

1 Bureau of Real Estate
320 West 4th Street, Ste. 350
2 Los Angeles, California 90013-1105
3 Telephone: (213) 576-6982

FILED

AUG 07 2015

BUREAU OF REAL ESTATE

By 

8 BEFORE THE BUREAU OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of)
12)
13 P & G PROFESSIONAL & GUARANTEED)
ESCROW SERVICES CORP, doing business)
14 as P & G Professional & Guaranteed Escrow)
Services Corp; and)
15)
16 JULIO CESAR MARTINEZ, individually)
and as designated officer of P & G)
Professional & Guaranteed Escrow Services)
17 Corp,)
18 Respondents,)

No. H-39054 LA

STIPULATION
AND
AGREEMENT

19 It is hereby stipulated by and between Respondent JULIO CESAR MARTINEZ,
20 (sometimes referred to as "Respondent,") and the Complainant, acting by and through Elliott
21 Mac Lennan, Counsel for the Bureau of Real Estate, as follows for the purpose of settling and
22 disposing of the Accusation ("Accusation") filed on September 26, 2013, in this matter:

23
24 1. All issues which were to be contested and all evidence which was to be
25 presented by Complainant and Respondent at a formal hearing on the Accusation, which hearing
26 was to be held in accordance with the provisions of the Administrative Procedure Act ("APA").
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1 shall instead and in place thereof be submitted solely on the basis of the provisions of this
2 Stipulation and Agreement (“Stipulation”).

3 2. Respondent has received, read and understands the Statement to Respondent,
4 the Discovery Provisions of the APA and the Accusation filed by the Bureau of Real Estate in
5 this proceeding.

6 3. Respondent timely filed a Notice of Defense pursuant to Section 11506 of the
7 Government Code for the purpose of requesting a hearing on the allegations in the Accusation.
8 Respondent hereby freely and voluntarily withdraws said Notice of Defense. Respondent
9 acknowledges that he understands that by withdrawing said Notice of Defense he thereby
10 waives his right to require the Commissioner to prove the allegations in the Accusation at a
11 contested hearing held in accordance with the provisions of the APA and that he will waive
12 other rights afforded to him in connection with the hearing such as the right to present evidence
13 in his defense the right to cross-examine witnesses.
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16 4. This Stipulation is based on the factual allegations contained in the
17 Accusation. In the interest of expedience and economy, Respondent chooses not to contest
18 these allegations, but to remain silent and understands that, as a result thereof, these factual
19 allegations, without being admitted or denied, will serve as a prima facie basis for the
20 disciplinary action stipulated to herein. The Real Estate Commissioner shall not be required to
21 provide further evidence to prove said factual allegations.
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23 5. This Stipulation is made for the purpose of reaching an agreed disposition of
24 this proceeding and is expressly limited to this proceeding and any other proceeding or case in
25 which the Bureau of Real Estate (“Bureau”) the state or federal government, or any agency of
26 this state, another state or federal government is involved, and otherwise shall not be admissible
27

1 in any other criminal or civil proceedings.

2 6. It is understood by the parties that the Real Estate Commissioner may adopt
3 this Stipulation as his Decision in this matter thereby imposing the penalty and sanctions on
4 Respondent's real estate licenses and license rights as set forth in the "Order" herein below. In
5 the event that the Commissioner in his discretion does not adopt the Stipulation, it shall be void
6 and of no effect and Respondent shall retain the right to a hearing and proceeding on the
7 Accusation under the provisions of the APA and shall not be bound by any stipulation or waiver
8 made herein.
9

10 7. The Order or any subsequent Order of the Real Estate Commissioner made
11 pursuant to this Stipulation shall not constitute an estoppel, merger or bar to any further
12 administrative or civil proceedings by the Bureau of Real Estate with respect to any matters
13 which were not specifically alleged to be causes for Accusation in this proceeding but do
14 constitute a bar, estoppel and merger as to any allegations actually contained in the Accusations
15 against Respondent herein.
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17 8. Respondent understands that by agreeing to this Stipulation, Respondent
18 agrees to pay, pursuant to Business and Professions Code Section 10148, the cost of the original
19 audit which led to this disciplinary action. The amount of said cost is \$2,000.00.
20

21 9. Respondent understands that by agreeing to this Stipulation, Respondent
22 agrees to pay, pursuant to Business and Professions Code Section 10106, the cost of the
23 investigation and enforcement of this matter. The amount of said cost is \$4,500.00.
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DETERMINATION OF ISSUES

By reason of the foregoing, it is stipulated and agreed that the following determination of issues shall be made:

The conduct, acts and omissions of Respondent JULIO CESAR MARTINEZ as described in Paragraph 4, herein above, is in violation of Section 10145 of the Business and Professions Code ("Code") and Section 2834(b) of Title 10, Chapter 6 of the California Code of Regulations ("Regulations") and is a basis for discipline of Respondent's license and license rights as a violation of the Real Estate Law pursuant to Code Sections 10177(g) and 10177(h).

ORDER

WHEREFORE, THE FOLLOWING ORDER is hereby made:

I.

All licenses and licensing rights of Respondent JULIO CESAR MARTINEZ under the Real Estate Law are suspended for a period of thirty (30) days from the effective date of this Decision.

A. Provided, however, that if Respondent requests, all thirty (30) days of said suspension shall be stayed upon the following terms and conditions:

- 1. Respondent shall obey all laws, rules and regulations governing the rights, duties and responsibilities of a real estate licensee in the State of California; and
- 2. That no final subsequent determination be made after hearing or upon stipulation, which cause for disciplinary action occurred within two (2) years from the effective date of this Decision. Should such a determination be made, the Commissioner may, in his discretion, vacate and set aside the stay order and re-impose all or a portion of the stayed suspension. Should no such determination be made, the stay imposed herein shall become permanent.

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1 II.

2 Pursuant to Section 10148 of the Business and Professions Code, Respondent
3 shall pay the Commissioner's reasonable cost for (a) the audit which led to this disciplinary
4 action and (b) a subsequent audit to determine if Respondent is now in compliance with the Real
5 Estate Law. The cost of the original audit which led to this disciplinary action is \$2,000.00. In
6 calculating the amount of the Commissioner's reasonable cost, the Commissioner may use the
7 estimated average hourly salary for all persons performing audits of real estate brokers, and shall
8 include an allocation for travel time to and from the auditor's place of work. Respondent shall
9 pay such cost within 60 days of receiving an invoice from the Commissioner detailing the
10 activities performed during the audit and the amount of time spent performing those activities.

11 The Commissioner may suspend the license of Respondent pending a hearing
12 held in accordance with Section 11500, et seq., of the Government Code, if payment is not
13 timely made as provided for herein, or as provided for in a subsequent agreement between the
14 Respondent and the Commissioner. The suspension shall remain in effect until payment is
15 made in full or until Respondent enters into an agreement satisfactory to the Commissioner to
16 provide for payment, or until a decision providing otherwise is adopted following a hearing held
17 pursuant to this condition.

18 III.

19 All licenses and licensing rights of Respondent are indefinitely suspended unless
20 or until Respondent pays the sum of \$4,500.00 for the Commissioner's reasonable cost of the
21 investigation and enforcement which led to this disciplinary action. Said payment shall be in the
22 form of a cashier's check made payable to the Real Estate Fund. Said check must be received by
23 the Bureau prior to the effective date of the Order in this matter.

24 IV.

25 Respondent shall, within six (6) months from the effective date of this Order,
26 take and pass the Professional Responsibility Examination administered by the Bureau including
27 the payment of the appropriate examination fee. If Respondent fails to satisfy this condition,

1 Respondent's real estate license shall automatically be suspended until Respondent successfully
2 passes the examination.

3 V.

4 As a further condition for the Real Estate Commissioner to enter into this
5 Stipulation, Respondent shall provide evidence satisfactory to the Commissioner that all
6 violations set forth below have been corrected prior to the effective date of the Stipulation. All
7 licenses and licensing rights of Respondent are indefinitely suspended unless or until Respondent
8 provides said evidence of correction.

9 VI.

10 All proof required by this Decision, shall be sent to the attention of Bureau of
11 Real Estate, Flag Section, P.O. Box 137013, Sacramento, CA 95813-7013. All checks, unless
12 otherwise specified, are payable to the Bureau of Real Estate. All proof required by this
13 Decision, and all payments required herein, may be made by either cashier's check or made by
14 credit card. Credit card payments shall be accompanied by Form RE 909. Proof and payments
15 shall be sent to the attention of Bureau of Real Estate, Flag Section, P.O. Box 137013,
16 Sacramento, CA 95813-7013.

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18
19 DATED: 7-2-15

ELL
20 ELLIOTT MAC LENNAN, Counsel for
21 Bureau of Real Estate

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2 EXECUTION OF THE STIPULATION

3 I have read the Stipulation. Its terms are understood by me and are agreeable and
4 acceptable to me. I understand that I am waiving rights given to me by the California
5 Administrative Procedure Act (including but not limited to Sections 11506, 11508, 11509 and
6 11513 of the Government Code), and I willingly, intelligently and voluntarily waive those
7 rights, including the right of requiring the Commissioner to prove the allegations in the
8 Accusation at a hearing at which I would have the right to cross-examine witnesses against me
9 and to present evidence in defense and mitigation of the charges.

10 MAILING/FACSIMILE

11 Respondent (1) shall mail the original signed signature page of the stipulation
12 herein to Elliott Mac Lennan: Attention: Legal Section, Bureau of Real Estate, 320 W. Fourth
13 St., Suite 350, Los Angeles, California 90013-1105. Additionally, Respondent (2) shall also
14 facsimile a copy of signed signature page, to the Bureau at the following fax number: (213) 576-
15 6917, Attention: Elliott Mac Lennan.

16 A facsimile constitutes acceptance and approval of the terms and conditions of
17 this stipulation. Respondent agrees, acknowledges and understands that by electronically
18 sending to the Bureau a facsimile copy of Respondent's actual signature as it appears on the
19 stipulation that receipt of the facsimile copy by the Bureau shall be as binding on Respondent as
20 if the Bureau had received the original signed stipulation.

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22
23 DATED: 7/13/15

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25 _____
26 JULIO CESAR MARTINEZ, Respondent

27 [This space intentionally left blank]

The foregoing Stipulation and Agreement is hereby adopted as my Decision as to
Respondent JULIO CESAR MARTINEZ and shall become effective at 12 o'clock noon on

AUG 27 2015

IT IS SO ORDERED

July 28, 2015

Real Estate Commissioner



By: JEFFREY MASON
Chief Deputy Commissioner

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