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2 At all times mentioned, RESPONDENT engaged in the business of, acted in the
3 capacity of, advertised or assumed to act as a real estate broker in the State of California, within
4 the meaning of Section 10131(a) of the Code, including the operation and conduct of a
5 residential resale brokerage wherein Respondent bought, sold, or offered to buy or sell, solicited
6 or obtained listings of, and negotiated the purchase, sale or exchange of real property or business
7 opportunities, all for or in expectation of compensation.

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9 On or about April 20, 2016, Paula and Russell Cason (Buyers), by and through
10 their real estate agent, Debbie Mitchell, entered into a purchase agreement for that certain real
11 property commonly known as 3721 Thomasson Lane, Fairfield, California. (Thomasson
12 Property) Sellers were represented by RESPONDENT.

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14 On a date month prior to February, 2016, Francine Merlonghi (Merlonghi), who
15 owned and lived in the adjoining property to the Thomasson Property spoke to RESPONDENT,
16 while she was visiting the Thomasson Property. The adjoining property is commonly known as
17 2420 Cordelia Road, Fairfield, California (Cordelia Property).

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19 When Merlonghi spoke to Respondent, Merlonghi advised her that the
20 Thomasson Property and Cordelia Property were once a single parcel and was subsequently
21 subdivided. Merlonghi inherited her property from her mother, while the Cordelia property was
22 sold by her father.

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24 Merlonghi disclosed important facts regarding the Thomasson Property, to
25 RESPONDENT during the conversation referred to in Paragraphs 5 and 6, above. Merlonghi
26 advised RESPONDENT that there was an unrecorded easement through the Thomasson Property
27 for her to gain access to her property. Merlonghi further advised RESPONDENT that the

1 Cordelia property was serviced by a well and pump house that were located on the Thomasson
2 Property and that there was a recorded easement regarding the well and pump house. Merlonghi
3 also advise RESPONDENT that the Cordelia Property flooded during heavy rains to the extent
4 that there would be three to four feet of standing water on the property.

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6 On a subsequent day after the conversation set forth above, in Paragraph 7,
7 Merlonghi, while RESPONDENT was on the Thomasson Property, she asked if RESPONDENT
8 had advised the Buyers' agent about the easements and flooding. RESPONDENT told
9 Merlonghi to call her "broker", Timothy Bittle. Merlonghi called Bittle, who was in fact a real
10 estate salesperson, to advise him about the easements and flooding. He was dismissive of
11 Merlonghi and told her "it was none of her business".

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13 RESPONDENT did not take any steps to investigate any of the information that
14 Merlonghi had disclosed to her.

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16 On August 16, 2016, in reliance on the belief that the well which serviced the
17 Cordelia Property was for the Thomasson Property, Buyers had the water tested at a cost of
18 \$670.00. On September 22, 2016, still relying on the belief that the well serviced the Thomasson
19 Property, Buyers had the well inspected and treated at a cost of \$1,725.58.

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21 The preliminary title report failed to mention the easements.

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23 On or about September 27, 2016, escrow closed on the Thomasson Property.

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25 On or about October 1, 2016, Merlonghi talked to the buyers while they were on
26 the Thomasson Property. Merlonghi introduced herself as their new neighbor and disclosed the
27 information about the easements and gave the Buyers a copy of the recorded easement. This was

1 the first time that the Buyers learned about the easements and that the Thomasson Property was
2 prone to flooding.

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4 The representations that RESPONDENT made above, were untrue and
5 RESPONDENT knew them to be untrue at the time he made them and were made for the
6 purpose of gaining a commission from buyers.

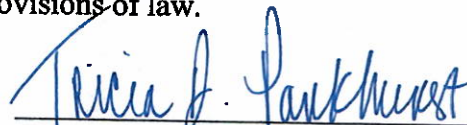
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8 The facts alleged above violate Sections 10176(a) (material misrepresentation)
9 10176(b) (false promises to influence, persuade, or induce), 10176(c) (continued flagrant course
10 of misrepresentation), 10176(i) (other conduct/fraud or dishonest dealing) and 10177(j) (other
11 conduct that constitutes fraud or dishonest dealing) of the Code and are grounds for the
12 suspension or revocation of the licenses and license rights of Respondent under Sections
13 10176(a), 10176(b), 10176(c), 10176(i) and 10177(j) of the Code.

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15 Section 10106 of the Code provides, in pertinent part, that in any order issued in
16 resolution of a disciplinary proceeding before the Bureau, the commissioner may request the
17 administrative law judge to direct a licensee found to have committed a violation of this part to
18 pay a sum not to exceed the reasonable costs of the investigation and enforcement of the case.

19 WHEREFORE, Complainant prays that a hearing be conducted on the allegations
20 of this Accusation and that upon proof thereof, a decision be rendered imposing disciplinary
21 action against all licenses and license rights of Respondent under the Code, and for such other
22 and further relief as may be proper under other provisions of law.

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24 
25 TRICIA D. PARKHURST
Supervising Special Investigator

26 Dated at Sacramento, California,
27 this 20th day of April, 2018.

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DISCOVERY DEMAND

The Bureau of Real Estate hereby requests discovery pursuant to Section 11507.6 of the California Government Code. Failure to provide discovery to the Bureau may result in the exclusion of witnesses and/or documents at the hearing, and other sanctions as the Administrative Law Judge deems appropriate.