

1 BUREAU OF REAL ESTATE
2 P. O. Box 137007
3 Sacramento, CA 95813-7007
4 Telephone: (916) 263-8670

FILED

JUL 22 2015

BUREAU OF REAL ESTATE

By L. Amst

8 BEFORE THE BUREAU OF REAL ESTATE

9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of:) Case No. H-11798 SF
12)
13 REMAX PROPERTIES WEST, INC. and,) STIPULATION AND AGREEMENT
14 MIKE MASOUMI,) IN SETTLEMENT AND ORDER
15 Respondents.)

16 It is hereby stipulated by and between Respondents REMAX PROPERTIES
17 WEST, INC. ("RPWI") and MIKE MASOUMI ("MASOUMI"), and the Complainant, acting
18 by and through Jason D. Lazark, Counsel for the Bureau of Real Estate ("Bureau"), as follows
19 for the purpose of settling and disposing of the First Amended Accusation filed on February 11,
20 2015, 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 RPWI and MASOUMI (collectively referred to
23 herein as "Respondents") at a formal hearing on the First Amended Accusation, which hearing
24 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 and Agreement").

27 ///

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

4 3. On or about February 12, 2015, Respondents filed Notices of Defense
5 pursuant to Section 11505 of the Government Code for the purpose of requesting a hearing on
6 the allegations in the First Amended Accusation. Respondents hereby freely and voluntarily
7 withdraw said Notices of Defense. Respondents acknowledge that they understand that by
8 withdrawing said Notices of Defense they will thereby waive their rights to require the
9 Commissioner to prove the allegations in the First Amended Accusation at a contested hearing
10 held in accordance with the provisions of the APA and that they will waive other rights
11 afforded to them in connection with the hearing such as the right to present evidence in defense
12 of the allegations in the First Amended Accusation and the right to cross-examine witnesses.

13 4. Respondents, pursuant to the limitations set forth below, hereby admit that
14 the factual allegations or findings of fact as set forth in the First Amended Accusation filed in
15 this proceeding are true and correct and the Real Estate Commissioner shall not be required to
16 provide further evidence of such allegations.

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

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

1 7. MASOUMI and RPWI understand that by agreeing to this Stipulation and
2 Agreement, MASOUMI and RPWI agree to jointly and severally pay, pursuant to Section 10148
3 of the California Business and Professions Code ("the Code"), for the costs of Bureau Audit No.
4 OK 13-0035 which resulted in the determination that RPWI committed the trust fund violations
5 found in the Determination of Issues. The amount of such costs is \$4,359.70.

6 8. MASOUMI and RPWI further understand that by agreeing to this Stipulation
7 and Agreement, the findings set forth below in the Determination of Issues become final, and
8 that the Commissioner may charge MASOUMI and RPWI, jointly and severally, for the costs of
9 any audit conducted pursuant to Section 10148 of the Code to determine if the violations have
10 been corrected and hold MASOUMI and RPWI jointly and severally responsible for paying the
11 costs of the follow up audit to Bureau Audit No. OK 13-0035. The maximum costs of said audit
12 shall not exceed \$4,359.70.

13 9. MASOUMI and RPWI understand that by agreeing to this Stipulation and
14 Agreement, MASOUMI and RPWI agree to be responsible for jointly and severally paying,
15 pursuant to Section 10106 of the Code, the costs of the investigation and enforcement of this
16 case which resulted in the determination that Respondents committed the violations found in the
17 Determination of Issues. The amount of such costs is \$1,777.60.

18 DETERMINATION OF ISSUES

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

22 I.

23 The acts and omissions of RPWI, as described in the First Amended Accusation,
24 are grounds for the suspension or revocation of the licenses and license rights of RPWI under the
25 provisions of Sections 10177(d) and 10177(g) of the Code, in conjunction with Sections 10145
26 and 10145(g) of the Code, and Sections 2731, 2831.1, and 2831.2 of Title 10 of the California
27 Code of Regulations ("the Regulations").

1 II.

2 The acts and omissions of MASOUMI, as described in the First Amended
3 Accusation, are grounds for the suspension or revocation of the licenses and license rights of
4 MASOUMI under the provisions of Sections 10177(g), 10177(h), and 10177(d) of the Code, in
5 conjunction with Section 10159.2 of the Code and Section 2725 of the Regulations.

6 ORDER

7 I. AS TO RPWI

8 All licenses and licensing rights of RPWI under the Real Estate Law are
9 suspended for a period of thirty (30) days from the effective date of this Order; provided,
10 however, that:

11 1. Fifteen (15) days of said suspension shall be stayed upon the condition that
12 RPWI petitions pursuant to Section 10175.2 of the Code and pays a monetary penalty pursuant to
13 Section 10175.2 of the Code, at a rate of \$100 for each day of the suspension, for a total
14 monetary penalty of \$1,500.00.

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

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

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

26 d. If RPWI pays the monetary penalty, and if no further cause for
27 disciplinary action against the real estate license of RPWI occurs within two (2) years from the

1 effective date of the Decision herein, then the stay hereby granted shall become permanent.

2 2. The remaining fifteen (15) days of said suspension shall be stayed for two (2)
3 years upon the following terms and conditions:

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

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

12 II. AS TO MASOUMI

13 All licenses and licensing rights of MASOUMI under the Real Estate Law are
14 suspended for a period of thirty (30) days from the effective date of this Order; provided,
15 however, that:

16 1. Fifteen (15) days of said suspension shall be stayed upon the condition that
17 MASOUMI petitions pursuant to Section 10175.2 of the Code and pays a monetary penalty
18 pursuant to Section 10175.2 of the Code, at a rate of \$100 for each day of the suspension, for a
19 total monetary penalty of \$1,500.00.

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

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

26 c. If MASOUMI fails to pay the monetary penalty in accordance with the
27 terms and conditions of the Decision, the Commissioner may, without a hearing, order the

1 immediate execution of all or any part of the stayed suspension, in which event, MASOUMI
2 shall not be entitled to any repayment nor credit, prorated or otherwise, for money paid to the
3 Bureau under the terms of this decision.

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

8 2. The remaining fifteen (15) days of said suspension shall be stayed for two (2)
9 years upon the following terms and conditions:

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

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

18 3. MASOUMI shall, within six (6) months from the effective date of this Order,
19 take and pass the Professional Responsibility Examination administered by the Bureau,
20 including the payment of the appropriate examination fee. If MASOUMI fails to satisfy this
21 condition, MASOUMI's real estate license shall automatically be suspended until MASOUMI
22 passes the examination.

23 4. All licenses and licensing rights of MASOUMI are indefinitely suspended
24 unless and until MASOUMI provides proof satisfactory to the Commissioner, of having taken
25 and successfully completed the continuing education course on risk management specified in
26 paragraph (5) of subdivision (a) of Section 10170.5 of the Business and Professions Code. Proof
27 of satisfaction of this requirement includes evidence that MASOUMI has successfully completed

1 the risk management continuing education course no earlier than 120 days prior to the effective
2 date of the Order in this matter. Proof of completion of the risk management course must be
3 delivered to the Bureau of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA
4 95813-7013, or by fax at 916-263-8758, prior to the effective date of this Order.

5
6 IV. AS TO MASOUMI and RPWI

7 1. All licenses and licensing rights of MASOUMI and RPWI are indefinitely
8 suspended unless or until MASOUMI and RPWI, jointly and severally, pay the sum of
9 \$1,777.60 for the Commissioner's reasonable costs of the investigation and enforcement which
10 led to this disciplinary action. Said payment shall be in the form of a cashier's check or
11 certified check made payable to the Bureau of Real Estate. The investigative and enforcement
12 costs must be delivered to the Bureau of Real Estate, Flag Section at P.O. Box 137013,
13 Sacramento, CA 95813-7013, prior to the effective date of this Order.

14 2. Pursuant to Section 10148 of the Code, MASOUMI and RPWI shall jointly
15 and severally pay the sum of \$4,359.70 for the Commissioner's cost of Bureau Audit No. OK
16 13-0035 which led to this disciplinary action. MASOUMI and RPWI shall jointly and
17 severally pay such cost within sixty (60) days of receiving an invoice therefore from the
18 Commissioner. Payment of these audit costs should not be made until MASOUMI and RPWI
19 receive the invoice from the Commissioner. If MASOUMI and RPWI fail to satisfy this
20 condition in a timely manner as provided herein, the real estate licenses MASOUMI and RPWI
21 shall automatically be suspended until payment is made in full, or until a decision providing
22 otherwise is adopted following a hearing held pursuant to this condition.

23 3. Pursuant to Section 10148 of the Code, MASOUMI and RPWI shall jointly
24 and severally pay the Commissioner's reasonable costs, not to exceed \$4,359.70, for the
25 follow-up audit to Bureau Audit No. OK 13-0035, to determine if MASOUMI and RPWI have
26 corrected the violations found in the Determination of Issues. In calculating the amount of the
27 Commissioner's reasonable costs, the Commissioner may use the average hourly salary for all
persons performing audits of real estate brokers, and shall include an allocation for travel time

1 to and from the auditor's place of work. MASOUMI and RPWI shall jointly and severally pay
2 such costs within sixty (60) days of receiving an invoice therefore from the Commissioner.
3 Payment of the audit costs should not be made until MASOUMI and RPWI receive the invoice
4 from the Commissioner. If MASOUMI and RPWI fail to satisfy this condition in a timely
5 manner as provided for herein, the real estate licenses MASOUMI and RPWI shall
6 automatically be suspended until payment is made in full, or until a decision providing
7 otherwise is adopted following a hearing held pursuant to this condition.

8
9 5-4-15

10 _____
DATED

10 _____
11 *Jason Lazark*
JASON D. LAZARK Counsel
Bureau of Real Estate

11 * * *

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

20 5-4-15

21 _____
DATED

21 _____
22 *Mike Masoumi*
MIKE MASOUMI,
Respondent

23 5-4-15

24 _____
DATED

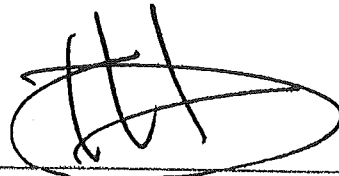
24 _____
25 *Mike Masoumi*
MIKE MASOUMI,
Designated Officer for Respondent
REMAX PROPERTIES WEST, INC.

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The foregoing Stipulation and Agreement is hereby adopted as my Decision in
this matter and shall become effective at 12 o'clock noon on AUG 11 2015.

IT IS SO ORDERED JUNE 30, 2015

REAL ESTATE COMMISSIONER



By: JEFFREY MASON
Chief Deputy Commissioner