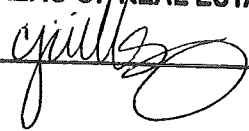


FILED

APR 21 2015

BUREAU OF REAL ESTATE

By



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

BEFORE THE BUREAU OF REAL ESTATE

STATE OF CALIFORNIA

In the Matter of the Accusation of)	No. H-39716 LA
)	
MELONAS & ASSOCIATES, INC.;)	STIPULATION AND AGREEMENT
and <u>JOHN KEVIN MELONAS</u> ,)	
individually and as designated officer)	
of Melonas & Associates, Inc.,)	
)	
Respondents.)	

It is hereby stipulated by and between Respondent JOHN KEVIN MELONAS ("Respondent") and the Complainant, acting by and through Diane Lee, Counsel for the Bureau of Real Estate, as follows for the purpose of settling and disposing of the Accusation ("Accusation") filed on January 22, 2015, in this matter:

1. All issues which were to be contested and all evidence 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 ("Stipulation").

2. Respondent has received and read, and understands the Statement to Respondent, the Discovery Provisions of the APA, and the Accusation filed by the Bureau of

- 1 -

In the Matter of the Accusation of Melonas & Associates, Inc. and John Kevin Melonas
(H-39716 LA): Stipulation and Agreement

1 Real Estate in this proceeding.

2 3. Respondent did not file a Notice of Defense pursuant to California
3 Government Code section 11506 for the purpose of requesting a hearing on the allegations in the
4 Accusation. Respondent acknowledges that he understands that not filing a Notice of Defense,
5 he thereby foregoes his right to require the Commissioner to prove the allegations in the
6 Accusation at a contested hearing held in accordance with the provisions of the APA and that he
7 will waive other rights afforded to him in connection with the hearing such as the right to present
8 evidence in his defense and the right to cross-examine witnesses.

9 4. This Stipulation is based on the factual allegations contained in the Accusation.
10 In the interest of expedience and economy, Respondent chooses not to contest these allegations,
11 but to remain silent and understands that, as a result thereof, these factual allegations, without
12 being admitted or denied, will serve as a prima facie basis for the disciplinary action stipulated to
13 herein. The Real Estate Commissioner shall not be required to provide further evidence to prove
14 said factual allegations.

15 5. This Stipulation is made for the purpose of reaching an agreed disposition of
16 this proceeding and is expressly limited to this proceeding and any other proceeding or case in
17 which the Bureau of Real Estate, another licensing agency of this case, or another state or federal
18 government is involved.

19 6. It is understood by the parties that the Real Estate Commissioner may adopt
20 this Stipulation as his Decision in this matter thereby imposing the penalty and sanctions on
21 Respondent's real estate licenses and license rights as set forth in the below "Order." In the
22 event that the Commissioner in his discretion does not adopt this Stipulation, it shall be void and
23 of no effect and Respondent shall retain the right to proceed on the Accusation under the
24 provisions of the APA and shall not be bound by this Stipulation and Agreement herein.

25 7. The Order or any subsequent order of the Real Estate Commissioner made
26 pursuant to this Stipulation and Agreement herein shall not constitute an estoppel, merger, or bar

1 to any further administrative or civil proceedings by the Bureau of Real Estate with respect to any
2 matters which were not specifically alleged to be causes for Accusation in this proceeding, but do
3 constitute a bar, estoppel, and merger as to any allegations specifically and actually contained in
4 the Accusation against Respondent herein.

5 8. Respondent understands that by agreeing to this Stipulation and Agreement,
6 Respondent agrees to pay, pursuant to California Business and Professions Code section 10106,
7 the cost of the investigation and enforcement. The amount of investigation and enforcement
8 costs total \$1,253.00.

9
10 DETERMINATION OF ISSUES

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

13 I.

14 The conduct, acts, or omissions of Respondent JOHN KEVIN MELONAS, as
15 described in the Accusation and Paragraph 4, above, are in violation of California Business and
16 Professions Code section 10177(d), 10177(f), and/or 10177(g) and/or 10177(h).

17
18 ORDER

19 WHEREFORE, THE FOLLOWING ORDER is hereby made:

20 I.

21 All licenses and licensing rights of Respondent JOHN KEVIN MELONAS under
22 the Real Estate Law are suspended for a period of twenty (20) days from the effective date of this

23 Decision:

24 A. Provided, however, that if Respondent JOHN KEVIN MELONAS so requests,
25 the initial ten (10) days of said suspension (or a portion thereof) shall be stayed upon condition

26 that:

1. Respondent pays a monetary penalty pursuant to California Business and Professions Code section 10175.2 at a rate of \$100.00 per day for a total monetary penalty of \$1,000.00.
2. 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.
3. No further cause for disciplinary action against the real estate licenses of Respondent occurs within two (2) years from the effective date of the Decision in this matter.
4. If Respondent does not pay the monetary penalty in accordance with the terms of this Decision, the suspension shall go into effect automatically and remain in effect until the 10-day stay suspension has passed or Respondent pays the monetary penalty at the rate described above.

B. The remaining ten (10) days of the twenty (20) day suspension shall be stayed for two years 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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II.

Pursuant to California Business and Professions Code section 10106, all licenses
and licensing rights of Respondent JOHN KEVIN MELONAS are indefinitely suspended unless
and until Respondent pays the sum of \$1,253.00 for the Commissioner's reasonable cost for
investigation and enforcement, which led to this disciplinary action. Said payment shall be in the
form of a cashier's check made payable to the Bureau of Real Estate. The investigative and
enforcement costs 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 Decision.

III.


Respondent JOHN KEVIN MELONAS shall, within nine (9) months from the
effective date of the Decision, present evidence satisfactory to the Real Estate Commissioner that
Respondent JOHN KEVIN MELONAS has, since the most recent issuance of an original or
renewal real estate license, taken and successfully completed the continuing education
requirements of Article 2.4 of Chapter 3 of the Real Estate Law for renewal of a real estate
license. Such proof shall be delivered to the Bureau of Real Estate, Flag Section at P.O. Box
137013, Sacramento, CA 95813-7013. If Respondent fails to satisfy this condition,
Respondent's license shall be suspended until Respondent presents such evidence of taking and
successfully completing the continuing education requirements.

IV.

Respondent JOHN KEVIN MELONAS shall, within six (6) months from the
effective date of the Decision, take and pass the Professional Responsibility Examination
administered by the Bureau of Real Estate including the payment of the appropriate examination
fee. Proof of completion of taking and passing the Professional Responsibility Examination must
be delivered to the Bureau of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA
95813-7013. If Respondent fails to satisfy this condition, the suspension shall go into effect
automatically and remain in effect until Respondent JOHN KEVIN MELONAS takes and passes

1 the Professional Responsibility Examination, and delivers such proof to the Bureau of Real
2 Estate.

3 DATED: 03/24/2015

4 
DIANE LEE, Counsel for
Bureau of Real Estate

5
6 * * *

7 EXECUTION OF THE STIPULATION

8 I, JOHN KEVIN MELONAS, have read the Stipulation and Agreement and
9 discussed it with my attorney, if any. Its terms are understood by me, and are agreeable and
10 acceptable to me. I understand that I am waiving rights given to me by the California
11 Administrative Procedure Act (including but not limited to California Government Code sections
12 11506, 11508, 11509, and 11513), and we willingly, intelligently, and voluntarily waive those
13 rights, including but not limited to the right of requiring the Commissioner to prove the
14 allegations in the Accusation at a hearing at which I would have the right to cross-examine
15 witnesses against me and to present evidence in defense and mitigation of the charges.

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MAILING AND FACSIMILE

Respondent shall mail the original signed signature page of the Stipulation herein to Bureau of Real Estate, Attn: Legal Section – Counsel Diane Lee, 320 West Fourth St., Ste. 350, Los Angeles, California 90013-1105. Respondent may also facsimile a copy of signed signature page, to the Bureau of Real Estate at the following fax number: (213) 576-6917, Attention: Diane Lee. A facsimile constitutes acceptance and approval of the terms and conditions of this stipulation. Respondent agrees, acknowledges, and understands that by electronically sending to the Bureau of Real Estate a facsimile copy of Respondent's actual signature as it appears on the Stipulation that receipt of the facsimile copy by the Bureau of Real Estate shall be as binding on Respondent as if the Bureau of Real Estate had received the original signed stipulation.

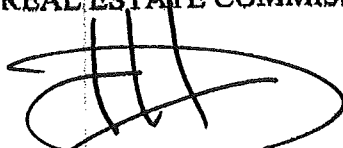
DATED: 3/24/15


JOHN KEVIN MELONAS

The foregoing Stipulation and Agreement is hereby adopted as my Decision as to Respondent JOHN KEVIN MELONAS, and shall become effective at 12 o'clock noon on MAY 11 2015, 2015.

IT IS SO ORDERED APRIL 15, 2015.

REAL ESTATE COMMISSIONER


By: JEFFREY MASON
Chief Deputy Commissioner

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DATED: _____

JOHN KEVIN MELONAS

* * *

IT IS SO ORDERED _____, 2015.
