



1 Department of Real Estate of the State of California (“Department”) as a real estate broker or  
2 salesperson.

3           2. During a period of time from the last three years to the present, JULIO C.  
4 HERNANDEZ, GOLDEN CALIFORNIA REALTY & MORTGAGE, and TIMELENDER,  
5 LLP, engaged in the business of, acted in the capacity of, advertised or assumed to act as a real  
6 estate broker in the State of California, within the meaning of Code Sections 10131(d) (soliciting  
7 borrowers or lenders or negotiating loans) and 10131.2 (claiming advance fees in connection  
8 with a loan), for or in expectation of compensation. Your activities included the operation of or  
9 conduct of a real property sales business with the public wherein you engaged in the solicitation,  
10 negotiation and performance of services for borrowers in connection with loans secured by  
11 residential real property and charging or collecting an advance fee for performance of activities  
12 that require a real estate license.

13           3. JULIO C. HERNANDEZ, GOLDEN CALIFORNIA REALTY &  
14 MORTGAGE, and TIMELENDER, LLP’s activities included, but were not necessarily limited  
15 to, soliciting, offering to negotiate loans or performing services for borrower Angelica Estrella  
16 Nuñez, in connection with loans secured by real property located at 17445 Owen Street,  
17 Fontana, California. On or around June 2, 2008, borrower Angelica Estrella Nuñez received a  
18 door-to-door solicitation in Spanish from JULIO C. HERNANDEZ. JULIO C. HERNANDEZ  
19 presented himself as an agent of GOLDEN CALIFORNIA REALTY & MORTGAGE. JULIO  
20 C. HERNANDEZ gave Mrs. Nuñez a business card where he is listed as a loan consultant for  
21 GOLDEN CALIFORNIA REALTY & MORTGAGE and which has the mailing and main office  
22 address of 9190 Sierra Avenue, Suite 206, Fontana, California. JULIO C. HERNANDEZ  
23 informed Mrs. Nuñez that Manuel Marquez and GOLDEN CALIFORNIA REALTY &  
24 MORTGAGE knew who were the distressed borrowers in the area and offered to assist Mrs.  
25 Nuñez in modifying the terms of her mortgage on her residential property located at 17445  
26 Owen Street, Fontana, California.

1                   4. Mrs. Nuñez went to Manuel Marquez' office and met with JULIO C.  
2 HERNANDEZ and Manuel Marquez. Mrs. Nuñez was interested in lowering her monthly  
3 payments on the mortgage of her home. Manuel Marquez and JULIO C. HERNANDEZ offered  
4 to help Mrs. Nuñez by negotiating with her lender to reduce the interest rate, principal, and  
5 monthly mortgage payments. Manuel Marquez solicited Mrs. Nuñez to provide loan negotiation  
6 and modification services and informed her that the process could take up to three years.  
7 Manuel Marquez instructed Mrs. Nuñez to pay an advance fee of \$1,600. Manuel Marquez also  
8 informed Mrs. Nuñez that she would have to pay an additional \$860 on a monthly basis while  
9 they negotiated a modification of her loan. Mrs. Nuñez was to pay \$100 directly to JULIO C.  
10 HERNANDEZ and wire the remaining \$760 to a person named William Harris. Manuel  
11 Marquez and JULIO C. HERNANDEZ never explained to Mrs. Nuñez the reasons why the  
12 monthly payments needed to be paid in that form or what the terms of Manuel Marquez' loan  
13 negotiation, modification or refinance services actually were.

14                   5. Manuel Marquez and JULIO C. HERNANDEZ induced Mrs. Nuñez to sign  
15 an agreement with an unknown and unlicensed company, "TIMELENDER, LLP." This  
16 agreement called for payment of an advance fee of \$760 and monthly payments of the same  
17 amount for services to stop foreclosure proceedings on Mrs. Nuñez' real property. The  
18 agreement also instructed Mrs. Nuñez, the borrower, to cease all contact with her lender(s).  
19 Mrs. Nuñez trusted that JULIO C. HERNANDEZ would refinance or renegotiate the terms of  
20 her mortgage and would lower her interest and principle as promised. Manuel Marquez and  
21 JULIO C. HERNANDEZ failed to perform the services promised or to obtain a loan for Mrs.  
22 Nuñez on more favorable terms.

23                   6. On June 2, 2008, Manuel Marquez instructed Mrs. Nuñez to sign a Grant  
24 Deed conveying one (1) percent of her property to Veronica Hartman. Mrs. Nuñez never met  
25 Veronica Hartman and did not know who she was. Manuel Marquez notarized the Grant Deed.

26                   7. On July 31, 2008, Manuel Marquez and JULIO C. HERNANDEZ instructed  
27 Mrs. Nuñez that she would need to sign a Grant Deed conveying one (1) percent of her property

1 to Patricia Hecker. Mrs. Nuñez never met Patricia Hecker and did not know who she was. Erika  
2 E. Samaniego notarized the Grant Deed.

3 8. On October 2, 2008, Manuel Marquez and JULIO C. HERNANDEZ  
4 instructed Mrs. Nuñez that she would need to sign a Grant Deed conveying one (1) percent of  
5 her property to Jeannine Sabot. Mrs. Nuñez never met Jeannine Sabot and did not know who  
6 she was. Mrs. Nuñez refused to sign the Grant Deed when she noticed that notary Erika E.  
7 Samaniego's stamp  
8 notarizing Mrs. Nuñez' signature was already on the blank Grant Deed.

9 9. For approximately five months, Mrs. Nuñez paid \$860 on a monthly basis as  
10 instructed by Manuel Marquez and JULIO C. HERNANDEZ. On or about November 1, 2008,  
11 Mrs. Nuñez received a Notice to Vacate her home from her lender. Mrs. Nuñez and her husband  
12 went to see Manuel Marquez at his office. Manuel Marquez refused to speak with them. JULIO  
13 C. HERNANDEZ instructed them to continue paying the monthly \$860 despite the Notice to  
14 Vacate. Mrs. Nuñez demanded a refund of all the monies she had thus far paid Manuel Marquez  
15 and JULIO C. HERNANDEZ which totaled \$5,900. Manuel Marquez and JULIO C.  
16 HERNANDEZ refused to refund any of the monies paid by Mrs. Nuñez.

17 10. On November 11, 2008, Mrs. Nuñez filed a Licensee Complaint with the  
18 Department against Manuel Marquez, GOLDEN CALIFORNIA REALTY & MORTGAGE,  
19 and JULIO C. HERNANDEZ. On or about February 9, 2009, the Department mailed letters of  
20 inquiry to Manuel Marquez regarding his involvement with the transaction of Mrs. Nuñez' real  
21 property. On or about May 13, 2009, JULIO C. HERNANDEZ gave Mrs. Nuñez a cashier's  
22 check for \$3,753.99. On or about June 8, 2009, JULIO C. HERNANDEZ gave Mrs. Nuñez a  
23 cashier's check for \$1,246.00. Mrs. Nuñez received a total of \$4,999 from JULIO C.  
24 HERNANDEZ. Mrs. Nuñez never received the remaining \$901 of the fees she paid to Manuel  
25 Marquez and JULIO C. HERNANDEZ.

26 11. JULIO C. HERNANDEZ, GOLDEN CALIFORNIA REALTY &  
27 MORTGAGE, and TIMELENDER, LLP's acts as described in Paragraphs 1 through 10 above,

1 are acts requiring a real estate broker license under the provisions of Code Sections 10131(d)  
2 and 10131.2.

3 CONCLUSIONS OF LAW

4 1. Based on the findings of fact contained in Paragraphs 1 through 10, JULIO C.  
5 HERNANDEZ, GOLDEN CALIFORNIA REALTY & MORTGAGE, and TIMELENDER,  
6 LLP, solicited borrowers and performed services for those borrowers and/or those borrowers'  
7 lenders in connection with loans secured directly or collaterally by one or more liens on real  
8 property, and charged or collected advance fees in connection with those services, which acts  
9 require a real estate broker license under Sections 10131(d) and 10131.2 of the Code, during a  
10 period of time when JULIO C. HERNANDEZ, GOLDEN CALIFORNIA REALTY &  
11 MORTGAGE, and TIMELENDER, LLP, were not licensed by the Department as a real estate  
12 broker, in violation of Section 10130 of the Code.

13 2. JULIO C. HERNANDEZ, GOLDEN CALIFORNIA REALTY &  
14 MORTGAGE, and TIMELENDER, LLP's acts as described in Paragraphs 1 through 10,  
15 above, are acts requiring a real estate license under the provision of Code Sections 10131(d)  
16 and 10131.2.

17 3. JULIO C. HERNANDEZ, GOLDEN CALIFORNIA REALTY &  
18 MORTGAGE, and TIMELENDER, LLP violated Code Section 10130 by engaging in the  
19 activities described in Paragraphs 1 through 10, above, without first obtaining a real estate  
20 license from the Department.

21 DESIST AND REFRAIN ORDER

22 Based on the Findings of Fact and Conclusions of Law stated herein, JULIO C.  
23 HERNANDEZ, GOLDEN CALIFORNIA REALTY & MORTGAGE, and TIMELENDER,  
24 LLP, whether doing business under JULIO C. HERNANDEZ, GOLDEN CALIFORNIA  
25 REALTY & MORTGAGE, and TIMELENDER, LLP, or any other name or fictitious name,  
26 ARE HEREBY ORDERED to immediately desist and refrain from performing any acts within  
27

1 the State of California for which a real estate broker license is required. In particular each is  
2 ORDERED TO DESIST AND REFRAIN from:

3 (i) charging, demanding, claiming, collecting and/or receiving advance fees, as  
4 that term is defined in Section 10026 (fee charged, demanded or collected from principal before  
5 completing every service licensee contracted to perform) of the Code, in any form, and under  
6 any conditions, with respect to the performance of loan modifications or any other form of  
7 mortgage loan forbearance service in connection with loans on residential property containing  
8 four or fewer dwelling units (Code Section 10085.6); and

9 (ii) charging, demanding, claiming, collecting and/or receiving advance fees, as  
10 that term is defined in Section 10026 of the Code, for any other real estate related services  
11 offered by them to others.

12 DATED: \_\_\_\_\_

5/1/2018

14 JEFF DAVI  
15 Real Estate Commissioner

16 \_\_\_\_\_  
17  
18

19 **Notice:** Business and Professions Code Section 10139 provides that "Any person acting as a  
20 real estate broker or real estate salesperson without a license or who advertises using words  
21 indicating that he or she is a real estate broker without being so licensed shall be guilty of a  
22 public offense punishable by a fine not exceeding twenty thousand dollars (\$20,000), or by  
23 imprisonment in the county jail for a term not to exceed six months, or by both fine and  
24 imprisonment; or if a corporation, be punished by a fine not exceeding sixty thousand dollars  
25 (\$60,000)."

26 cc: Julio C. Hernandez, Golden California Realty & Mortgage, and Timelender, LLP  
27 9190 Sierra Ave., Suite 206  
Fontana, CA 92335