

FILED

FEB 26 2021

DEPARTMENT OF REAL ESTATE

By Y. Krupp

1 DEPARTMENT OF REAL ESTATE

2 P. O. Box 137007

3 Sacramento, CA 95813-7007.

4 Telephone: (916) 576-8700

8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the First Amended
12 Accusation of:

) Case No. H-6935 SAC

13 NEW BEGINNINGS FINANCIAL)
14 & REAL ESTATE,)
15 and JAMIE DALE BLOMBERG,)

) STIPULATION AND AGREEMENT
) IN SETTLEMENT AND ORDER

16 Respondents.)

17 It is hereby stipulated by and between Respondents NEW BEGINNINGS
18 FINANCIAL & REAL ESTATE ("NEW BEGINNINGS") and JAMIE DALE BLOMBERG
19 ("BLOMBERG"), acting by and through their counsel Joshua A. Rosenthal, and the
20 Complainant, acting by and through Jason D. Lazark, Counsel for the Department of Real
21 Estate, as follows for the purpose of settling and disposing of the First Amended Accusation
22 filed on October 13, 2020, in this matter:

23 1. All issues which were to be contested and all evidence which was to be
24 presented by Complainant and Respondents NEW BEGINNINGS, and BLOMBERG
25 (collectively referred to herein as "Respondents") at a formal hearing on the First Amended
26 Accusation, which hearing was to be held in accordance with the provisions of the
27 Administrative Procedure Act ("APA"), shall instead and in place thereof be submitted solely

1 on the basis of the provisions of this Stipulation and Agreement In Settlement and Order
2 ("Stipulation and Agreement").

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

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

16 4. Respondents, pursuant to the limitations set forth below, hereby admit that
17 the factual allegations as set forth in the First Amended Accusation filed in this proceeding are
18 true and correct and the Commissioner shall not be required to provide further evidence of such
19 allegations.

20 5. This Stipulation and Agreement is made for the purpose of reaching an
21 agreed disposition of this proceeding and is expressly limited to this proceeding and any other
22 proceeding or case in which the Department, the state or federal government, any agency of
23 this state, or an agency of another state is involved.

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

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

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

8 8. Respondents understand that by agreeing to this Stipulation and Agreement,
9 Respondents agree to be responsible for jointly and severally paying, pursuant to Section 10106
10 of the Business and Professions Code ("the Code"), the costs of the investigation and
11 enforcement of this case which resulted in the determination that Respondents committed the
12 violations found in the Determination of Issues. The amount of such costs is \$7,793.68.

13 * * *

14 DETERMINATION OF ISSUES

15 By reason of the foregoing stipulations, admissions and waivers, and solely for
16 the purpose of settlement of the pending First Amended Accusation without a hearing, it is
17 stipulated and agreed that the following determination of issues shall be made:

18 I.

19 The acts and omissions of NEW BEGINNINGS, as described in the First
20 Amended Accusation, are grounds for the suspension or revocation of the licenses and license
21 rights of NEW BEGINNINGS under the provisions of Sections 10166.051, 10166.07, 10176(g),
22 10176(i), 10177(d), 10177(g), 10177(j), 10232.4, 10232.45, 10232.5, 10234(a), 10234(d),
23 10236.7, 10238(a), 10238(f)(1), 10238(h)(3), 10238(k), and 10240 of the Code, and Sections
24 2843, and 2841.5 of Title 10, California Code of Regulations ("the Regulations").

25 II.

26 The acts and omissions of BLOMBERG, as described in the First Amended
27 Accusation, are grounds for the suspension or revocation of the licenses and license rights of

1 BLOMBERG under the provisions of Sections 10159.2, 10166.051, 10166.07, 10176(g),
2 10176(i), 10177(d), 10177(g), 10177(h), 10177(j), 10232.4, 10232.45, 10232.5, 10234(a),
3 10234(d), 10236.7, 10238(a), 10238(f)(1), 10238(h)(3), 10238(k), and 10240 of the Code, and
4 Sections 2725, 2843, and 2841.5 of the Regulations.

5 ORDER

6 I. AS TO NEW BEGINNINGS

7 All licenses and licensing rights of NEW BEGINNINGS under the Real Estate
8 Law are suspended for a period of one hundred twenty (120) days from the effective date of this
9 Order; provided, however, that:

10 1. Thirty (30) days of said suspension shall be stayed upon the condition that
11 NEW BEGINNINGS petitions pursuant to Section 10175.2 of the Code and pays a monetary
12 penalty pursuant to Section 10175.2 of the Code, at a rate of \$100 for each day of the suspension.
13 for a total monetary penalty of \$3,000.

14 a. Said payment shall be in the form of a cashier's check made payable to
15 the Department of Real Estate. Said check must be delivered to the Department of Real Estate.
16 Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective date of this
17 Order.

18 b. No further cause for disciplinary action against the real estate license
19 of NEW BEGINNINGS occurs within two (2) years from the effective date of the Order in this
20 matter.

21 c. If NEW BEGINNINGS fails to pay the monetary penalty in
22 accordance with the terms and conditions of the Decision, the Commissioner may, without a
23 hearing, order the immediate execution of all or any part of the stayed suspension, in which
24 event, NEW BEGINNINGS shall not be entitled to any repayment nor credit, prorated or
25 otherwise, for money paid to the Department under the terms of this decision.

26 d. If NEW BEGINNINGS pays the monetary penalty, and if no further
27 cause for disciplinary action against the real estate license of NEW BEGINNINGS occurs

1 within two (2) years from the effective date of the Decision herein, then the stay hereby
2 granted shall become permanent.

3 2. The remaining ninety (90) days of said suspension shall also be stayed for two
4 (2) years upon the following terms and conditions:

5 a. NEW BEGINNINGS shall obey all laws, rules and regulations
6 governing the rights, duties and responsibilities of a real estate licensee in the State of
7 California, and

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

14 II. AS TO BLOMBERG

15 All licenses and licensing rights of BLOMBERG under the Real Estate Law are
16 suspended for a period of one hundred twenty (120) days from the effective date of this Order;
17 provided, however, that:

18 1. Thirty (30) days of said suspension shall be stayed upon the condition that
19 BLOMBERG petitions pursuant to Section 10175.2 of the Code and pays a monetary penalty
20 pursuant to Section 10175.2 of the Code, at a rate of \$100 for each day of the suspension, for a
21 total monetary penalty of \$3,000.

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

26 b. No further cause for disciplinary action against the real estate license
27 of BLOMBERG occurs within two (2) years from the effective date of the Order in this matter.

1 c. If BLOMBERG fails to pay the monetary penalty in accordance with
2 the terms and conditions of the Decision, the Commissioner may, without a hearing, order the
3 immediate execution of all or any part of the stayed suspension, in which event, BLOMBERG
4 shall not be entitled to any repayment nor credit, prorated or otherwise, for money paid to the
5 Department under the terms of this decision.

6 d. If BLOMBERG pays the monetary penalty, and if no further cause
7 for disciplinary action against the real estate license of BLOMBERG occurs within two (2)
8 years from the effective date of the Decision herein, then the stay hereby granted shall become
9 permanent.

10 2. The remaining ninety (90) days of said suspension shall also be stayed for two
11 (2) years upon the following terms and conditions:

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

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

20 3. BLOMBERG shall, within nine (9) months from the issuance of the Order,
21 take and pass the Professional Responsibility Examination administered by the Department,
22 including the payment of the appropriate examination fee. All licenses and licensing rights of
23 BLOMBERG shall be indefinitely suspended unless or until BLOMBERG passes the
24 examination. In the event that access to the location for taking the Professional Responsibility
25 Examination is closed during normal business hours, the Department shall extend the time for
26 taking and passing the Professional Responsibility Examination by the same amount of time that
27 access to the test location was closed.

1 Respondents further 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
3 matter for hearing.

4
5 10-14-20

6 DATED

JAMIE DALE BLOMBERG
Designated Officer,
NEW BEGINNINGS FINANCIAL &
REAL ESTATE
Respondent

7
8
9
10 10-14-20

11 DATED

JAMIE DALE BLOMBERG,
Respondent

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

15
16 10-19-20

17 DATED

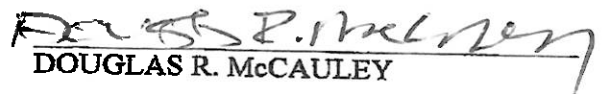
JOSHUA A. ROSENTHAL,
Attorney for Respondents
NEW BEGINNINGS FINANCIAL &
REAL ESTAE, and
JAMIE DALE BLOMBERG

18
19
20 ***

21 The foregoing Stipulation and Agreement is hereby adopted as my Decision in
22 this matter and shall become effective at 12 o'clock noon on MAR 19 2021

23 IT IS SO ORDERED 1-7-21, 2020.

24
25 REAL ESTATE COMMISSIONER

26
27 
DOUGLAS R. McCAULEY