

**FILED**

**JAN 25 2023**

**DEPT. OF REAL ESTATE**

By 

1 Department of Real Estate  
2 320 W. 4th Street, Suite 350  
3 Los Angeles, CA 90013-1105  
4 Telephone: (213) 576-6982

8 BEFORE THE DEPARTMENT OF REAL ESTATE

9 STATE OF CALIFORNIA

10 \* \* \*

11 In the Matter of the Accusation Against )

DRE No. H-05707 SD )

12 WILLIAM ELADIN FLORES, )

STIPULATION AND AGREEMENT  
IN SETTLEMENT AND ORDER

13 Respondent. )  
14 )  
15 )

16 It is hereby stipulated by and between WILLIAM ELADIN FLORES (“Respondent”),  
17 representing himself, and the Complainant, acting by and through Diane Lee, Esq., Counsel for  
18 the Department of Real Estate, as follows for the purpose of settling and disposing of the  
19 Accusation filed on November 3, 2022, in this matter:

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

25 2. Respondent received, read, and understands the Statement to Respondent, the  
26 Discovery Provisions of the APA and the Accusation filed by the Department of Real Estate  
27 (“Department”) in this proceeding.

1           3. Respondent understands by signing this Stipulation and Agreement, provided this  
2 Stipulation and Agreement is accepted and signed by the Real Estate Commissioner, Respondent  
3 is waiving Respondent's right to require the Commissioner to prove the allegations in the  
4 Accusation at a contested hearing held in accordance with the provisions of the APA, and that  
5 Respondent will waive other rights afforded to Respondent in connection with the hearing, such  
6 as the right to present evidence in his defense and the right to cross-examine witnesses.

7           4. This Stipulation is based on the factual allegations contained in the Accusation filed in  
8 this proceeding. In the interest of expedience and economy, Respondent chooses not to contest  
9 these factual allegations, but to remain silent and understands that, as a result thereof, these  
10 factual statements, will serve as a prima facie basis for the disciplinary action stipulated to  
11 herein. The Real Estate Commissioner shall not be required to provide further evidence to prove  
12 such allegations.

13           5. It is understood by the parties that the Real Estate Commissioner may adopt this  
14 Stipulation as his Decision in this matter thereby imposing the penalty and sanctions on  
15 Respondent's real estate license and license rights as set forth in the below "Order." In the event  
16 that the Commissioner in his discretion does not adopt the Stipulation, the Stipulation shall be  
17 void and of no effect, and Respondent shall retain the right to a hearing and proceed on the  
18 Accusation under the provisions of the APA and shall not be bound by any stipulation or waiver  
19 made herein.

20           6. The Order or any subsequent Order of the Real Estate Commissioner made pursuant to  
21 this Stipulation shall not constitute an estoppel, merger or bar to any further administrative or  
22 civil proceedings by the Department with respect to any matters which were not specifically  
23 alleged to be causes for accusation in this proceeding.

24 ///

25 ///

26 ///

27 ///








1 no such determination be made, the stay imposed herein shall become permanent.

2  
3 V. INVESTIGATION AND ENFORCEMENT COSTS

4 Respondent shall, within three (3) months of the effective date of this Decision and  
5 Order, pay the sum of \$863.85 for the Commissioner's reasonable costs of the investigation  
6 (\$378.85) and enforcement (\$485.00), which led to this disciplinary action. Said payment shall  
7 be in the form of a cashier's check made payable to the Department of Real Estate. The payment  
8 of the investigative and enforcement costs must be delivered to the Department of Real Estate,  
9 Flag Section, at P.O. Box 137013, Sacramento, CA 95813-7013, within three (3) months from  
10 the effective date of this Decision and Order. If the costs of investigation and enforcement are  
11 not paid within three (3) months from the effective date of this Decision and Order, the license  
12 and license rights of Respondent shall automatically be suspended until full payment is made.

13  
14 DATED: 12/15/2022

  
\_\_\_\_\_  
Diane Lee, Counsel for  
Department of Real Estate

15  
16 EXECUTION OF THE STIPULATION

17 I have read the Stipulation and its terms are understood by me and are agreeable and  
18 acceptable to me. I understand that I am waiving rights given to me by the California  
19 Administrative Procedure Act (including but not limited to Sections 11506, 11508, 11509 and  
20 11513 of the Government Code), and I willingly, intelligently and voluntarily waive those rights,  
21 including the right of requiring the Commissioner to prove the allegations in the Accusation at a  
22 hearing at which I would have the right to cross-examine witnesses against me and to present  
23 evidence in defense and mitigation of the charges.

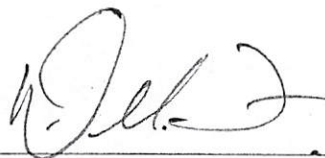
24 Respondent shall mail the original signed signature page of the stipulation herein to  
25 Diane Lee, Attention: Legal Section, Department of Real Estate, 320 W. Fourth St., Suite 350.  
26 Los Angeles, California 90013-1105.

27 In the event of time constraints before an administrative hearing, Respondent can signify

1 acceptance and approval of the terms and conditions of this Stipulation and Agreement by  
2 emailing a scanned copy of the signature page, as actually signed by Respondent, to the  
3 Department counsel assigned to this case. Respondent agrees, acknowledges, and understands  
4 that by electronically sending the Department a scan of Respondent's actual signature as it  
5 appears on the Stipulation and Agreement that receipt of the scan by the Department shall be  
6 binding on Respondent as if the Department had received the original signed Stipulation and  
7 Agreement.

8 Respondent's signature below constitutes acceptance and approval of the terms and  
9 conditions of this Stipulation. Respondent agrees, acknowledges, and understands that by signing  
10 this Stipulation, Respondent is bound by its terms as of the date of such signatures, and that this  
11 agreement is not subject to rescission or amendment at a later date except by a separate Decision  
12 and Order of the Real Estate Commissioner.

13  
14 DATED: 12/15/2022

  
15 WILLIAM ELADIN FLORES  
16 Respondent

17 The foregoing Stipulation and Agreement is hereby adopted as my Decision as to  
18 Respondent WILLIAM ELADIN FLORES and shall become effective at 12 o'clock noon on  
19 February 15, 2023.

20 IT IS SO ORDERED 1.19.23.

21  
22 DOUGLAS R. McCAULEY  
23 REAL ESTATE COMMISSIONER

24   
25  
26  
27