing will be held before the Department of Real Estate at

**THE STATE BUILDING
2550 MARIPOSA MALL, ROOM 1027
FRESNO, CALIFORNIA 93721**

on **FEBRUARY 3, 2004, beginning at the hour of 9:00 AM; and ROOM 1038 on FEBRUARY 4, 2004, beginning at the hour of 9:00 AM**, or as soon thereafter as the matter can be heard, upon the Accusation served upon you. If you object to the place of hearing, you must notify the presiding administrative law judge of the Office of Administrative Hearings within ten (10) days after this notice is served on you. Failure to notify the presiding administrative law judge within ten days will deprive you of a change in the place of the hearing.

You may be present at the hearing. You have the right to be represented by an attorney at your own expense. You are not entitled to the appointment of an attorney to represent you at public expense. You are entitled to represent yourself without legal counsel. If you are not present in person nor represented by counsel at the hearing, the Department may take disciplinary action against you based upon any express admission or other evidence including affidavits, without any notice to you.

You may present any relevant evidence and will be given full opportunity to cross-examine all witnesses testifying against you. You are entitled to the issuance of subpoenas to compel the attendance of witnesses and the production of books, documents or other things by applying to the Department of Real Estate.

The hearing shall be conducted in the English language. If you want to offer the testimony of any witness who does not proficiently speak the English language, you must provide your own interpreter and pay his or her costs. The interpreter must be certified in accordance with Sections 11435.30 and 11435.55 of the Government Code.

DEPARTMENT OF REAL ESTATE

Dated: JANUARY 13, 2004

By *Deidre L. Johnson*
DEIDRE L. JOHNSON, Counsel

1 DEIDRE L. JOHNSON, Counsel
SBN 66322
2 Department of Real Estate
P. O. Box 187000
3 Sacramento, CA 95818-7000
4 Telephone: (916) 227-0789

FILED
AUG 27 2003

DEPARTMENT OF REAL ESTATE

By *Kathleen Conteras*

8 BEFORE THE
9 DEPARTMENT OF REAL ESTATE
10 STATE OF CALIFORNIA

11 * * *

12 In the Matter of the Accusation of)
13 MICHEAL GENE JENNINGS, and) NO. H-1614 FR
14 MARVIN LEE SMITH,) ACCUSATION
15 Respondents.)
16)

17 The Complainant, JOHN SWEENEY, a Deputy Real Estate
18 Commissioner of the State of California, for causes of Accusation
19 against MICHEAL GENE JENNINGS and MARVIN LEE SMITH, is informed
20 and alleges as follows:

21 PRELIMINARY ALLEGATIONS

22 I

23 Respondents MICHEAL GENE JENNINGS and MARVIN LEE SMITH
24 (hereafter Respondents) are presently licensed and/or have
25 license rights under the Real Estate Law, Part 1 of Division 4
26 of the California Business and Professions Code (hereafter the
27 Code).

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II

The Complainant, JOHN SWEENEY, a Deputy Real Estate Commissioner of the State of California, makes this Accusation against Respondents in his official capacity and not otherwise.

III

At all times herein mentioned, Respondent MARVIN LEE SMITH (hereafter SMITH) was and is licensed by the Department of Real Estate (hereafter the Department) as a real estate broker, individually and doing business as BURGESS/SMITH DEVELOPMENT GROUP.

IV

At all times herein mentioned, Respondent MICHEAL GENE JENNINGS (hereafter JENNINGS) was and is licensed by the Department as a real estate salesperson. At no time herein mentioned was JENNINGS licensed in the employ of SMITH for activities for which a real estate license is required. At no time herein was Respondent JENNINGS licensed as a real estate broker individually or under any fictitious business name.

V

At all times herein mentioned, Respondent JENNINGS engaged in the business of, acted in the capacity of, advertised or assumed to act as:

- (a) A real estate licensee within the State of California, for or in expectation of compensation, including the operation and conduct of a real property sales business with the public wherein buyers and sellers were solicited, and sales and purchases of real property were negotiated and consummated; and/or

1 (b) A "finder" or "consultant" within the State of
2 California, for or in expectation of compensation, including
3 the operation and conduct of a referral business with the public
4 wherein buyers and sellers of real property were located and
5 introduced to each other.

6 FIRST CAUSE OF ACTION
7 (JENNINGS AND SMITH)

8 VI

9 Prior to June 8, 2000, Respondent JENNINGS solicited
10 business from an investor, Edward Barry (hereafter Buyer) and agreed
11 to represent Buyer to arrange referrals for, and/or to negotiate
12 various purchases of real estate for Buyer's investment purposes.

13 VII

14 On or about June 8, 2000, Respondent became associated
15 with or employed by licensed real estate broker Deana Wells Oliver,
16 doing business as New Millennium Properties (hereafter Broker).

17 VIII

18 The written association agreement between Broker and
19 Respondent, dated June 8, 2000, provided for payment of
20 compensation in all transactions for which a real estate license
21 is required from Broker to Respondent JENNINGS as required by the
22 Real Estate Law. The agreement provided that Respondent would
23 be paid a contractual share of 85% of commissions received by
24 Broker. It further provided that commissions would be paid to
25 JENNINGS upon Broker's receipt and review of the completed
26 transaction file. JENNINGS further agreed to keep Broker
27 "completely apprised of all current dealings and transactions."

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IX

Subsequent to June 8, 2000, Respondent JENNINGS performed activities on behalf of Broker for which a real estate license is required, for or in expectation of compensation.

X

Prior to June 8, 2000, Respondent JENNINGS had solicited and negotiated a real estate investment opportunity on behalf of Buyer, for or in expectation of compensation, with a real estate agent representing Respondent SMITH's company. The negotiations concerned a commercial real property located at 465 W. Shaw Avenue, Clovis, California, owned by Beryle Floyd and Dorothy Marie Burns Trust (hereafter Sellers). Respondent JENNINGS had negotiated a "referral fee" of 2% of the sale price of \$350,000.00 in any such transaction (\$7,000.00). Prior to June 8, 2000, negotiations had terminated.

XI

On or about June 20, 2000, Respondent JENNINGS contacted Respondent SMITH's company again with respect to Sellers' Shaw Avenue property described above. JENNINGS represented that he was now licensed with an employing broker, and that Buyer was interested in making an offer on Sellers' Shaw Avenue property. JENNINGS represented that he wanted to negotiate an offer on behalf of Buyer, and to increase his compensation in the transaction.

XII

The parties thereafter negotiated terms of sale. Respondent JENNINGS represented to Sellers that Buyer would offer

1 to increase the purchase price to cover the increased compensation
2 to JENNINGS, and that Buyer would agree to be "represented by"
3 Respondent SMITH in the transaction. In the final contract, from
4 an increased purchase price of \$360,000.00, Sellers agreed to pay
5 \$31,000.00 in total compensation to Respondent SMITH. By separate
6 agreement, and without the knowledge or consent of Buyer, Respondent
7 SMITH agreed to pay Respondent JENNINGS the sum of \$17,000.00.

8 XIII

9 Escrow was opened at First American Title Company. On
10 or about August 30, 2000, escrow closed. Respondent JENNINGS
11 demanded, charged, and collected a "consulting fee" fee in the
12 sum of \$17,000.00 from Respondent SMITH's gross commission,
13 payable directly to JENNINGS from escrow, without the knowledge,
14 consent or authorization of Broker. Respondent failed to report
15 the Shaw Avenue transaction to Broker, failed to deliver a
16 completed transaction file to her, failed to deliver the above
17 fee to Broker, and deprived Broker of her contractual share of
18 compensation in the transaction.

19 XIV

20 At no time prior to close of escrow did Respondent
21 JENNINGS disclose to Buyer that JENNINGS intended to and did
22 increase the purchase price to increase compensation for JENNINGS,
23 and intended to and did charge Sellers for compensation in the
24 sum of \$17,000.00, or any sum. At no time prior to close of
25 escrow did JENNINGS disclose to Buyer the full amount of his
26 compensation. Respondent JENNINGS was so compensated without the
27 knowledge, consent, or authorization of Buyer.

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XV

At no time prior to close of escrow did Respondent SMITH, acting as an apparent dual agent on behalf of both Seller and Buyer, disclose to Buyer that SMITH agreed to and did pay JENNINGS the sum of \$17,000.00 or any sum.

XVI

By reason of the above acts and/or omissions, Respondent JENNINGS assumed to act as a real estate broker in violation of Section 10130 of the Code. The acts and/or omissions of Respondent JENNINGS as set forth above constitute his employment by, and/or acceptance of compensation from someone other than the broker under whom he was then licensed, and constitute cause under Sections 10137 and 10177(d) of the Code for the suspension or revocation of all license(s) and license rights of Respondent JENNINGS under the Real Estate Law.

XVII

The acts and/or omissions of Respondent JENNINGS as set forth above constitute the claiming or taking of secret or undisclosed compensation, commission or profit, and/or Respondent JENNING's failure to reveal to his employer the full amount of such compensation, and constitute cause under Section 10176(g) of the Code for the suspension or revocation of all license(s) and license rights of Respondent JENNINGS under the Real Estate Law.

XVIII

The acts and/or omissions of Respondent SMITH set forth above constitute Respondent SMITH's payment of compensation for which a real estate license is required to someone other than a

1 licensed real estate broker, and constitute cause under Section
2 10137 of the Code for the suspension or revocation of all
3 license(s) and license rights of Respondent SMITH under the Real
4 Estate Law.

5 XIX

6 The acts and/or omissions of Respondents JENNINGS and
7 SMITH set forth above constitute misrepresentation, fraud or
8 dishonest dealing, and/or negligence, and constitute cause under
9 Sections 10176(a), 10176(i), and/or 10177(g) of the Code for the
10 suspension or revocation of all license(s) and license rights of
11 Respondents JENNINGS and SMITH under the Real Estate Law.

12 SECOND CAUSE OF ACTION
13 (JENNINGS)

14 XX

15 On or about October 1, 2000, Respondent JENNINGS
16 solicited and negotiated a real estate investment opportunity on
17 behalf of Buyer, for or in expectation of compensation, to
18 purchase commercial real property located at 5054-5092 N. Academy
19 Street, Clovis, California, owned by Beal Properties Inc.
(hereafter Seller).

20 XXI

21 On or about October 11, 2000, escrow was opened at
22 First American Title Company. Respondent negotiated and prepared
23 or caused to be prepared Escrow Instructions dated October 11,
24 2000, constituting the written contract of the parties, and
25 providing that Buyer would purchase the property for \$950,000.00
26 on stated terms and conditions. The contract did not provide for
27 payment of compensation to Respondent JENNINGS.

1 XXII

2 Respondent negotiated a separate agreement, without
3 the knowledge or consent of Buyer, wherein Seller agreed to pay
4 Respondent JENNINGS, doing business as "M.G. JENNINGS &
5 ASSOCIATES," the sum of \$25,000.00 as a "consulting fee."

6 XXIII

7 Escrow closed in the above transaction on or about
8 October 19, 2000. Respondent JENNINGS demanded, charged, and
9 collected a "consulting fee" fee in the sum of \$25,000.00 from
10 Seller, payable directly to JENNINGS from escrow, without the
11 knowledge, consent or authorization of Broker. Respondent failed
12 to report the Academy Street transaction to Broker, failed to
13 deliver a completed transaction file to her, failed to deliver
14 the above fee to Broker, and deprived Broker of her contractual
15 share of compensation in the transaction.

16 XXIV

17 At no time prior to close of escrow did Respondent
18 JENNINGS disclose to Buyer that JENNINGS intended to and did
19 unilaterally charge the Seller compensation in the sum of
20 \$25,000.00, or any sum. At no time prior to close of escrow did
21 JENNINGS disclose to Buyer the full amount of his compensation.
22 Respondent JENNINGS was so compensated without the knowledge,
23 consent or authorization of Buyer.

24 XXV

25 Respondent JENNINGS charged Buyer the sum of \$39,000.00
26 as his compensation in the Academy Street transaction. Buyer
27 later learned that Respondent was paid by Seller as alleged herein.

1 XXVI

2 By reason of the above acts and/or omissions,
3 Respondent JENNINGS assumed to act as a real estate broker in
4 violation of Section 10130 of the Code. The acts and/or
5 omissions of Respondent JENNINGS as set forth above constitute
6 Respondent JENNINGS's employment by, and/or acceptance of
7 compensation from someone other than the broker under whom he
8 was then licensed, and constitute cause under Sections 10137 and
9 10177(d) of the Code for the suspension or revocation of all
10 license(s) and license rights of Respondent under the Real Estate
11 Law.

12 XXVII

13 The acts and/or omissions of Respondent JENNINGS as
14 set forth above constitute the claiming or taking of secret or
15 undisclosed compensation, commission or profit, and/or Respondent
16 JENNING's failure to reveal to his employer the full amount of
17 such compensation, and constitute cause under Section 10176(g)
18 of the Code for the suspension or revocation of all license(s)
19 and license rights of Respondent JENNINGS under the Real Estate
20 Law.

21 XXVIII

22 The acts and/or omissions of Respondent JENNINGS as
23 set forth above constitute misrepresentation, fraud or dishonest
24 dealing, and/or negligence, and constitute cause under Sections
25 10176(a), 10176(i), and/or 10177(g) of the Code for the
26 suspension or revocation of all license(s) and license rights
27 of Respondent JENNINGS under the Real Estate Law.

1 WHEREFORE, Complainant prays that a hearing be
2 conducted on the allegations of this Accusation and that upon
3 proof thereof a decision be rendered imposing disciplinary action
4 against all license(s) and license rights of Respondents under
5 the Real Estate Law (Part 1 of Division 4 of the Business and
6 Professions Code), and for such other and further relief as may
7 be proper under other provisions of law.

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11 
12 JOHN SWEENEY
13 Deputy Real Estate Commissioner

14 Dated at Fresno, California,
15 this 8th day of July, 2003.