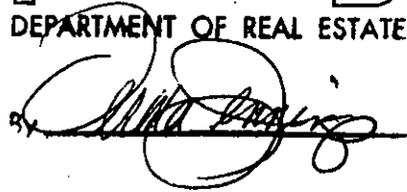


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HAG

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FILED
JUL 27 2011
DEPARTMENT OF REAL ESTATE



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BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of)	No. H-37413 LA
)	
)	<u>A C C U S A T I O N</u>
CHARIS FINANCIAL INC,)	
CHRISTOPHER PAUL DIAZ and)	
LAURA CHRISTINE SPENCER,)	
)	
Respondents.)	
)	

The Complainant, Robin L. Trujillo, a Deputy Real Estate Commissioner of the State of California, for cause of accusation against CHARIS FINANCIAL INC, CHRISTOPHER PAUL DIAZ and LAURA CHRISTINE SPENCER, alleges as follows:

1. The Complainant, Robin L. Trujillo, acting in her official capacity as a Deputy Real Estate Commissioner of the State of California, makes this Accusation against CHARIS FINANCIAL INC, CHRISTOPHER PAUL DIAZ and LAURA CHRISTINE SPENCER.
2. CHARIS FINANCIAL INC (hereinafter referred to as "CHARIS") is presently licensed and/or has license rights under the Real Estate Law (Part 1 of Division 4 of the Business and

1 Professions Code, hereinafter Code) as a corporate real estate
2 broker.

3 3. CHRISTOPHER PAUL DIAZ (hereinafter referred to as
4 "DIAZ") is presently licensed and/or has license rights under the
5 Real Estate Law as a salesperson. Since January 14, 2008, DIAZ
6 has been registered with the California Secretary of State as the
7 president and registered agent of CHARIS. DIAZ has also been
8 licensed with the California Department of Real Estate
9 ("Department") as employed by CHARIS since July 14, 2010.

10 4. LAURA CHRISTINE SPENCER (hereinafter referred to
11 as "SPENCER") is presently licensed and/or has license rights
12 under the Real Estate Law as a salesperson. At all times herein
13 mentioned, SPENCER was licensed as a salesperson, under the
14 employ of broker Craig M. Martin, dba "T.N.G. Real Estate
15 Consultants".

16 5. On May 15, 2008, SPENCER signed a Residential
17 Listing Agreement for the real property of Freddy Moza ("Moza")
18 located at 331 Stanford Court #31 in Irvine, CA ("the property").
19 This agreement granted the "exclusive authorization and right to
20 sell" to T.N.G. Real Estate Consultants. Among the terms of this
21 agreement was a statement that "broker agrees to exercise
22 reasonable effort and due diligence to achieve the purposes of
23 this agreement."

24 6. On or about June 21, 2008, Keiji and Kane Takamuro
25 ("the Takamuros") submitted a Residential Purchase Agreement and
26 Joint Escrow instructions for the property to SPENCER. The
27 purchase price offered by the Takamuros was \$340,000. The

1 Takamuros received no response to this offer. SPENCER did not
2 notify Moza about this offer.

3 7. On or about July 7, 2008, the Takamuros submitted
4 another Residential Purchase Agreement to SPENCER for the
5 property. The purchase price offered by the Takamuros in this
6 agreement was \$370,000. SPENCER did not notify Moza about this
7 offer.

8 8. On or about July 14, 2008, SPENCER submitted
9 Counter Offer No. 1 to the Takamuros. This counter offer listed
10 CHARIS as the owner of the property and was signed by DIAZ.
11 Neither CHARIS nor DIAZ owned the property on July 14, 2008.
12 Moza was not listed as the owner of the property, nor did he sign
13 the counter offer. The counter offer presented a purchase price
14 of \$375,000. The Takamuros signed an acceptance of the counter
15 offer on July 16, 2008.

16 9. Also on July 14, 2008, DIAZ signed an Offer to
17 Purchase the property from Moza, on behalf of CHARIS. The
18 purchase price offered was \$298,000. Moza was notified about
19 this offer.

20 10. On July 22, 2008, DIAZ signed another Offer to
21 Purchase the property from Moza, on behalf of CHARIS. The
22 purchase price offered was \$317,000. Not knowing that CHARIS and
23 DIAZ already had an agreement to sell the property for \$58,000
24 more, Moza accepted the \$317,000 offer from CHARIS and DIAZ.

25 11. Escrow opened on the purchase of the property by
26 the Takamuros on July 22, 2008. This was before the July 24,
27

1 2008 closing of escrow for the purchase of the property from Moza
2 by CHARIS.

3 12. On or about August 6, 2008, escrow closed on the
4 purchase of the property by the Takamuros for \$375,000.

5 13. The conduct, acts and/or omissions of Respondents
6 CHARIS and DIAZ as described herein above, constitute cause under
7 Code Section 10177(j) for the suspension or revocation of the
8 licenses and license rights of Respondents under the Real Estate
9 Law.

10 14. The conduct, acts and/or omissions of Respondent
11 SPENCER as described herein above, constitute cause under Code
12 Sections 10176(a), 10176(i), 10177(d) and/or 10177(g) for the
13 suspension or revocation of the licenses and license rights of
14 Respondent SPENCER under the Real Estate Law.

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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
4 action against all licenses and license rights of Respondents
5 CHARIS FINANCIAL INC, CHRISTOPHER PAUL DIAZ and LAURA CHRISTINE
6 SPENCER under the Real Estate Law (Part 1 of Division 4 of the
7 Business and Professions Code) and for such other and further
8 relief as may be proper under other applicable provisions of law.

9 Dated at Los Angeles, California

10 this 14 day of July, 2011.

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14 ROBIN L. TRUJILLO
15 Deputy Real Estate Commissioner
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24 cc: Charis Financial Inc
25 Christopher Paul Diaz
26 Laura Christine Spencer
27 Craig M. Martin
Robin L. Trujillo
Sacto.