

FILED
SEP 08 2005

DEPARTMENT OF REAL ESTATE

By *Carrie Shaver*

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BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of)	No. H-1751 FR
)	
PREMIER VALLEY INC., A)	<u>STIPULATION AND</u>
CALIFORNIA CORPORATION, and)	<u>AGREEMENT</u>
LARRY ALVES MATOS,)	
)	
Respondents.)	

It is hereby stipulated by and between PREMIER VALLEY INC., A CALIFORNIA CORPORATION, and LARRY ALVES MATOS (hereafter Respondents) and their attorney J. Anne Rawlins, and the Complainant, acting by and through Truly Sughrue, Counsel for the Department of Real Estate, as follows for the purpose of settling and disposing the Accusation filed on February 15, 2005 in this matter:

1. All issues which were to be contested and all evidence which was to be presented by Complainant and Respondents at a formal hearing on the Accusation, which hearing was to be held in accordance with the provisions of the Administrative Procedure 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. Respondents have received, read and understand 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 February 25, 2005, Respondents filed a Notice of
7 Defense pursuant to Section 11505 of the Government Code for the
8 purpose of requesting a hearing on the allegations in the
9 Accusation. Respondents hereby freely and voluntarily withdraws
10 said Notice of Defense. Respondents acknowledges that they
11 understand that by withdrawing said Notice of Defense they will
12 thereby waive their rights to require the Commissioner to prove
13 the allegations in the Accusation at a contested hearing held in
14 accordance with the provisions of the APA, and that they will
15 waive other rights afforded to them in connection with the
16 hearing such as the right to present evidence in defense of the
17 allegations in the Accusation and the right to cross-examine
18 witnesses.

19 4. Respondents, pursuant to the limitations set forth
20 below, hereby admit that the factual allegations pertaining to
21 them in Paragraphs I through VI of the Accusation filed in this
22 proceeding are true and correct and the Real Estate Commissioner
23 shall not be required to provide further evidence of such
24 allegations.

25 5. Without admitting the truth of the allegations
26 contained in the remaining paragraphs of the Accusation,
27 Respondents stipulate that they will not interpose a defense

1 thereto. This Stipulation is based on the factual allegations
2 contained in the Accusation. In the interests of expedience and
3 economy, Respondents choose not to contest the allegations, but
4 to remain silent, and understand that, as a result thereof, these
5 factual allegations, without being admitted or denied, will serve
6 as a basis for the disciplinary action stipulated to herein. The
7 Real Estate Commissioner shall not be required to provide further
8 evidence to prove said factual allegations.

9 6. The Order or any subsequent Order of the Real
10 Estate Commissioner made pursuant to this Stipulation and
11 Agreement shall not constitute an estoppel, merger or bar to any
12 further administrative or civil proceedings by the Department of
13 Real Estate with respect to any matters which were not
14 specifically alleged to be causes for accusation in this
15 proceeding.

16 7. Respondents understand that by agreeing to this
17 Stipulation and Agreement, Respondents agrees to pay, pursuant
18 to Section 10148 of the California Business and Professions
19 Code, the cost of the audit which resulted in the determination
20 that Respondents committed the trust fund violation(s) found in
21 Paragraph I, below, of the Determination of Issues. The amount
22 of said costs is \$14,932.38.

23 8. Respondents further understand that by agreeing
24 to this Stipulation and Agreement in Settlement, the findings
25 set forth below in the Determination Of Issues become final, and
26 that the Commissioner may charge said Respondents for the
27 costs of any audit conducted pursuant to Section 10148 of

1 the California Business and Professions Code to determine if
2 the violations have been corrected. The maximum costs of
3 said audit shall not exceed \$14,932.38.

4 * * *

5 DETERMINATION OF ISSUES

6 By reason of the foregoing stipulations and waivers and
7 solely for the purpose of settlement of the pending Accusation
8 without a hearing, it is stipulated and agreed that the following
9 determination of issues shall be made:

10 The acts and/or omissions of Respondents PREMIER VALLEY
11 INC., A CALIFORNIA CORPORATION, and LARRY ALVES MATOS as
12 stipulated above violate Section 10145 of the California Business
13 and Professions Code (hereinafter Code) and Sections 2831,
14 2831.1, and 2831.1 of the Title 10, California Code of
15 Regulations, and constitute grounds for disciplinary action under
16 the provisions of Section 10177(d) of the Code.

17 * * *

18 ORDER

19 I

20 All licenses and licensing rights of Respondents
21 PREMIER VALLEY INC., A CALIFORNIA CORPORATION, and LARRY ALVES
22 MATOS under the Real Estate Law are suspended for a period of
23 thirty (30) days from the effective date of this Order; provided,
24 however, that:

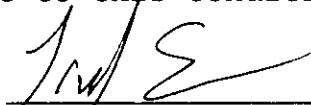
25 A. The said 30-day suspension shall be stayed for two (2) years
26 upon the following terms and conditions:
27

- 1 1. Respondents shall obey all laws, rules and regulations
2 governing the rights, duties and responsibilities of a
3 real estate licensee in the State of California; and,
4 2. That no final subsequent determination be made, after
5 hearing or upon stipulation, that cause for disciplinary
6 action occurred within two (2) years from the effective
7 date of this Order. Should such a determination be made,
8 the Commissioner may, in his discretion, vacate and set
9 aside the stay order and reimpose all or a portion of the
10 stayed suspension. Should no such determination be made,
11 the stay imposed herein shall become permanent.

12 B. Pursuant to Section 10148 of the Business and Professions
13 Code, Respondents shall pay the Commissioner's reasonable cost
14 for the audit which led to this disciplinary action and a
15 subsequent audit to determine if Respondents have corrected
16 the trust fund violation(s) found in paragraph I of the
17 Determination of Issues. In calculating the amount of the
18 Commissioner's reasonable cost, the Commissioner may use the
19 estimated average hourly salary for all persons performing
20 audits of real estate brokers, and shall include an allocation
21 for travel time to and from the auditor's place of work.
22 Respondents shall pay such cost within 60 days of receiving an
23 invoice from the Commissioner detailing the activities
24 performed during the audit and the amount of time spent
25 performing those activities. The Commissioner may suspend the
26 licenses of Respondents pending a hearing held in accordance
27 with Section 11500, et seq., of the Government Code, if

1 payment is not timely made as provided for herein, or as
2 provided for in a subsequent agreement between Respondents and
3 the Commissioner. The suspension shall remain in effect until
4 payment is made in full or until Respondents enter into an
5 agreement satisfactory to the Commissioner to provide for
6 payment, or until a decision providing otherwise is adopted
7 following a hearing held pursuant to this condition.

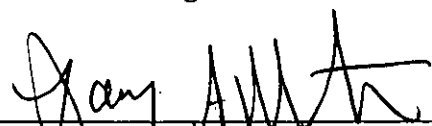
8
9 22-Aug-05
DATED

10 
TRUDY SUGHRUE
Counsel for Complainant

11 * * *

12 I have read the Stipulation and Agreement, have
13 discussed it with my counsel, and its terms are understood by me
14 and are agreeable and acceptable to me. I understand that I am
15 waiving rights given to me by the California Administrative
16 Procedure Act (including but not limited to Sections 11506,
17 11508, 11509, and 11513 of the Government Code), and I willingly,
18 intelligently, and voluntarily waive those rights, including the
19 right of requiring the Commissioner to prove the allegations in
20 the First Amended Accusation at a hearing at which I would have
21 the right to cross-examine witnesses against me and to present
22 evidence in defense and mitigation of the charges.

23
24 08/19/05
DATED

25 
PREMIER VALLEY INC., A
CALIFORNIA CORPORATION
Respondent

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Delivered
9/28/05

[Signature]
LARRY ALVES MATOS
Respondent

he Stipulation and Agreement as to
form an advised my clients accordingly.

DATED: *8/16/05*
[Signature]
J. ANNE RAWLINS
Attorney for Respondents

* * *

The foregoing Stipulation and Agreement is hereby
adopted as my Decision and shall become effective at 12 o'clock
noon on September 28, 2005.

IT IS SO ORDERED 9-7-, 2005.

JEFF DAVI
Real estate Commissioner
[Signature]

Handwritten mark

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TRULY SUGHRUE, Counsel
State Bar No. 223266
Department of Real Estate
P.O. Box 187007
Sacramento, CA 95818-7007

Telephone: (916) 227-0781

FILED
MAY 16 2005

DEPARTMENT OF REAL ESTATE

By *Corne Shawyer*

BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of)	No. H-1751 FR
)	
PREMIER VALLEY INC., A)	<u>FIRST AMENDED</u>
CALIFORNIA CORPORATION, and)	<u>ACCUSATION</u>
LARRY ALVES MATOS,)	
)	
Respondents.)	

The Complainant, JOHN W. SWEENEY, a Deputy Real Estate Commissioner of the State of California, for cause of Accusation against PREMIER VALLEY INC., A CALIFORNIA CORPORATION, and LARRY ALVES MATOS (herein "Respondents"), is informed and alleges as follows:

I

The Complainant, JOHN W. SWEENEY, a Deputy Real Estate Commissioner of the State of California, makes this Accusation in his official capacity.

II

Respondents are presently licensed and/or has license rights under the Real Estate Law (Part 1 of Division 4 of the

1 Business and Professions Code) (herein "the Code").

2 III

3 At all times herein mentioned, PREMIER VALLEY INC., A
4 CALIFORNIA CORPORATION, (hereafter PREMIER) was and is licensed
5 by the State of California Department of Real Estate (hereafter
6 Department) as a real estate broker corporation.

7 IV

8 At all times herein mentioned, Respondent LARRY ALVES
9 MATOS, (hereafter MATOS) was and is licensed by the Department as
10 the designated broker officer of PREMIER.

11 V

12 At all times herein mentioned, Respondents were
13 performing acts requiring a real estate license for or in
14 expectation of compensation.

15 VI

16 Beginning in April 19, 2004, the Department conducted
17 an audit of the above business activities of PREMIER for the time
18 period of January 31, 2000 through April 28, 2004.

19 VII

20 Beginning on or before January 31, 2000 through on or
21 after April 28, 2004, PREMIER maintained the following trust
22 fund accounts:

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TITLE AND ACCOUNT NUMBERS

BANK

Premier Valley Inc. Edmondson/Central Valley Property Management Trust Account No. 950507385 (hereinafter "Account #1")	County Bank 3508 McHenry Avenue Modesto, CA 95356
Premier Valley Inc. DBA Central Valley Property Management Security Trust Account No. 950507261 (hereinafter "Account #2")	County Bank 3508 McHenry Avenue Modesto, CA 95356
Premier Valley Inc. DBA Central Valley Property Mgmt Rental Trust Account No. 950507237 (hereinafter "Account #3")	County Bank 3508 McHenry Avenue Modesto, CA 95356
Premier Valley Inc. Central Valley Property Management Maintenance Trust Account No. 950507288 (hereinafter "Account #4")	County Bank 3508 McHenry Avenue Modesto, CA 95356

VIII

In connection with the receipt and disbursement of trust funds described in Paragraph VII above, PREMIER failed to deposit and maintain trust funds in Account #1 in such manner that as of July 31, 2003, there was a shortage of \$4,083.19 of trust funds.

IX

PREMIER failed to obtain prior written consent from each of the principals for the reduction of the aggregate balance of trust funds in Account #1 to an amount less than the existing aggregate trust fund liability to the owners of said funds in violation of Section 2832.1 of the Regulations.

X

In connection with the receipt and disbursement of trust funds described in Paragraph VII above, PREMIER failed to

1 maintain for Account #1 a written control record of all trust
2 funds received and disbursed containing all information required
3 by Section 2831.

4 XI

5 In connection with the receipt and disbursement of
6 trust funds described in Paragraph VII above, PREMIER failed to
7 maintain for accurate separate records and accurate owners'
8 statements for Account #1 and Account #3 as required by Section
9 2831.1.

10 XII

11 In connection with the receipt and disbursement of
12 trust funds described in Paragraph VII above, PREMIER failed for
13 Account #1 to reconcile the balance of separate beneficiary or
14 transaction records with the control records of trust funds
15 received and disbursed at least once a month, and/or failed to
16 maintain a record of such reconciliations as requested by
17 Section 2831.2 of the Regulations.

18 XIII

19 The facts alleged above are grounds for the suspension
20 or revocation of Respondents licenses and license rights under
21 the following sections of the Code and Regulations:

22 (1) As to Paragraphs VIII, under Section 10177(d) of
23 the Code in conjunction with Section 10145 of the Code;

24 (2) As to Paragraph IX, under Section 10177(d) of the
25 Code in conjunction with Section 2832.1 of the Regulations;

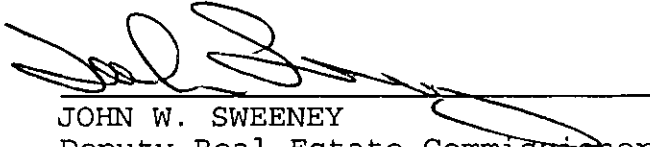
26 (3) As to Paragraph X, under Section 10177(d) of the
27 Code in conjunction with Section 2831 of the Regulations;

1 (4) As to Paragraph XI, under Section 10177(d) of the
2 Code in conjunction with Section 2831.1 of the Regulations;

3 (5) As to Paragraph XII, under Section 10177(d) of
4 the Code in conjunction with Section 2831.2 of the Regulations.

5 In the alternative, the acts and/or omissions of MATOS
6 described above, constitute failure on the part of MATOS, as
7 designated broker-officer for PREMIER, to exercise reasonable
8 supervision and control over the licensed activities of PREMIER
9 required by Section 10159.2 of the Code, and is cause for the
10 suspension or revocation of MATOS' license and/or license rights
11 under Section 10177(h) of the Code.

12 WHEREFORE, Complainant prays that a hearing be
13 conducted on the allegations of this Accusation and that upon
14 proof thereof, a decision be rendered imposing disciplinary
15 action against all licenses and license rights of Respondents,
16 under the Real Estate Law (Part 1 of Division 4 of the Business
17 and Professions Code), and for such other and further relief as
18 may be proper under other provisions of law.

19
20
21 
JOHN W. SWEENEY
Deputy Real Estate Commissioner

22 Dated at Sacramento, California,
23 this 12th day of May, 2004

1 TRULY SUGHRUE, Counsel
2 State Bar No. 223266
3 Department of Real Estate
4 P.O. Box 187007
5 Sacramento, CA 95818-7007
6
7 Telephone: (916) 227-0781

FILED
FEB 15 2005

DEPARTMENT OF REAL ESTATE

By Anne Skovron

8 BEFORE THE DEPARTMENT OF REAL ESTATE

9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of)
12 PREMIER VALLEY INC., AND) No. H-1751 FR
13 LARRY ALVES MATOS,) ACCUSATION
14 Respondent.)

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17 Commissioner of the State of California, for cause of Accusation
18 against PREMIER VALLEY INC., AND LARRY ALVES MATOS (herein
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22 Commissioner of the State of California, makes this Accusation in
23 his official capacity.

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25 Respondents are presently licensed and/or has license
26 rights under the Real Estate Law (Part 1 of Division 4 of the
27 Business and Professions Code) (herein "the Code").

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6 trust funds described in Paragraph VII above, PREMIER failed to
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11 In connection with the receipt and disbursement of
12 trust funds described in Paragraph VII above, PREMIER failed for
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14 transaction records with the control records of trust funds
15 received and disbursed at least once a month, and/or failed to
16 maintain a record of such reconciliations as requested by
17 Section 2831.2 of the Regulations.

18 XIII

19 The facts alleged above are grounds for the suspension
20 or revocation of Respondents licenses and license rights under
21 the following sections of the Code and Regulations:

22 (1) As to Paragraphs VIII, under Section 10177(d) of
23 the Code in conjunction with Section 10145 of the Code;

24 (2) As to Paragraph IX, under Section 10177(d) of the
25 Code in conjunction with Section 2832.1 of the Regulations;

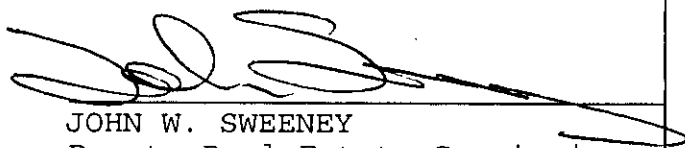
26 (3) As to Paragraph X, under Section 10177(d) of the
27 Code in conjunction with Section 2831 of the Regulations;

1 (4) As to Paragraph XI, under Section 10177(d) of the
2 Code in conjunction with Section 2831.1 of the Regulations;

3 (5) As to Paragraph XII, under Section 10177(d) of
4 the Code in conjunction with Section 2831.2 of the Regulations.

5 In the alternative, the acts and/or omissions of MATOS
6 described above, constitute failure on the part of MATOS, as
7 designated broker-officer for PREMIER, to exercise reasonable
8 supervision and control over the licensed activities of PREMIER
9 required by Section 10159.2 of the Code, and is cause for the
10 suspension or revocation of MATOS' license and/or license rights
11 under Section 10177(h) of the Code.

12 WHEREFORE, Complainant prays that a hearing be
13 conducted on the allegations of this Accusation and that upon
14 proof thereof, a decision be rendered imposing disciplinary
15 action against all licenses and license rights of Respondents,
16 under the Real Estate Law (Part 1 of Division 4 of the Business
17 and Professions Code), and for such other and further relief as
18 may be proper under other provisions of law.

19
20 
21 JOHN W. SWEENEY
Deputy Real Estate Commissioner

22 Dated at Sacramento, California,
23 this 30th day of December, 2004