

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

FILED

JUN 22 2016

BUREAU OF REAL ESTATE

By B. Nicholas

8 BEFORE THE BUREAU OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of:) Case No. H-11904 SF
12)
13 ALLIANCE VENTURES, INC., and) STIPULATION AND AGREEMENT
14 JEFFREY COLLASO,) IN SETTLEMENT AND ORDER
15 Respondents.)

16 It is hereby stipulated by and between Respondents ALLIANCE VENTURES,
17 INC. ("ALLIANCE") and JEFFREY COLLASO ("COLLASO"), both of whom are acting by
18 and through counsel Delphine S. Adams, and the Complainant, acting by and through Jason D.
19 Lazark, Counsel for the Bureau of Real Estate, as follows for the purpose of settling and
20 disposing of the Accusation filed on November 17, 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 ALLIANCE and COLLASO (collectively referred
23 to herein as "Respondents") at a formal hearing on the Accusation, which hearing was to be
24 held in accordance with the provisions of the Administrative Procedure Act ("APA"), shall
25 instead and in place thereof be submitted solely on the basis of the provisions of this
26 Stipulation and Agreement In Settlement and Order ("Stipulation and Agreement").

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

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

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

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

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

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1 II. AS TO COLLASO

2 The acts and omissions of COLLASO, as described in the Accusation, are
3 grounds for the suspension or revocation of the licenses and license rights of COLLASO under
4 the provisions of Sections 10177(d), 10177(g), and 10177(h) of the Code

5 ORDER

6 I. AS TO ALLIANCE

7 All licenses and licensing rights of ALLIANCE under the Real Estate Law are
8 suspended for a period of sixty (60) days from the effective date of this Order; provided,
9 however, that:

10 1. Thirty (30) days of said suspension shall be stayed upon the condition that
11 ALLIANCE petitions pursuant to Section 10175.2 of the Code and pays a monetary penalty
12 pursuant to Section 10175.2 of the Code, at a rate of \$50 for each day of the suspension, for a
13 total monetary penalty of \$1,500.00.

14 a. Said payment shall be in the form of a cashier's check made payable to
15 the Bureau of Real Estate. Said check must be delivered to the Bureau of Real Estate, Flag
16 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 ALLIANCE occurs within two (2) years from the effective date of the Order in this matter.

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

25 d. If ALLIANCE pays the monetary penalty, and if no further cause for
26 disciplinary action against the real estate license of ALLIANCE occurs within two (2) years
27 from the effective date of the Decision herein, then the stay hereby granted shall become

1 permanent.

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

4 a. ALLIANCE shall obey all laws, rules and regulations governing the
5 rights, 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 against ALLIANCE occurred within two (2)
8 years from the effective date of this Decision and Order. Should such a determination be made,
9 the Commissioner may, in his discretion, vacate and set aside the stay order and reimpose all or
10 a portion of the stayed suspension. Should no such determination be made, the stay imposed
11 herein shall become permanent.

12 II. AS TO COLLASO

13 All licenses and licensing rights of COLLASO under the Real Estate Law are
14 suspended for a period of sixty (60) days from the effective date of this Order; provided,
15 however, that:

16 1. Thirty (30) days of said suspension shall be stayed upon the condition that
17 COLLASO 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 \$50 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 COLLASO occurs within two (2) years from the effective date of the Order in this matter.

26 c. If COLLASO 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, COLLASO shall
2 not be entitled to any repayment nor credit, prorated or otherwise, for money paid to the Bureau
3 under the terms of this decision.

4 d. If COLLASO pays the monetary penalty, and if no further cause for
5 disciplinary action against the real estate license of COLLASO 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 thirty (30) days of said suspension shall be stayed for two (2)
9 years upon the following terms and conditions:

10 a. COLLASO 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 against COLLASO occurred within two (2)
14 years from the effective date of this Decision and Order. Should such a determination be made,
15 the Commissioner may, in his discretion, vacate and set aside the stay order and reimpose all or
16 a portion of the stayed suspension. Should no such determination be made, the stay imposed
17 herein shall become permanent.

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

23 4. All licenses and licensing rights of COLLASO are indefinitely suspended
24 unless or until COLLASO provides proof satisfactory to the Commissioner, of having taken and
25 successfully completed the continuing education course on trust fund accounting and handling
26 specified in paragraph (3) of subdivision (a) of Section 10170.5 of the Code. Proof of
27 satisfaction of these requirements includes evidence that COLLASO has successfully completed

1 the trust fund accounting and handling continuing education course, no earlier than one hundred
2 twenty (120) days prior to the effective date of the Decision and Order in this matter. Proof of
3 completion of the trust fund accounting and handling course must be delivered to the Bureau of
4 Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013 or by fax at 916-
5 263-8785, prior to the effective date of this Decision and Order.

6 IV. AS TO BOTH ALLIANCE and COLLASO

7 1. All licenses and licensing rights of ALLIANCE and COLLASO are
8 indefinitely suspended unless or until ALLIANCE and COLLASO, jointly and severally, pay
9 the sum of \$1,624.30 for the Commissioner's reasonable costs of the investigation and
10 enforcement which led to this disciplinary action. Said payment shall be in the form of a
11 cashier's check or certified check made payable to the Bureau of Real Estate. The
12 investigative and enforcement costs must be delivered to the Bureau of Real Estate, Flag
13 Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective date of this
14 Order.

15 2. Pursuant to Section 10148 of the Code, ALLIANCE and COLLASO shall
16 jointly and severally pay the sum of \$5,512.30 for the Commissioner's cost of Bureau Audit
17 No. OK-12-0122 which led to this disciplinary action. ALLIANCE and COLLASO shall
18 jointly and severally pay such cost within sixty (60) days of receiving an invoice therefore
19 from the Commissioner. Payment of these audit costs should not be made until ALLIANCE
20 and COLLASO receive the invoice from the Commissioner. If ALLIANCE and COLLASO
21 fail to satisfy this condition in a timely manner as provided herein, the real estate licenses of
22 ALLIANCE and COLLASO shall automatically be suspended until payment is made in full, or
23 until a decision providing otherwise is adopted following a hearing held pursuant to this
24 condition.

25 3. Pursuant to Section 10148 of the Code, ALLIANCE and COLLASO shall
26 jointly and severally pay the Commissioner's reasonable costs, not to exceed \$5,512.30, for the
27 follow-up audit to Bureau Audit No. OK-12-0122, to determine if ALLIANCE and COLLASO

1 have corrected the violations found in the Determination of Issues. In calculating the amount
2 of the Commissioner's reasonable costs, the Commissioner may use the average hourly salary
3 for all persons performing audits of real estate brokers, and shall include an allocation for
4 travel time to and from the auditor's place of work. ALLIANCE and COLLASO shall jointly
5 and severally pay such costs within sixty (60) days of receiving an invoice therefore from the
6 Commissioner. Payment of the audit costs should not be made until ALLIANCE and
7 COLLASO receive the invoice from the Commissioner. If ALLIANCE and COLLASO fail to
8 satisfy this condition in a timely manner as provided for herein, the real estate licenses
9 ALLIANCE and COLLASO shall automatically be suspended until payment is made in full, or
10 until a decision providing otherwise is adopted following a hearing held pursuant to this
11 condition.

12 5/5/16

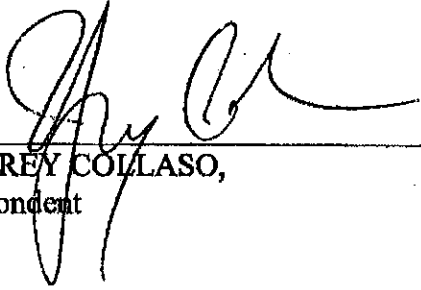
13 _____
DATED

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14 _____
JASON D. LAZARK, Counsel
Bureau of Real Estate

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16 * * *


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

25 5/5/16
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DATED

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JEFFREY COLLASO,
Respondent

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5/5/16
DATED


JEFFREY COLLASO,
Designated Officer for Respondent,
ALLIANCE VENTURES, INC.

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

DATED

DELPHINE S. ADAMS,
Attorney for Respondents,
JEFFREY COLLASO
and ALLIANCE VENTURES, INC.

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

IT IS SO ORDERED _____

WAYNE S. BELL
REAL ESTATE COMMISSIONER

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DATED

JEFFREY COLLASO,
Designated Officer for Respondent,
ALLIANCE VENTURES, INC.

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

May 5 2016
DATED

Delphine S. Adams
DELPHINE S. ADAMS,
Attorney for Respondents,
JEFFREY COLLASO
and ALLIANCE VENTURES, INC.

The foregoing Stipulation and Agreement is hereby adopted as my Decision in
this matter and shall become effective at 12 o'clock noon on JUL 13 2016

IT IS SO ORDERED June 16, 2016

WAYNE S. BELL
REAL ESTATE COMMISSIONER



By: JEFFREY MASON
Chief Deputy Commissioner