

**FILED**  
MAY 11 2022  
DEPARTMENT OF REAL ESTATE  
By J. Taggart

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BEFORE THE DEPARTMENT OF REAL ESTATE  
STATE OF CALIFORNIA

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In the Matter of the Accusation of	)	No. H-12520 SF
MICHAEL THOMAS FADEEFF,	)	<u>STIPULATION AND</u>
Respondent.	)	<u>AGREEMENT</u>

It is hereby stipulated by and between MICHAEL THOMAS FADEEFF (“Respondent”), represented by Mary E. Work, and the Complainant, acting by and through Kyle Jones, Counsel for the Department of Real Estate (“Department”), as follows for the purpose of settling and disposing of the Accusation filed on June 14, 2021, in this matter:

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

2. Respondent has received, read, and understands the Statement to Respondent, the Discovery Provisions of the APA and the Accusation filed by the Department in this proceeding.

1                   3.       Respondent 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 Respondent hereby freely and voluntarily withdraws said Notice of Defense. Respondent  
4 acknowledges that Respondent will waive Respondent's right to require the Real Estate  
5 Commissioner ("Commissioner") to prove the allegations in the Accusation at a contested  
6 hearing held in accordance with the provisions of the APA and that Respondent will waive other  
7 rights afforded to Respondent 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.       Respondent, pursuant to the limitations set forth below and solely for the  
10 purpose of this Stipulation and Agreement, waives any requirement that the Commissioner be  
11 required to provide further evidence to prove the factual allegations in the Accusation filed in this  
12 proceeding and stipulates that the Commissioner may properly impose discipline as set forth  
13 herein as if the evidence in the Commissioner's possession and any allegations based thereon had  
14 been proven.

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

22                   6.       This Decision and Order or any subsequent Order of the Commissioner  
23 made pursuant to this Stipulation and Agreement shall not constitute an estoppel, merger or bar  
24 to any further administrative or civil proceedings by the Department with respect to any matters  
25 which were not specifically alleged in Accusation H-12520 SF.

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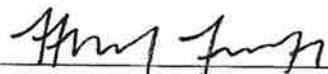
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I have read the Stipulation and Agreement and its terms are understood by me and are agreeable and acceptable to me. I understand that I am waiving rights given to me by the APA (including but not limited to Sections 11506, 11508, 11509, and 11513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

Respondent can signify acceptance and approval of the terms and conditions of this Stipulation and Agreement by faxing a copy of the signature page, as actually signed by Respondent, to the Department at fax number (916) 576-7840 or by e-mail to [kyle.jones@dre.ca.gov](mailto:kyle.jones@dre.ca.gov). Respondent agrees, acknowledges, and understands that by electronically sending to the Department a copy of Respondent's actual signature as it appears on the Stipulation and Agreement, that receipt of the copy by the Department shall be as binding on Respondent as if the Department had received the original signed Stipulation and Agreement.

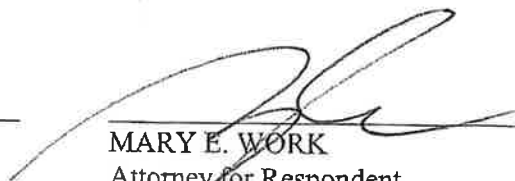
March 18, 2022  
DATED

  
MICHAEL THOMAS FADEEFF  
Respondent

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

3/18/2022  
DATED

  
MARY E. WORK  
Attorney for Respondent

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The foregoing Stipulation and Agreement is hereby adopted by the Real Estate  
Commissioner as his Decision and Order and shall become effective at 12 o'clock noon on  
**MAY 31 2022**

IT IS SO ORDERED 5.9.22

DOUGLAS R. McCAULEY  
Real Estate Commissioner

Douglas R. McCauley