PHOENIX (Thursday, June 16, 2011) -- Arizona Attorney General Tom Horne and Judy Lowe, Commissioner of the Arizona Department of Real Estate are warning consumers to be on the alert against potential scams as the Major League Baseball All-Star Game approaches July 8-12. They are also announcing today that the Department issued an Order this week against Your Stay Accommodations, Sharaud Ramey and Joshua Bleechington ("Your Stay Accommodations"), for engaging in unlicensed real estate activity in Arizona in connection with the game.

Horne stated, "Major events such as the All-Star Game attract thousands of people to Arizona. Unfortunately, that means the potential for consumer scams increases. I would urge people to be especially cautious of companies that promise they can rent your home for large rental fees during this or other major events. Some companies collect up-front fees from consumers for rentals that never pan out, and then deny requests for refunds. People need to be wary and only use known, reputable companies for these kinds of transactions."

Based in part on information provided by the Attorney General’s Office, the Commissioner’s Order issued yesterday finds that Your Stay Accommodations, operating out of Phoenix, offered to lease consumers’ homes to people attending the 2011 MLB All-Star event for an advance fee of approximately $1,495. Arizona law, however, requires individuals engaged in real estate activity for compensation to first obtain a license from the Real Estate Department. The individuals behind Your Stay Accommodations are not licensed.

The Commissioner has ordered Your Stay Accommodations to immediately cease and desist from its rental activities. "Unlicensed real estate activity in Arizona must be stopped. This is an example of a practice that harms the public. The Arizona Department of Real Estate observes a 'Zero tolerance' for this type of activity," said Commissioner Lowe. Your Stay Accommodations has a right to request a hearing.

Consumers can protect themselves against home rental scams by dealing only with reputable companies who have appropriate licenses. And always, beware of promises that sound too good to be true.

If you feel you have been a victim of consumer fraud, or have been a victim of this particular home rental scam, please contact the Consumer Information & Complaints Unit at (602) 542-5763 / (520) 628-6504 / (800) 352-8431. You can also file a consumer complaint online at: www.azag.gov/consumer/complaintform.html.

A copy of the Cease & Desist Order is attached.
BEFORE THE ARIZONA DEPARTMENT OF REAL ESTATE

In the matter of the unlicensed activities of:

Your Stay Accommodations, an unlicensed entity and Sharaud Ramey, Joshua Bleechington, and "Eric Brenton", unlicensed individuals;

Respondents.

DIRECTED TO:

Your Stay Accommodations
3001 W. Indian School Road, Ste. 140
Phoenix, AZ 85017

Sharaud Ramey
3001 W. Indian School Road, Ste. 140
Phoenix, AZ 85017

Joshua Bleechington
3001 W. Indian School Road, Ste. 140
Phoenix, AZ 85017

Your Stay Accommodations
701 E Santa Clara Street
Ventura CA 93001

"Eric Brenton"
701 E Santa Clara Street
Ventura CA 93001

File No.: 11F-DI-585

AMENDED CEASE AND DESIST ORDER AND NOTICE OF RIGHT TO REQUEST HEARING

This Amended Cease and Desist Order and Notice of Right to Request Hearing is issued to amend the Cease and Desist Order and Notice of Right to Request Hearing issued in this matter on June 14, 2011. The Amended Cease and Desist Order and Notice of Right to Request Hearing shall supersede the Cease and Desist Order and Notice of Right to Request Hearing issued on June 14, 2011.

The Commissioner of the Arizona Department of Real Estate (the "Commissioner" and "Department", respectively), based upon information and belief, alleges:

...
FACTS

1. Your Stay Accommodations is an unlicensed foreign entity located in Ventura, California, with a satellite office in Phoenix, Arizona.

2. Sharaud Ramey ("Ramey") is an unlicensed individual residing in Phoenix, Arizona, who is a principal in Your Stay Accommodations.

3. Joshual Bleechington ("Bleechington") is an unlicensed individual residing in Phoenix, Arizona, who is a principal in Your Stay Accommodations.

4. "Eric Brenton" ("Brenton") is the name used by an unlicensed individual residing in Ventura, California employed by Your Stay Accommodations.

Investigation C11-000426

5. On or about June 13, 2011, the Department was notified by the Arizona Attorney General’s Office of an unlicensed entity, Your Stay Accommodations, conducting real estate activity in the State of Arizona with the anticipation of receiving compensation for the activity performed.

6. On or about June 10, 2011, an Investigator with the Arizona Attorney General’s Office contacted Your Stay Accommodations by telephone and spoke with Brenton. As a result of this telephone call, Brenton sent an email to the Investigator with attached documents as follows:

   a. An email dated June 10, 2011, which states in part: “Your Stay Accommodations is so grateful for your business that we will extend to you an additional opportunity with our referral program. This program allows you to gain an additional $100 for every new member that you refer that successfully joins our program.”

   b. An invoice dated June 10, 2011 with a header that reads: “Your Stay Accommodations Your #1 Accommodator for V.I.P Travel!”. The invoice lists the following charges:

   DESCRIPTION                      AMOUNT
   Legal Fees                        $ 394.55
   Brochures                          244.45
Advertising/Marketing 292.00
Virtual Tours 47.50
Domain Name 16.30
Photography Shoot 150.20
Background Checks 50.00

TOTAL $ 1,195.00

On the bottom left side of the document, it states, “Make all checks payable to Your Stay Accommodations. If you have any questions concerning this invoice, contact us (sic) at 866.249.0000 or call Eric directly @ 602.279.1224.”

c. A “Rental and Advertising Agreement” with a header, “Your Stay Accommodations 2011”. The document contained the following statement: “Client AM⁴ — landlord with its principal Address: 82 East Mary Lane, Gilbert, Arizona 85295 — authorizes YOUR STAY ACCOMMODATIONS to advertise, list, negotiate and finalize all obligations between the landlord and tenant.” (Page 1, paragraph 1) (Emphasis added)

i. “1. Services. Company has the ability to provide the comprehensive services described in this Agreement. In accordance with the terms and conditions of this Agreement, Company shall provide Client AM with services and Client AM shall compensate Company for the services rendered. Client AM is obligated to pay YOUR STAY ACCOMMODATIONS 17% of all profits made from the services in full upon completion of rental, this Agreement shall prevail.” (Page 1, paragraph 4) (Emphasis added).

ii. “6. Advertising. Company shall use, and market all web sites within its control, and use any advertising methods designed to generate traffic to the sites, or any other sites that exclusively promote MLB All Staff Fanfest 2011 home rentals, for which Company has rights for on line promotion of any of its products or services.” (Page 2, paragraph 3) (Emphasis added).

iii. “8. Termination for Cause and Default. If Company fails to comply with any provision under this Agreement, Client AM may terminate this Agreement and get a

⁴ The actual name of the client involved is referred to as “Client AM”.
full refund in the amount of the set up cost. In order to terminate this Agreement, Client
AM must give company written notice at the time of cancellation before thirty (30) days to
redeem the set up cost. If Client requests refund on the set up cost of the home within the
period set forth. Immediately steps will be taken to refund in full, this Agreement shall be
deemed terminated on the business day after the expiration of the period set forth above.”
(Page 2, paragraph 5) (Emphasis added) The effective dates of the Agreement are stated in
“7. Terms.” As July 2-12, 2011.
iv. “Appendix A – Terms of Business, states:

a. 1. The amount that will be paid by YOUR STAY
ACCOMMODATIONS for rental of AM’s 3 bedroom, 2.5
bathrooms house in the Zip-code 85295 for 5 days during the
MLB All-Star Fanfest 2011 in 2011 to tenant, client of YOUR
STAY ACCOMMODATIONS, is a $10,500 deposit in advance of
rental services rendered, $52,500 rental fee in advance of rental
services rendered, and availability to charge the tenant’s, client of
YOUR STAY ACCOMMODATIONS, credit card for refunding any
major damage in the rental home over the deposit amount.”
b. “2. The deposit of $10,500 described in Appendix A – Terms of
Business 1, is non-refundable if rental home cancellation occurs.”
c. “3. Client AM’s $1,195 up front cost paid to YOUR STAY
ACCOMMODATIONS to list the home with a virtual tour will be
refunded by YOUR STAY ACCOMMODATIONS if YOUR STAY
ACCOMMODATIONS is not able to execute this rental
agreement.”
d. “4. The total cost Client AM will pay to YOUR STAY
ACCOMMODATIONS for providing services on Client AM’s
behalf to rent and legally protect home from rental damage is
17% paid to – YOUR STAY ACCOMMODATIONS after the rental
services are rendered and the amount as described in Appendix A – Terms of Business, once $52,500 has been fully paid to Client AM in advance of services rendered after they are rendered." (Emphasis added).

e. 5. Any major damage or missing items within the rental home after rental services have been rendered will be deemed so by and reported to YOUR STAY ACCOMMODATIONS by Client AM within the effective and termination dates of this contract for payment and resolution to be made to Client AM by YOUR STAY ACCOMMODATIONS from funding options as described in Appendix A – Terms of Business 1."

7. According to the Arizona Attorney General's Office, Your Stay Accommodations has established an office in Phoenix at 3001 W. Indian School Road, Suite 140, Phoenix, Arizona 85017, and is conducting real estate activity as described above out of that office.

8. Documentation provided by the Arizona Attorney General's Office confirms that Brenton and Your Stay Accommodations are offering to bring a tenant and homeowner together for the purpose of renting the homeowner's property during the 2011 MLB All-Star event scheduled to be held in Phoenix from July 8-12, 2011, for which Your Stay Accommodations anticipates receiving compensation.

9. Ramey, Bleechinton, Brenton and Your Stay Accommodations are engaged in the performance of real estate activity for compensation within the State of Arizona without holding an active real estate license authorizing such activity.

VIOLATIONS

1. The Department has jurisdiction in this matter.

2. A.R.S. §32-2101 (47) defines "Real estate" as including "leasehold-interests and any estates in land as defined in title 33, chapter 2, articles 1 and 2, regardless of whether located in this state."
3. A.R.S. §32-2101 (48) defines a “real estate broker” as meaning “a person, other than a salesperson, who, for another and for compensation: (a) Sells, exchanges, purchases, rents or leases real estate or timeshare interests, (b) Offers to sell, exchange, purchase, rent or lease real estate or timeshare interests, (d) Lists or offers, attempts or agrees to list real estate or timeshare interests for sale, lease or exchange, and (h) advertises or holds himself out as being engaged in the business of buying, selling, exchanging, renting or leasing real estate or timeshare interests or counseling or advising regarding real estate or timeshare interests.”

4. A.R.S. §32-2101 (49) defines “Real Estate sales contract” to mean “an agreement in which one party agrees to convey title to real estate to another party upon the satisfaction of specified conditions set forth in the contract.”

5. A.R.S. §32-2101 (51) defines a “Lease” as including “every disposition, transfer, option or offer or attempt to dispose of or transfer real property . . . “.

6. A.R.S. §32-2101 (16) defines "Compensation" as any fee, commission, salary, money or other valuable consideration for services rendered or to be rendered as well as the promise of consideration whether contingent or not.

7. A.R.S. § 32-2122 stipulates that a license is required under subsection (A) for any person acting in the capacity of a Real estate broker or salesperson and under subsection (D) for any act, in consideration or expectation of compensation, that constitutes the person offering or attempting to perform the act of a real estate broker or salesperson, within the meaning of Title 32, Chapter 20 of the Arizona Revised Statutes.

8. Ramey, Bleechington, Brenton and Your Stay Accommodations, through actions described in Facts, are conducting real estate activities in Arizona without holding a license to do so, in violation of A.R.S. §32-2153 (B)(6).

9. A.R.S. § 32-2165 provides “A person who acts as a broker or salesperson within the meaning of Title 32, Chapter 20, or who advertises in a manner that indicates that the person is licensed as a broker or salesperson, without being licensed as prescribed by this chapter is guilty of a class 6 felony.”
10. Pursuant to A.R.S §32-2154, if it appears that any person has engaged, is
engaging or is preparing to engage in any act, practice or transaction that constitutes a
violation of Title 32, Chapter 20, the Department may issue an order directing any person to
cease and desist from engaging in the act, practice or transaction or doing any act in
furtherance of the act, to make restitution or to take appropriate affirmative action to correct
the conditions resulting from the act, practice or transaction.

CEASE AND DESIST

NOW, THEREFORE, the Commissioner finds Ramey, Bleechington, Brenton and
Your Stay Accommodations are in violation of the Arizona Revised Statutes and Arizona
Administrative Codes as outlined in Violations. Thus, the Commissioner is issuing this Cease
and Desist Order directing Ramey, Bleechington, Brenton and Your Stay Accommodations to
cease and desist from engaging in acts, practices and transactions without first complying
with all applicable laws and rules, pursuant to A.R.S. §§32-2154 (A) and 32-2122 (B).

IT IS ORDERED that Ramey, Bleechington, Brenton and Your Stay Accommodations
immediately cease and desist from engaging in any real estate activity, as defined by A.R.S.
§32-2101 et seq., as an individual, an employee, agent, officer, principal, or in any capacity
whatsoever, directly or indirectly, within the State of Arizona, including but not limited to
without first complying with all applicable laws and rules.

IT IS FURTHER ORDERED that this Cease and Desist Order shall be recorded in the
offices of the Maricopa County Recorder within the State of Arizona.

NOTICE

This Cease and Desist Order is an appealable agency action under A.R.S. §41-1092.
Ramey, Bleechington, Brenton and Your Stay Accommodations may request an
administrative hearing to contest this Cease and Desist Order by filing a Notice of Appeal
within thirty (30) days of receipt of this notice by Ramey, Bleechington, Brenton and Your
Stay Accommodations. Failure to timely file a Notice of Appeal will constitute a waiver of
Ramey, Bleechington, Brenton and Your Stay Accommodations’ right to any hearing on this
matter and to any other appeal right to which Ramey, Bleechington, Brenton and Your Stay
Accommodations are otherwise entitled. The Notice of Appeal must identify the appealing party, the party's address, the action being appealed and must also contain a concise statement of the reason(s) for the appeal.

Upon the filing of a Notice of Appeal, the Department shall issue a Notice of Hearing scheduling the matter for hearing in accordance with A.R.S. §41-1092.05. The Notice of Hearing will inform Ramey, Bleechington, Brenton and Your Stay Accommodations of the date, time, and location of the hearing, as well as the allegations being contested.

If Ramey, Bleechington, Brenton and Your Stay Accommodations file a Notice of Appeal, Ramey, Bleechington, Brenton and Your Stay Accommodations may also request an Informal Settlement Conference at the time of filing the Notice of Appeal, or separately by filing a written request no later than twenty (20) days before the scheduled hearing. This conference shall be held within fifteen (15) days after receipt of the request. A Department representative with authority to act on behalf of the Department will be present at the conference. The Department is under no obligation to accept settlement terms Ramey, Bleechington, Brenton and Your Stay Accommodations may offer. The Informal Settlement Conference will not delay the scheduled hearing.

The Notice of Appeal and request for an Informal Settlement Conference should be addressed to:

Enforcement and Compliance Division
Arizona Department of Real Estate
2910 N. 44th Street, Floor 1, Suite 100
Phoenix, Arizona 85018

DATED this 15th day of June, 2011.

[Signature]
JUDY LOWE, Commissioner
Arizona Department of Real Estate
COPY of the foregoing sent by
CERTIFIED MAIL - RETURN RECEIPT REQUESTED
Receipt No 91 7108 2133 3936 2715 9741
this 15th day of June, 2011, to:

Your Stay Accommodations
3001 W. Indian School Road, Ste. 140
Phoenix, AZ 85017
Respondent

Sharaud Ramey
3001 W. Indian School Road, Ste. 140
Phoenix, AZ 85017
Respondent

Joshua Bleechington
3001 W. Indian School Road, Ste. 140
Phoenix, AZ 85017
Respondent

Eric Brenton
701 E Santa Clara Street
Ventura CA 93001
Respondent

Your Stay Accommodations
701 E Santa Clara Street
Ventura CA 93001
Respondent

COPY of the foregoing mailed this
15th day of June, 2011 to:

Liane Kido, AAG
Office of the Attorney General, State of Arizona
1275 W. Washington St.
Phoenix, AZ 85007
Attorney for the Department
COPY of the foregoing delivered this 15th day of June, 2011 to:

Arizona Department of Real Estate
Manager, Investigations and Auditing (C11-000426)
Department Compliance Officer
Assistant Commissioner, Business Services & Communications
E&C for Real Estate Bulletin

[Signature]

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