

1 BUREAU OF REAL ESTATE
2 P. O. Box 137007
3 Sacramento, CA 95813-7007

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FILED

JAN 16 2018

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)

12 FOGCITI REAL ESTATE, INC.,)
13 VICTOR KHOMIN AND)
14 SAMUEL MOHAN RAO PILLI,)

Respondents.)

No. H-12061 SF

STIPULATION AND
AGREEMENT IN
SETTLEMENT AND ORDER

15 It is hereby stipulated by and between FOGCITI REAL ESTATE, INC. (FRE), VICTOR
16 KHOMIN (KHOMIN), their counsel, Mary Work, SAMUEL MOHAN RAO PILLI (PILLI), his
17 counsel, Frank Buda (collectively Respondents) and the Complainant, acting by and through
18 Richard K. Uno, Counsel for the Bureau of Real Estate as follows for the purpose of settling and
19 disposing of the Accusation filed on January 26, 2017, in this matter:

20 1. All issues which were to be contested and all evidence which was to be presented
21 by Complainant and Respondents 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 instead
23 and in place thereof be submitted solely on the basis of the provisions of this Stipulation and
24 Agreement In Settlement and Order.

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

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

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

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

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

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1 7. Respondents understand that by agreeing to this Stipulation and Agreement In
2 Settlement and Order, Respondents agree to pay, pursuant to Section 10148 of the Business and
3 Professions Code (Code), the cost of the audit which led to this disciplinary action. The amount
4 of said cost is \$3,606.20.

5 8. Respondents have received, read and understand the "Notice Concerning Costs
6 of Subsequent Audits". Respondents understand that by agreeing to this Stipulation and
7 Agreement in Settlement and Order, the findings set forth below in the DETERMINATION OF
8 ISSUES become final, and that the Commissioner may charge Respondents for the cost of any
9 audit conducted pursuant to Section 10148 of the Code to determine if the violations have been
10 corrected. The maximum costs of said audit will not exceed \$4,507.75.

11 9. Respondents understand that by agreeing to this Stipulation and Agreement in
12 Settlement and Order, Respondents agree to pay, jointly and severally, pursuant to Section 10106
13 of the Code, the cost of the investigation and which resulted in the determination that
14 Respondents committed the violations found in the Determination of Issues. The amount of said
15 costs is \$2,064.00.

16 DETERMINATION OF ISSUES

17 By reason of the foregoing stipulations, admissions and waivers, and solely for
18 the purpose of settlement of the pending Accusation without a hearing, it is stipulated and agreed
19 that the acts and/or omissions of Respondents, as described in the Accusation, constitute grounds
20 for the suspension or revocation of the licenses and license rights of Respondents under the
21 provisions of Section 10177(g) of the Code.

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ORDER

FOGCITI REAL ESTATE, INC.

1. The corporate real estate broker license and license rights of FRE under the Real Estate Law are suspended for a period of sixty (60) days from the effective date of the Decision; however, the thirty (30) days of said suspension shall be stayed upon the condition that:

Thirty (30) days of said suspension shall be stayed, upon the condition hat FRE petition pursuant to Section 10175.2 of the Code and pays a monetary penalty pursuant to Section 10175.2 of the Code at a rate of \$100 for each day of the suspension for a total monetary penalty of \$3,000.00.

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

b. No further cause for disciplinary action against the Real Estate licenses of FRE occurs within two (2) years from the effective date of the decision in this matter.

c. If FRE fails to pay the monetary penalty as provided above prior to the effective date of this Order, the stay of the suspension shall be vacated as to that FRE and the order of suspension shall be immediately executed, under this Order, in which event the said FRE shall not be entitled to any repayment nor credit, prorated or otherwise, for the money paid to the Bureau under the terms of this Order.

d. If FRE pays the monetary penalty and any other moneys due under this Stipulation and Agreement and if no further cause for disciplinary action against the real estate license of said FRE occurs within two (2) years from the effective date of this Order, the entire stay hereby granted this Order, as to said FRE only, shall become permanent.

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1 2. Thirty (30) days of said suspension shall be stayed for two (2) years upon
2 the following terms and conditions:

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

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

11 VICTOR KHOMIN

12 1. The real estate broker license and license rights of KHOMIN, under the
13 Real Estate Law are suspended for a period of sixty (60) days from the effective date of the
14 Decision; however, thirty (30) days of said suspension shall be stayed upon condition that:

15 2. Thirty (30) days of said suspension shall be stayed, upon the condition that
16 KHOMIN petition pursuant to Section 10175.2 of the Code and pays a monetary penalty
17 pursuant to Section 10175.2 of the Code at a rate of \$100 for each day of the suspension for a
18 total monetary penalty of \$3,000.00

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

23 b. No further cause for disciplinary action against the Real Estate licenses
24 of KHOMIN occurs within two (2) years from the effective date of the decision in this matter.

25 c. If KHOMIN fails to pay the monetary penalty as provided above prior
26 To the effective date of this Order, the stay of the suspension shall be vacated as to that
27 KHOMIN and the order of suspension shall be immediately executed, under this Order, in which

1 event the said KHOMIN shall not be entitled to any repayment nor credit, prorated or otherwise,
2 for the money paid to the Bureau under the terms of this Order.

3 d. If KHOMIN pays the monetary penalty and any other moneys due
4 under this Stipulation and Agreement and if no further cause for disciplinary action against the
5 real estate license of said KHOMIN occurs within two (2) years from the effective date of this
6 Order, the entire stay hereby granted this Order, as to said KHOMIN only, shall become
7 permanent.

8 3. Thirty (30) days of said suspension shall be stayed for two (2) years upon
9 the following terms and conditions:

10 a. KHOMIN 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 upon
13 stipulation, that cause for disciplinary action occurred within two (2) years from the effective
14 date of this Order. Should such a determination be made, the Commissioner may, in his
15 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 SAMUEL MOHANRAO PILLI

19 4. The real estate broker license and license rights of PILLI, under the Real
20 Estate Law are suspended for a period of sixty (60) days from the effective date of the
21 Decision; however, thirty (30) days of said suspension shall be stayed upon condition that:

22 5. Thirty (30) days of said suspension shall be stayed, upon the condition that
23 PILLI petition pursuant to Section 10175.2 of the Code and pays a monetary penalty pursuant to
24 Section 10175.2 of the Code at a rate of \$100 for each day of the suspension for a total monetary
25 penalty of \$3,000.00

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

4 b. No further cause for disciplinary action against the Real Estate licenses
5 of PILLI occurs within two (2) years from the effective date of the decision in this matter.

6 c. If PILLI fails to pay the monetary penalty as provided above prior to
7 the effective date of this Order, the stay of the suspension shall be vacated as to that PILLI and
8 the order of suspension shall be immediately executed, under this Order, in which event the said
9 PILLI shall not be entitled to any repayment nor credit, prorated or otherwise, for the money paid
10 to the Bureau under the terms of this Order.

11 d. If PILLI pays the monetary penalty and any other moneys due under
12 this Stipulation and Agreement and if no further cause for disciplinary action against the real
13 estate license of said PILLI occurs within two (2) years from the effective date of this Order, the
14 entire stay hereby granted this Order, as to said PILLI only, shall become permanent.

15 6. Thirty (30) days of said suspension shall be stayed for two (2) years upon
16 the following terms and conditions:

17 a. PILLI shall obey all laws, rules and regulations governing the
18 rights, duties and responsibilities of a real estate licensee in the State of California; and,

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

25 FOGCITI REAL ESTATE, INC., VICTOR KHOMIN AND SAMUEL MOHANRAO PILLI

26 1. All licenses and licensing rights of FRE, KHOMIN and PILLI
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1 are indefinitely suspended unless or until they jointly and severally pay the sum of \$2,064.00 for
2 the Commissioner's reasonable cost of the investigation and enforcement which led to this
3 disciplinary action. Said payment shall be only in the form of a cashier's check or certified
4 check made payable to the Bureau of Real Estate. **The investigative and enforcement costs**
5 **must be delivered to the Bureau of Real Estate, Legal Section at P.O. Box 137007,**
6 **Sacramento, CA 95813-7007, prior to the effective date of this Order.**

7 2. Pursuant to Section 10148 of the Code, Respondents shall jointly and
8 severally pay the sum of \$3,606.20 for the Commissioner's cost of the audit which led to this
9 disciplinary action. **Respondents shall pay such cost within sixty (60) days of receiving an**
10 **invoice therefore from the Commissioner.** Payment of audit costs should not be made until
11 receipt of the invoice. If Respondents fail to satisfy this condition in a timely manner as provided
12 for herein, Respondents' real estate licenses shall automatically be suspended until payment is
13 made in full, or until a decision providing otherwise is adopted following a hearing held pursuant
14 to this condition.

15 Pursuant to Section 10148 of the Code, Respondents shall jointly and severally
16 pay the Commissioner's reasonable cost, not to exceed \$4,507.75, for an audit to determine if
17 Respondents have corrected the violation(s) found in the Determination of Issues. In calculating
18 the amount of the Commissioner's reasonable cost, the Commissioner may use the estimated
19 average hourly salary for all persons performing audits of real estate brokers, and shall include an
20 allocation for travel time to and from the auditor's place of work. **Respondents shall pay such**
21 **cost within sixty (60) days of receiving an invoice therefore from the Commissioner.**

22 Payment of the audit costs should not be made until receipt of the invoice. If Respondents fail to

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1 satisfy this condition in a timely manner as provided for herein, Respondents' real estate license
2 shall automatically be suspended until payment is made in full, or until a
3 decision providing otherwise is adopted following a hearing held pursuant to this condition.
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5 9/20/17

6 DATED

Richard K. Uno

RICHARD K. UNO, Counsel III
BUREAU OF REAL ESTATE

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8 * * *

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

19 8-31-17

20 DATED

by:

Victor Khomin
VICTOR KHOMIN
Designated Officer

21
22 8-31-17

23 DATED

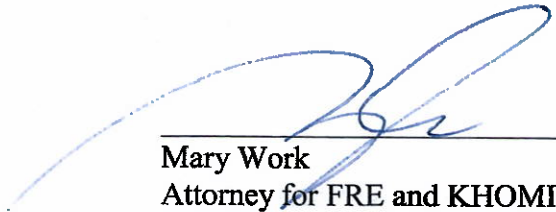
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I have reviewed this Stipulation and Agreement as to form and content and have advised my client accordingly.

9-1-17

DATED



Mary Work
Attorney for FRE and KHOMIN

DATED

SAMUEL MOHANRAO PILLI

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

DATED

Frank Buda
Attorney for PILLI

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 _____.

IT IS SO ORDERED _____.

WAYNE S. BELL
REAL ESTATE COMMISSIONER

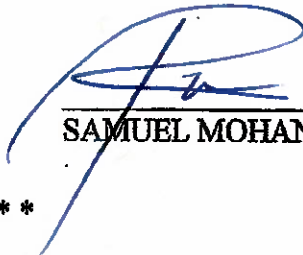
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I have reviewed this Stipulation and Agreement as to form and content and have advised my client accordingly.

DATED


Mary Work
Attorney for FRE and KHOMIN

11/22/17
DATED


SAMUEL MOHANRAO PILLI

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

11-28-17
DATED


Frank Buda
Attorney for PILLI

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 **FEB 06 2018**

IT IS SO ORDERED

1/5/18

WAYNE S. BELL
REAL ESTATE COMMISSIONER



By: DANIEL J. SANDRI
Chief Deputy Commissioner