

FILED

MAY 15 2013

DEPARTMENT OF REAL ESTATE

By R. Jones

1 DEPARTMENT OF REAL ESTATE  
2 P. O. Box 187007  
3 Sacramento, CA 95818-7007  
4 Telephone: (916) 227-2380  
5  
6  
7

8 BEFORE THE DEPARTMENT OF REAL ESTATE  
9 STATE OF CALIFORNIA

10 \* \* \*

11 In the Matter of the Accusation of ) DRE No. H-4390 SD  
12 )  
13 DEL MAR REALTY ASSOCIATES, )  
14 And DENNIS EDWARD PETRAS, ) STIPULATION AND AGREEMENT  
15 Respondents. ) IN SETTLEMENT AND ORDER

16 It is hereby stipulated by and between DEL MAR REALTY ASSOCIATES  
17 (DMRA), and DENNIS EDWARD PETRAS (PETRAS), and their counsel Mary E. Work, and  
18 the Complainant, acting by and through Richard K. Uno, Counsel for the Department of Real  
19 Estate; as follows for the purpose of settling and disposing of the Accusation filed on July 30,  
20 2012, in this matter:

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

26 ///

27 ///

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

4                   3. On August 8, 2012, Respondents filed a Notice of Defense pursuant to  
5 Section 11505 of the Government Code for the purpose of requesting a hearing on the allegations  
6 in the Accusation. Respondents hereby freely and voluntarily withdraw said Notices of Defense.  
7 Respondents acknowledge that they understand that by withdrawing said Notices of Defense they  
8 will thereby waive their right to require the Commissioner to prove the allegations in the  
9 Accusation at a contested hearing held in accordance with the provisions of the APA and that  
10 they will waive other rights afforded to them in connection with the hearing such as the right to  
11 present evidence in defense of the allegations in the Accusation and the right to cross-examine  
12 witnesses.

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

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

26                   6. The Order or any subsequent Order of the Real Estate Commissioner made  
27 pursuant to this Stipulation and Agreement In Settlement and Order shall not constitute an



1 period of sixty (60) days from the effective date of this Order; provided, however, that if  
2 DMRA petitions, thirty (30) days of said suspension shall be stayed upon condition that:

3 a. DMRA pays a monetary penalty pursuant to Section 10175.2 of the Business  
4 and Professions Code at the rate of \$100.00 per day for thirty (30) days of the suspension for a  
5 total monetary penalty of \$3,000.00.

6 b. Said payment shall be in the form of a cashier's check or certified check made  
7 payable to the Recovery Account of the Real Estate Fund. Said check must be received by the  
8 Department prior to the effective date of the Decision in this matter.

9 c. No further cause for disciplinary action against the real estate license of  
10 DMRA occurs within two years from the effective date of the Decision in this matter.

11 d. If DMRA fails to pay the monetary penalty in accordance with the terms and  
12 conditions of the Decision, the Commissioner may, without a hearing, order the immediate  
13 execution of all or any part of the stayed suspension in which event the DMRA shall not be  
14 entitled to any repayment nor credit, prorated or otherwise, for money paid to the Department  
15 under the terms of this Decision.

16 e. If DMRA pays the monetary penalty, and if no further cause for disciplinary  
17 action against the real estate license of DMRA occurs within two (2) years from the effective  
18 date of the Decision, the stay hereby granted shall become permanent.

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

21 a. DMRA shall obey all laws, rules and regulations governing the rights,  
22 duties and 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  
24 stipulation, that cause for disciplinary action occurred within two (2) years from the effective  
25 date of this Order. Should such a determination be made, the Commissioner may, in his  
26 discretion, vacate and set aside the stay order and reimpose all or a portion of the stayed  
27 suspension.

1 B. DENNIS EDWARD PETRAS

2 1. The real estate broker license and license rights of Respondent DENNIS  
3 EDWARD PETRAS (PETRAS), under the Real Estate Law are suspended for a period of sixty  
4 (60) days from the effective date of this Order; provided, however, that if PETRAS petitions,  
5 thirty (30) days of said suspension shall be stayed upon condition that:

6 a. PETRAS pays a monetary penalty pursuant to Section 10175.2 of the  
7 Business and Professions Code at the rate of \$100.00 per day for thirty (30) days of the  
8 suspension for a total monetary penalty of \$3,000.00 before the effective date of the Stipulation  
9 and Agreement.

10 b. Said payment shall be in the form of a cashier's check or certified check made  
11 payable to the Recovery Account of the Real Estate Fund. Said check must be received by the  
12 Department prior to the effective date of the Decision in this matter.

13 c. No further cause for disciplinary action against the real estate license of  
14 PETRAS occurs within two years from the effective date of the Decision in this matter.

15 d. If PETRAS fails to pay the monetary penalty in accordance with the terms and  
16 conditions of the Decision, the Commissioner may, without a hearing, order the immediate  
17 execution of all or any part of the stayed suspension in which event PETRAS shall not be  
18 entitled to any repayment nor credit, prorated or otherwise, for money paid to the Department  
19 under the terms of this Decision.

20 e. If PETRAS pays the monetary penalty, and if no further cause for disciplinary  
21 action against the real estate license of Respondent occurs within two (2) years from the effective  
22 date of the Decision, the stay hereby granted shall become permanent.

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

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

27 ///

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

7                    DEL MAR REALTY ASSOCIATES and DENNIS EDWARD PETRAS

8                    1. Pursuant to Section 10148 of the Business and Professions Code, DMRA and  
9 PETRAS, jointly and severally, shall pay for the Commissioner's reasonable costs as follows:  
10 a) \$7,009.90 for the audit which led to this disciplinary action and, b) an amount less than or  
11 equal to \$7,009.90 for any subsequent audit to determine if Respondents have corrected the trust  
12 fund violations found in the Determination of Issues. In calculating the amount of the  
13 Commissioner's reasonable cost, the Commissioner may use the estimated average hourly salary  
14 for all persons performing audits of real estate brokers, and shall include an allocation for travel  
15 costs, including mileage, time to and from the auditor's place of work and per diem.  
16 Respondents shall pay such cost within sixty (60) days of receiving an invoice from the  
17 Commissioner detailing the activities performed during the audit and the amount of time spent  
18 performing those activities. The Commissioner may, in his discretion, vacate and set aside the  
19 stay order, if payment is not timely made as provided for herein, or as provided for in a  
20 subsequent agreement between the Respondents and the Commissioner. The vacation and the  
21 set aside of the stay shall remain in effect until payment is made in full, or until Respondents  
22 enter into an agreement satisfactory to the Commissioner to provide for payment. Should no  
23 order vacating the stay be issued, either in accordance with this condition, the stay imposed  
24 herein shall become permanent.

25                    3/5/13

26                    \_\_\_\_\_  
                         DATED

25                    

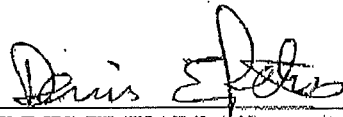
26                    \_\_\_\_\_  
                         RICHARD K. UNO, Counsel III  
                         DEPARTMENT OF REAL ESTATE

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27


\*\*\*

I have read the Stipulation and Agreement in Settlement and Order and its terms are understood by me and are agreeable and acceptable to me. I understand that I am waiving rights given to me by the California Administrative Procedure Act (including but not limited to Sections 11506, 11508, 11509 and 11513 of the Government Code), and I willingly, intelligently, and voluntarily waive those rights, including the right of requiring the Commissioner to prove the allegations in the Accusation at a hearing at which I would have the right to cross-examine witnesses against me and to present evidence in defense and mitigation of the charges.

3/1/13  
DATED

  
DENNIS EDWARD PETRAS  
Respondent

3/1/13  
DATED

  
DEL MAR REALTY ASSOCIATES  
Respondent  
By the Designated Officer, DENNIS  
EDWARD PETRAS

\*\*\*

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

3/5/13  
DATED

  
MARY E. WORK

\*\*\*

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27

The foregoing Stipulation and Agreement In Settlement and Order is hereby  
adopted by the Real Estate Commissioner as his Decision and Order and shall become effective  
at 12 o'clock noon on JUN 04 2013

IT IS SO ORDERED 4/23/2013

WAYNE S. BELL  
Real Estate Commissioner

