

1 Bureau of Real Estate  
2 P.O. Box 137007  
3 Sacramento, CA 95813-7007

4 Telephone: (916) 263-8672  
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**FILED**

FEB 28 2018

BUREAU OF REAL ESTATE  
By B. Nicholas

6  
7  
8 BEFORE THE BUREAU OF REAL ESTATE  
9 STATE OF CALIFORNIA

10 \* \* \*

11 In the Matter of the Accusation of )

12 MELSON REALTY, INC. and )  
13 MELINDA ANNE MOYES, )

14 Respondents. )

BRE No. H-3086 FR

STIPULATION AND  
AGREEMENT

15 It is hereby stipulated by and between MELSON REALTY, INC. (MRI) and  
16 MELINDA ANNE MOYES (MOYES), collectively Respondents, represented by Timothy L.  
17 Thompson, and the Complainant, acting by and through Megan Lee Olsen, Counsel for the  
18 Bureau of Real Estate (Bureau); as follows for the purpose of settling and disposing of the  
19 Accusation filed on September 18, 2017, in this matter:

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

25 2. Respondents have received, read, and understands the Statement to  
26 Respondent, and the Discovery Provisions of the APA filed by the Bureau in this proceeding.

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1           3.     On or about September 25, 2017, Respondents filed a Notice of Defense  
2 pursuant to Section 11505 of the Government Code for the purpose of requesting a hearing on  
3 the allegations in the Accusation. Respondents hereby freely and voluntarily withdraw said  
4 Notice of Defense. Respondents acknowledges and understands that by withdrawing said Notice  
5 of Defense Respondents will thereby waive Respondents' rights to require the Real Estate  
6 Commissioner (Commissioner) to prove the allegations in the Accusation at a contested hearing  
7 held in accordance with the provisions of the APA, and that Respondents will waive other rights  
8 afforded to Respondents in connection with the hearing such as the right to present evidence in  
9 defense of the allegations in the Accusation and the right to cross-examine witnesses.

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

16           5.     It is understood by the parties that the Commissioner may adopt the  
17 Stipulation as his Decision and Order in this matter, thereby imposing the penalty and sanctions  
18 on Respondent's real estate licenses and license rights as set forth in the below "Order". In the  
19 event that the Commissioner in his discretion does not adopt the Stipulation, it shall be void and  
20 of no effect, and Respondents shall retain the rights to a hearing and proceeding on the  
21 Accusation under all the provisions of the APA and shall not be bound by any admission or  
22 waiver made herein.

23           6.     The Order or any subsequent Order of the Commissioner made pursuant  
24 to this Stipulation shall not constitute an estoppel, merger, or bar to any further administrative or  
25 civil proceedings by the Bureau of Real Estate with respect to any matters which were not  
26 specifically alleged in Accusation No. H-3086 FR.

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1                 7.         Respondents understand that by agreeing to this Stipulation and  
2 Agreement, Respondents agree to pay, pursuant to Section 10106 of the Business and  
3 Professions Code (Code), the cost of the investigation which resulted in the determination that  
4 Respondents committed the violations found in the Determination of Issues. The amount of said  
5 costs is \$3,738.50.

6   DETERMINATION OF ISSUES

7   MELSON REALTY, INC. and MELINDA ANNE MOYES

8                 By reason of the foregoing stipulations, admissions and waivers and solely for the  
9 purpose of settlement of the pending Accusation without a hearing, it is stipulated and agreed  
10 that the acts and/or omissions of Respondents, as described in the Accusation, constitute grounds  
11 for the suspension or revocation of the licenses and license rights of Respondents under the  
12 provisions of Sections 10177(d) and 10177 (g) of the Code.

13   MELINDA ANNE MOYES

14                 By reason of the foregoing stipulations, admissions and waivers, and solely for  
15 the purpose of settlement of the pending Accusation without a hearing, it is stipulated and agreed  
16 that the acts and/or omissions of Respondent MOYES, as described in the Accusation, constitute  
17 grounds for the suspension or revocation of the licenses and license rights of Respondent  
18 MOYES under the provisions of Sections 10177(d), 10177 (g) and 10177 (h) of the Code.

19   ORDER

20   MELSON REALTY, INC.

21                 All licenses and licensing rights of MRI, under the Real Estate Law are suspended  
22 for a period of ninety (90) days from the effective date of this Order; provided, however, that:

23                 1.         Sixty (60) days of said suspension shall be stayed, upon the condition that  
24 MRI petition pursuant to Section 10175.2 of the Code and pays a monetary penalty pursuant to  
25 Section 10175.2 of the Code at a rate of \$50 for each day of the suspension for a total monetary  
26 penalty of \$3,000.

27         ///

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

4           b) No further cause for disciplinary action against the Real Estate licenses of MRI  
5 occurs within two (2) years from the effective date of the decision in this matter.

6           c) If MRI fail to pay the monetary penalty as provided above prior to the effective  
7 date of this Order, the stay of the suspension shall be vacated as to MRI and the order of  
8 suspension shall be immediately executed, under this Order, in which event MRI shall not be  
9 entitled to any repayment nor credit, prorated or otherwise, for the money paid to the Bureau  
10 under the terms of this Order.

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

15           2. Thirty (30) days of said suspension shall be stayed for two (2) years upon  
16 the following terms and conditions:

17           a) MRI shall obey all laws, rules and regulations governing the rights, duties and  
18 responsibilities of a real estate licensee in the State of California; and,

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

24   MELINDA ANNE MOYES

25           All licenses and licensing rights of MOYES, under the Real Estate Law are  
26 suspended for a period of ninety (90) days from the effective date of this Order; provided,  
27 however, that:

1                    1. Sixty (60) days of said suspension shall be stayed, upon the condition that  
2 MOYES petition pursuant to Section 10175.2 of the Code and pays a monetary penalty pursuant  
3 to Section 10175.2 of the Code at a rate of \$50 for each day of the suspension for a total  
4 monetary penalty of \$3,000.

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

8                    b) No further cause for disciplinary action against the Real Estate licenses of  
9 MOYES occurs within two (2) years from the effective date of the decision in this matter.

10                    c) If MOYES fail to pay the monetary penalty as provided above prior to the  
11 effective date of this Order, the stay of the suspension shall be vacated as to MOYES and the  
12 order of suspension shall be immediately executed, under this Order, in which event MOYES  
13 shall not be entitled to any repayment nor credit, prorated or otherwise, for the money paid to the  
14 Bureau under the terms of this Order.

15                    d) If MOYES pays the monetary penalty and any other moneys due under this  
16 Stipulation and Agreement and if no further cause for disciplinary action against the real estate  
17 license of said MOYES occurs within two (2) years from the effective date of this Order, the  
18 entire stay hereby granted this Order, as to MOYES only, shall become permanent.

19                    2. Thirty (30) days of said suspension shall be stayed for two (2) years upon  
20 the following terms and conditions:

21                    a) MOYES shall obey all laws, rules and regulations governing the rights, duties and  
22 responsibilities of a real estate licensee in the State of California; and,

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

1                    3.      MOYES shall, within six (6) months from the effective date of this  
2 Decision and Order, take and pass the Professional Responsibility Examination administered by  
3 the Bureau including the payment of the appropriate examination fee. If MOYES fails to satisfy  
4 this condition, MOYES real estate license shall automatically be suspended until MOYES passes  
5 the examination.

6                    MELSON REALTY, INC. and MELINDA ANNE MOYES

7                    All licenses and licensing rights of Respondents are indefinitely suspended unless  
8 or until Respondents, jointly and severally, pays the sum of \$3,738.50 for the Commissioner's  
9 reasonable cost of the investigation which led to this disciplinary action. Said payment shall be  
10 in the form of a cashier's check made payable to the Bureau of Real Estate, Flag Section at P.O.  
11 Box 137013, Sacramento, CA 95813-7013, prior to the effective date of this Stipulation.

12  
13                    1/9/2018  
14 DATED

13                      
14 MEGAN LEE OLSEN  
15 Counsel for Complainant

16                    \* \* \*

17                    I have read the Stipulation and Agreement, discussed it with my counsel, and its  
18 terms are understood by me and are agreeable and acceptable to me. I understand that I am  
19 waiving rights given to me by the California Administrative Procedure Act, and I willingly,  
20 intelligently and voluntarily waive those rights, including the right of requiring the  
21 Commissioner to prove the allegations in the Accusations at a hearing at which I would have the  
22 right to cross-examine witnesses against me and to present evidence in defense and mitigation of  
23 the charges.

24                    Respondent and Respondent's attorney further agree to send the original signed  
25 Stipulation and Agreement by mail to the following address no later than one (1) week from the  
26 date the Stipulation and Agreement is signed by Respondent and Respondent's attorney: *Bureau*  
27 *of Real Estate, Legal Section, P.O. Box 137007, Sacramento, California 95813-7007.*

1 Respondent and Respondent's attorney understand and agree that if they fail to return the original  
2 signed Stipulation and Agreement by the due date, Complainant retains the right to set this matter  
3 for hearing.

4 1/29/18  
5 DATED

Melinda Anne Moyes  
MELSON REALTY, INC.  
Respondent  
By: MELINDA ANNE MOYES  
Designated Officer

8 1/29/18  
9 DATED

Melinda Anne Moyes  
MELINDA ANNE MOYES  
Respondent

11 \*\*\*

12 *I have reviewed the Stipulation and Agreement as to form and content and have*  
13 *advised my clients accordingly.*

14 1/30/18  
15 DATED

T-L-T  
TIMOTHY L. THOMPSON  
Attorney for Respondent

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18 The foregoing Stipulation and Agreement is hereby adopted as my Decision and  
19 Order and shall become effective at 12 o'clock noon on MAR 21 2018

20 IT IS SO ORDERED 2/22/18

22 WAYNE S. BELL  
REAL ESTATE COMMISSIONER  
Daniel J. Sandri  
By: DANIEL J. SANDRI  
Chief Deputy Commissioner