

1 BUREAU OF REAL ESTATE  
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**FILED**

MAY 30 2017

BUREAU OF REAL ESTATE

By B. Nicholas

8 BEFORE THE BUREAU OF REAL ESTATE  
9 STATE OF CALIFORNIA

10 \* \* \*

11 In the Matter of the Accusation of )

12 JACQUE' AND COMPANY, INC. )

13 MANUEL CHAVEZ, JR. and , )

14 ESTHELA MARTINEZ SALAS, )

15 Respondents. )

NO. H-2983 FR

STIPULATION AND AGREEMENT IN  
SETTLEMENT AND ORDER

16  
17 It is hereby stipulated by and between Respondents JACQUE' AND COMPANY,  
18 INC. (JAC), its counsel, Mary Work, MANUEL CHAVEZ, JR., his counsel, Dave McDonald,  
19 ESTHELA MARTINEZ SALAS, (Respondents), and the Complainant, acting by and through  
20 Richard K. Uno, Esq., Counsel for the Bureau of Real Estate (Bureau), as follows, for the  
21 purpose of settling and disposing of the Accusation filed on January 22, 2016, in this matter:

22 1. All issues which were to be contested and all evidence which was to be  
23 presented by Complainant and Respondents at a formal hearing on the Accusation, which  
24 hearing was to be held in accordance with the provisions of the Administrative Procedure Act  
25 (APA), shall instead and in place thereof be submitted solely on the basis of the provisions of  
26 this Stipulation and Agreement In Settlement and Order (Stipulation).  
27

1                   2.       Respondents have received, read and understand the Statement to  
2 Respondent, the Discovery Provisions of the APA and the Accusation filed by the Bureau in  
3 this proceeding.

4                   3.       Respondents filed a Notice of Defense pursuant to Section 11505 of the  
5 Government Code for the purpose of requesting a hearing on the allegations in the Accusation.  
6 Respondents hereby freely and voluntarily withdraw said Notice of Defense. Respondents  
7 acknowledge that Respondents understand that by withdrawing said Notice of Defense,  
8 Respondents will thereby waive Respondents' right to require the Real Estate Commissioner  
9 (Commissioner) to prove the allegations in the Accusation at a contested hearing held in  
10 accordance with the provisions of the APA and that Respondents will waive other rights  
11 afforded to Respondents in connection with the hearing such as the right to present evidence in  
12 defense of the allegations in the Accusation and the right to cross-examine witnesses.

13                  4.       This Stipulation is based on the factual allegations contained in the  
14 Accusation. In the interest of expedience and economy, Respondents choose not to contest these  
15 factual allegations, but to remain silent and understand that, as a result thereof, these factual  
16 statements will serve as a prima facie basis for the "Determination of Issues" and "Order" set  
17 forth below. The Commissioner shall not be required to provide further evidence to prove such  
18 allegations.

19                  5.       This Stipulation and Respondents' decision not to contest the Accusation  
20 are made for the purpose of reaching an agreed disposition in this proceeding and are expressly  
21 limited to this proceeding and any other proceeding or case in which the Bureau, the state or  
22 federal government, an agency of this state, or an agency of another state is involved.

23                  6.       It is understood by the parties that the Commissioner may adopt this  
24 Stipulation as his Decision and Order in this matter, thereby imposing the penalty and sanctions  
25 on Respondents' real estate licenses and license rights as set forth in the "Order" below. In the  
26 event that the Commissioner in his discretion does not adopt this Stipulation, it shall

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1 be void and of no effect, and Respondents shall retain the right to a hearing and proceeding on  
2 the Accusation under all of the provisions of the APA and shall not be bound by any admission  
3 or waiver made herein.

4                 7.       The Order or any subsequent Order of the Commissioner made pursuant  
5 to this Stipulation shall not constitute an estoppel, merger or bar to any further administrative  
6 or civil proceedings by the Bureau with respect to any matters which were not specifically  
7 alleged to be causes for accusation in this proceeding.

8                 9.       JAC and CHAVEZ understand that by agreeing to this Stipulation, JAC  
9 and CHAVEZ, jointly and severally agree to pay, pursuant to Section 10148 of the Code, the  
10 cost of the audit which resulted in the violation(s) found in the Determination of Issues. The  
11 amount of such costs is \$8,514,90.

12                10.       JAC, CHAVEZ and SALAS further understand that by agreeing to this  
13 Stipulation, the findings set forth below in the "Determination of Issues" become final, and that  
14 the Commissioner may charge said Respondents for the costs of any audit conducted pursuant  
15 to Section 10148 of the Code to determine if the violations have been corrected. The  
16 maximum cost of said audit shall not exceed \$10,643.63.

#### 17                                 DETERMINATION OF ISSUES

18                By reason of the foregoing stipulations, admissions and waivers and solely for  
19 the purpose of settlement of the pending Accusation without hearing, it is stipulated and agreed  
20 that the following determination of issues shall be made:

21                1.       The acts and omissions of JAC, as described in the Accusation, are  
22 grounds for the suspension or revocation of the licenses and license rights of Respondent JAC  
23 under the provisions of Section 10177(g) of the Code.

24                2.       The acts and omissions of CHAVEZ, as described in the Accusation, are  
25 grounds for the suspension or revocation of the licenses and license rights of Respondent  
26 CHAVEZ under the provisions of Section 10177(g) of the Code.

3. The acts and omissions of SALAS, as described in the Accusation, are grounds for the suspension or revocation of the licenses and license rights of Respondent SALAS under the provisions of Section 10177(g) of the Code.

ORDER

JACQUE' AND COMPANY, INC. (JAC)

All licenses and licensing rights of JAC, under the Real Estate Law are revoked;  
provided, however, a restricted corporate real estate broker license shall be issued to JAC,  
pursuant to Section 10156.5 of the Code, if JAC makes application therefore and pays to the  
Bureau of Real Estate the appropriate fee for the restricted license within 90 days from the  
effective date of this Stipulation. The restricted license issued to JAC shall be subject to all of  
the provisions of Section 10156.7 of the Code and to the following limitations, conditions, and  
restrictions imposed under authority of Section 10156.6 of the Code:

1. The restricted license issued to JAC may be suspended prior to hearing by  
Order of the Commissioner on evidence satisfactory to the Commissioner that JAC has violated  
provisions of the California Real Estate Law, the Subdivided Lands Law, Regulations of the  
Commissioner or conditions attaching to the restricted license.

2. JAC shall not be eligible to apply for the issuance of any unrestricted real estate license nor the removal of any of the conditions, limitations, or restrictions of a restricted until two (2) years have elapsed from the effective date of this Stipulation. JAC shall not be eligible to apply for any unrestricted licenses until all restrictions attaching to the license have been removed.

4. Pursuant to Section 10148 of the Code, JAC with CHAVEZ, jointly and severally, shall pay the sum of \$8,514.90 for the Commissioner's cost of the audit which led to this disciplinary action. JAC and CHAVEZ shall pay such cost within sixty (60) days of receiving an invoice therefore from the Commissioner. Payment of audit costs should not be made until JAC and CHAVEZ receive the invoice. If JAC and CHAVEZ fail to satisfy this condition in a timely manner as provided for herein, JAC's and CHAVEZ's real estate licenses



1 shall automatically be suspended until payment is made in full, or until a decision providing  
2 otherwise is adopted following a hearing held pursuant to this condition.

3 6. Pursuant to Section 10148 of the Code, JAC, CHAVEZ and SALAS,  
4 jointly and severally, shall pay the Commissioner's reasonable cost, not to exceed \$10,643.63,  
5 for an audit to determine if Respondents have corrected the violation(s) found in the  
6 "Determination of Issues". In calculating the amount of the Commissioner's reasonable cost, the  
7 Commissioner may use the estimated average hourly salary for all persons performing audits of  
8 real estate brokers, and shall include an allocation for travel time to and from the auditor's place  
9 of work. Respondents shall pay such cost within sixty (60) days of receiving an invoice  
10 therefore from the Commissioner. Payment of the audit costs should not be made until  
11 Respondents receive the invoice. If Respondents fail to satisfy this condition in a timely manner  
12 as provided for herein, Respondents' real estate licenses shall automatically be suspended until  
13 payment is made in full, or until a decision providing otherwise is adopted following a hearing  
14 held pursuant to this condition.

15 MANUEL CHAVEZ, JR.

16 1. All licenses and licensing rights of CHAVEZ under the Real Estate Law  
17 are suspended for a period of sixty (60) days from the effective date of this Stipulation;  
18 provided, however, that:

19 a. Thirty (30) days of said suspension shall be stayed, upon the  
20 condition that CHAVEZ petitions pursuant to Section 10175.2 of the Code and pays a  
21 monetary penalty pursuant to Section 10175.2 of the Code at a rate of \$100.00 for each day of  
22 the suspension for a total monetary penalty of \$3,000.00.

23 i. Said payment shall be in the form of a cashier's check  
24 made payable to the Bureau of Real Estate. Said check must be delivered to the Bureau of  
25 Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the  
26 effective date of this Order.

ii. No further cause for disciplinary action against the Real Estate licenses of CHAVEZ occurs within two (2) years from the effective date of the Stipulation in this matter.

iii. If CHAVEZ fails to pay the monetary penalty as provided  
above prior to the effective date of this Stipulation, the suspension shall go into effect  
automatically.

iv. If CHAVEZ timely pays the monetary penalty and any  
other moneys due under this Stipulation; and if no further cause for disciplinary action against  
the real estate license of CHAVEZ occurs within two (2) years from the effective date of this  
Stipulation, the entire stay hereby granted pursuant to this Stipulation, as to LAW only, shall  
become permanent.

2. The remaining thirty (30) days of said suspension shall also be stayed  
for two (2) years upon the following terms and conditions:

a. CHAVEZ shall obey all laws, rules and regulations governing  
the rights, duties and responsibilities of a real estate licensee in the State of California; and,

b. That no final subsequent determination be made, after hearing or  
upon stipulation, that cause for disciplinary action occurred within two (2) years from the effective date of this Stipulation. Should such a determination be made, the Commissioner may, in his discretion, vacate and set aside the stay order and reimpose all or a portion of the stayed suspension. Should no such determination be made, the stay imposed herein shall become permanent.

4. Pursuant to Section 10148 of the Code, CHAVEZ and JAC, shall jointly  
and severally pay the sum of \$8,514.90 for the Commissioner's cost of the audit which led to this disciplinary action. CHAVEZ and JAC shall pay such cost within sixty (60) days of receiving an invoice therefore from the Commissioner. Payment of audit costs should not be made until CHAVEZ and JAC receive the invoice. If CHAVEZ and JAC fail to satisfy this condition in a timely manner as provided for herein, CHAVEZ' and JAC's real estate licenses shall



1 automatically be suspended until payment is made in full, or until a decision providing otherwise  
2 is adopted following a hearing held pursuant to this condition.

3 5. Pursuant to Section 10148 of the Code, CHAVEZ, JAC and SALAS, shall  
4 jointly and severally pay the Commissioner's reasonable cost, not to exceed \$10, 643.63, for an  
5 audit to determine if Respondents have corrected the violation(s) found in the "Determination of  
6 Issues". In calculating the amount of the Commissioner's reasonable cost, the Commissioner  
7 may use the estimated average hourly salary for all persons performing audits of real estate  
8 brokers, and shall include an allocation for travel time to and from the auditor's place of work.  
9 Respondents shall pay such cost within sixty (60) days of receiving an invoice therefore from the  
10 Commissioner. Payment of the audit costs should not be made until Respondents receive the  
11 invoice. If Respondents fail to satisfy this condition in a timely manner as provided for herein,  
12 Respondents' real estate licenses shall automatically be suspended until payment is made in full,  
13 or until a decision providing otherwise is adopted following a hearing held pursuant to this  
14 condition.

15 4. CHAVEZ shall, within six (6) months from the effective date of this Decision,  
16 take and pass the Professional Responsibility Examination administered by the Department  
17 including the payment of the appropriate examination fee. If CHAVEZ fails to satisfy this  
18 condition, the Commissioner may order suspension of CHAVEZ's license until CHAVEZ  
19 passes the examination.

20 ESTHELA MARTINEZ SALAS

21 1. All licenses and licensing rights of SALAS under the Real Estate Law are  
22 suspended for a period of sixty (60) days from the effective date of this Stipulation; provided,  
23 however, that:

24 c. Thirty (30) days of said suspension shall be stayed, upon the  
25 condition that SALAS petitions pursuant to Section 10175.2 of the Code and pays a monetary  
26 penalty pursuant to Section 10175.2 of the Code at a rate of \$100.00 for each day of the  
27 suspension for a total monetary penalty of \$3,000.00.

1 i. Said payment shall be in the form of a cashier's check  
2 made payable to the Bureau of Real Estate. Said check must be delivered to the Bureau of  
3 Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the  
4 effective date of this Order.

5 ii. No further cause for disciplinary action against the Real  
6 Estate licenses of SALAS occurs within two (2) years from the effective date of the Stipulation  
7 in this matter.

8 iii. If SALAS fails to pay the monetary penalty as provided  
9 above prior to the effective date of this Stipulation, the suspension shall go into effect  
10 automatically.

11 iv. If SALAS timely pays the monetary penalty and any  
12 other moneys due under this Stipulation; and if no further cause for disciplinary action against  
13 the real estate license of SALAS occurs within two (2) years from the effective date of this  
14 Stipulation, the entire stay hereby granted pursuant to this Stipulation, as to SALAS, shall  
15 become permanent.

16 2. The remaining thirty (30) days of said suspension shall also be stayed for two  
17 (2) years upon the following terms and conditions:

18 d. SALAS shall obey all laws, rules and regulations governing the  
19 rights, duties and responsibilities of a real estate licensee in the State of California; and,

20 e. That no final subsequent determination be made, after hearing or  
21 upon stipulation, that cause for disciplinary action occurred within two (2) years from the  
22 effective date of this Stipulation. Should such a determination be made, the Commissioner  
23 may, in his discretion, vacate and set aside the stay order and reimpose all or a portion of the  
24 stayed suspension. Should no such determination be made, the stay imposed herein shall  
25 become permanent.

26 3. Pursuant to Section 10148 of the Code, SALAS, CHAVEZ and JAC, shall jointly  
27



1 and severally pay the Commissioner's reasonable cost, not to exceed \$10, 643.63, for an audit to  
2 determine if Respondents have corrected the violation(s) found in the "Determination of Issues".  
3 In calculating the amount of the Commissioner's reasonable cost, the Commissioner may use the  
4 estimated average hourly salary for all persons performing audits of real estate brokers, and shall  
5 include an allocation for travel time to and from the auditor's place of work. Respondents shall  
6 pay such cost within sixty (60) days of receiving an invoice therefore from the Commissioner.  
7 Payment of the audit costs should not be made until Respondents receive the invoice. If  
8 Respondents fail to satisfy this condition in a timely manner as provided for herein,  
9 Respondents' real estate licenses shall automatically be suspended until payment is made in full,  
10 or until a decision providing otherwise is adopted following a hearing held pursuant to this  
11 condition.

12 4. SALAS shall, within six (6) months from the effective date of this Decision,  
13 take and pass the Professional Responsibility Examination administered by the Department  
14 including the payment of the appropriate examination fee. If SALAS fails to satisfy this  
15 condition, the Commissioner may order suspension of SALAS's license until SALAS passes the  
16 examination.

17  
18 3/21/17  
19 \_\_\_\_\_  
20 DATED

Richard K. Uno, Esq., Counsel  
Bureau of Real Estate

21 \* \* \*

22 I have read the Stipulation and Order in Settlement and Order and its terms are  
23 understood by me and are agreeable and acceptable to me. I understand that I am waiving  
24 rights given to me by the California Administrative Procedure Act (including but not limited to  
25 Sections 11506, 11508, 11509, and 11513 of the Government Code), and I willingly,  
26 intelligently, and voluntarily waive those rights, including the right of requiring the  
27 Commissioner to prove the allegations in the Accusation at a hearing at which I would have the

1 right to cross-examine witnesses against me and to present evidence in defense and mitigation  
2 of the charges. Respondents can signify acceptance and approval of the terms and conditions of  
3 this Stipulation and Order by faxing a copy of the signature page, as actually signed by  
4 Respondents, to the Bureau at fax number (916) 263-3767. Respondents agree, acknowledge  
5 and understand that by electronically sending to the Bureau a fax copy of Respondents' actual  
6 signatures as they appear on the Stipulation and Order, that receipt of the faxed copy by the  
7 Bureau shall be as binding on Respondents as if the Bureau had received the original signed  
8 Stipulation and Order.

9 JACQUE AND COMPANY, INC.

10  
11 DATED

By: ESTHELA MARTINEZ SALAS,  
Designated Officer

12 \*\*\*\*\*

13  
14 *I have reviewed this Stipulation and Agreement as to form and content and have  
advised my client accordingly.*

15  
16 DATED

MARY E. WORK

17 \*\*\*\*\*

18  
19 DATED

3-15-2017

MANUEL CHAVEZ, JR.,

20 \*\*\*\*\*

21 *I have reviewed this Stipulation and Agreement as to form and content and have  
22 advised my client accordingly.*

23  
24 DATED

3/30/17

DAVE MCNAMARA

25 \*\*\*\*\*

26  
27 DATED

ESTHELA MARTINEZ SALAS

1 right to cross-examine witnesses against me and to present evidence in defense and mitigation  
2 of the charges. Respondents can signify acceptance and approval of the terms and conditions of  
3 this Stipulation and Order by faxing a copy of the signature page, as actually signed by  
4 Respondents, to the Bureau at fax number (916) 263-3767. Respondents agree, acknowledge  
5 and understand that by electronically sending to the Bureau a fax copy of Respondents' actual  
6 signatures as they appear on the Stipulation and Order, that receipt of the faxed copy by the  
7 Bureau shall be as binding on Respondents as if the Bureau had received the original signed  
8 Stipulation and Order.

9  
10 3/17/2017  
11 DATED

JACQUE AND COMPANY, INC.

  
By: JACQUELINE MARIA AVILES,  
President Marie

\*\*\*\*

13  
14 *I have reviewed this Stipulation and Agreement as to form and content and have*  
15 *advised my client accordingly.*

16 3/22/2017  
17 DATED

  
MARY E. WORK

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18  
19 DATED

MANUEL CHAVEZ, JR.,

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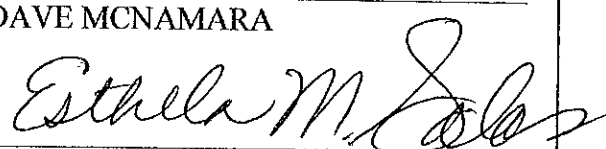
21 *I have reviewed this Stipulation and Agreement as to form and content and have*  
22 *advised my client accordingly.*

23  
24 DATED

DAVE MCNAMARA

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26 3/17/17  
27 DATED

  
ESTHELA MARTINEZ SALAS



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The foregoing Stipulation and Agreement In Settlement and Order is hereby  
adopted by me as my Decision in this matter as to Respondents JACQUE AND COMPANY,  
INC., MANUEL CHAVEZ, Jr. and ESTHELA MARTINEZ SALAS, and shall become  
effective at 12 o'clock noon on JUN 20 2017.

IT IS SO ORDERED

5/25/2017

REAL ESTATE COMMISSIONER  
WAYNE S. BELL

