

Saids

FILED

DEC - 2 2015

BUREAU OF REAL ESTATE

By *[Signature]*

1 Bureau of Real Estate
2 320 W. 4th St., Room 350
3 Los Angeles, California 90013
4
5
6
7
8
9
10
11
12
13
14
15
16
17

BEFORE THE BUREAU OF REAL ESTATE
STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of)	No. H-39853 LA
)	L-2015 060 709
)	
PRIME MANAGEMENT GROUP, INC.)	<u>STIPULATION AND AGREEMENT</u>
and DANIEL FLORES,)	
individually and as)	
designated officer of)	
Prime Management Group, Inc.)	
)	
)	
Respondents.)	
)	

18 It is hereby stipulated by and between PRIME
19 MANAGEMENT GROUP, INC. and DANIEL FLORES (sometimes referred to
20 as Respondents), and their attorney, Frank M. Buda, and the
21 Complainant, acting by and through James R. Peel, Counsel for
22 the Bureau of Real Estate, as follows for the purpose of
23 settling and disposing of Accusation filed in this matter.
24

25 1. All issues which were contested and all evidence
26 which was presented by Complainant and Respondents at a formal
27 hearing on the Accusation, which hearing is to be held in

1 accordance with the provisions of the Administrative Procedure
2 Act ("APA"), shall instead and in place thereof be submitted
3 solely on the basis of the provisions of this Stipulation and
4 Agreement ("Stipulation").

5 2. Respondents have received, read and understand the
6 Statement to Respondent, the Discovery Provisions of the
7 Administrative Procedure Act ("APA") and the Accusation filed by
8 the Bureau of Real Estate in this proceeding.

9 3. On June 11, 2015, Respondents filed a Notice of
10 Defense pursuant to Section 11506 of the Government Code for the
11 purpose of requesting a hearing on the allegations in the
12 Accusation. Respondents hereby freely and voluntarily withdraw
13 said Notice of Defense. Respondents acknowledge that they
14 understand that by withdrawing said Notice of Defense they will
15 thereby waive their right to require the Commissioner to prove
16 the allegations in the Accusation at a contested hearing held in
17 accordance with the provisions of the APA and that they will
18 waive other rights afforded to them in connection with the
19 hearing such as the right to present evidence in defense of the
20 allegations in the Accusation and the right to cross-examine
21 witnesses.

22 4. This Stipulation is based on the factual
23 allegations contained in the Accusation filed in this
24 proceeding. In the interest of expedience and economy,
25 Respondents choose not to contest these factual allegations, but
26 to remain silent and understand that, as a result thereof, these
27

1 factual statements, will serve as a prima facie basis for the
2 disciplinary action stipulated to herein. The Real Estate
3 Commissioner shall not be required to provide further evidence
4 to prove such allegations.

5 5. This Stipulation is made for the purpose of
6 reaching an agreed disposition of this proceeding and is
7 expressly limited to this proceeding and any other proceeding or
8 case in which the Bureau of Real Estate ("Bureau"), the state or
9 federal government, or an agency of this state, another state or
10 the federal government is involved.

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

21 7. The Order or any subsequent Order of the Real
22 Estate Commissioner made pursuant to this Stipulation shall not
23 constitute an estoppel, merger or bar to any further
24 administrative or civil proceedings by the Bureau of Real Estate
25 with respect to any conduct which was not specifically alleged
26 to be causes for accusation in this proceeding.
27

DETERMINATION OF ISSUES

1
2 By reason of the foregoing stipulations and waivers
3 and solely for the purpose of settlement of the pending
4 Accusation, it is stipulated and agreed that the following
5 determination of issues shall be made:

I

6
7 The conduct, acts and/or omissions of Respondents
8 PRIME MANAGEMENT GROUP, INC. and DANIEL FLORES, as set forth in
9 the Accusation, constitute cause for the suspension or
10 revocation of all of the real estate licenses and license rights
11 of Respondents under the provisions of Sections 10177(d) and
12 10177(g) of the Business and Professions Code ("Code") for
13 violation of Code Section 10145.

ORDER

14
15 All licenses and licensing rights of Respondents PRIME
16 MANAGEMENT GROUP, INC. and DANIEL FLORES under the Real Estate
17 Law are suspended for a period of ninety (90) days from the
18 effective date of this Decision; provided, however, that ninety
19 days (90) days of said suspension shall be stayed for two (2)
20 years upon the following terms and conditions:

- 21
22 1. Respondents shall obey all laws, rules and
23 regulations governing the rights, duties and responsibilities of
24 a real estate licensee in the State of California; and
25 2. That no final subsequent determination be made,
26 after hearing or upon stipulation that cause for disciplinary
27 action occurred within two (2) years of the effective date of

1 this Decision. Should such a determination be made, the
2 Commissioner may, in his discretion, vacate and set aside the
3 stay order and reimpose all or a portion of the stayed
4 suspension. Should no such determination be made, the stay
5 imposed herein shall become permanent.

6 3. Pursuant to Section 10148 of the Code, Respondents
7 shall pay the sum of \$6,443 for the Commissioner's cost of the
8 audit which led to this disciplinary action. Respondents shall
9 pay such cost within sixty (60) days of receiving an invoice
10 therefore from the Commissioner. Payment of audit costs should
11 not be made until Respondents receives the invoice. If
12 Respondents fails to satisfy this condition in a timely manner
13 as provided for herein, Respondents' real estate licenses shall
14 automatically be suspended until payment is made in full or
15 until a decision providing otherwise is adopted following a
16 hearing held pursuant to this condition.

17 Pursuant to Section 10148 of the Code, Respondents
18 shall pay the Commissioner's reasonable cost, not to exceed
19 \$6,443, for an audit to determine if Respondents have corrected
20 the violations found in the Determination of Issues. In
21 calculating the amount of the Commissioner's reasonable cost,
22 the Commissioner may use the estimated average hourly salary for
23 all persons performing audits of real estate brokers, and shall
24 include an allocation for travel time to and from the auditor's
25 place of work. Respondents shall pay such cost within 60 days
26 of receiving an invoice from the Commissioner. Payment of the
27

1 audit costs should not be made until Respondents receive the
2 invoice. If Respondents fail to satisfy this condition in a
3 timely manner as provided for herein, Respondents' real estate
4 licenses shall automatically be suspended until payment is made
5 in full, or until a decision providing otherwise is adopted
6 following a hearing held pursuant to this condition.

7 4. All licenses and licensing rights of Respondent
8 FLORES are indefinitely suspended unless or until Respondent
9 provides proof satisfactory to the Commissioner of having taken
10 and successfully completed the continuing education course on
11 trust fund accounting and handling specified in paragraph (3) of
12 subdivision (a) of Section 10170.5 of the Business and
13 Professions Code. Proof of satisfaction of these requirements
14 includes evidence that Respondent has successfully completed the
15 trust fund account and handling continuing education courses, no
16 earlier than 120 days prior to the effective date of the Order
17 in this matter. Proof of completion of the trust fund
18 accounting and handling course must be delivered to the Bureau
19 of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA
20 95813-7013 or by fax at 916-263-8758, prior to the effective
21 date of this Order.
22

23 5. Respondents understand that by agreeing to this
24 Stipulation and Agreement, Respondents agree to pay, pursuant to
25 Section 10106 of the California Business and Professions Code
26 (Code), the cost of the investigation and enforcement which
27 resulted in the determination that Respondents committed the

1 violations found in the Determination of Issues. The amount of
2 said costs is \$862.

3 All licenses and licensing rights of Respondents are
4 indefinitely suspended unless or until Respondents pay the sum
5 of \$862 for the Commissioner's reasonable cost of the
6 investigation and enforcement which led to this disciplinary
7 action. Said payment shall be in the form of a cashier's check
8 or certified check made payable to the Bureau of Real Estate,
9 Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013,
10 prior to the effective date of the Order.

11
12
13 DATED: 10-8-15 James R. Peel
14 JAMES R. PEEL, Counsel for the
Bureau of Real Estate

15 * * *

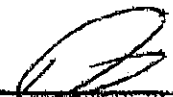
16 We have read the Stipulation and Agreement, and its
17 terms are understood by us and are agreeable and acceptable to
18 us. We understand that we are waiving rights given to us by the
19 California Administrative Procedure Act (including but not
20 limited to Sections 11506, 11508, 11509 and 11513 of the
21 Government Code), and we willingly, intelligently and
22 voluntarily waive those rights, including the right of requiring
23 the Commissioner to prove the allegations in the Accusation at a
24 hearing at which we would have the right to cross-examine
25 witnesses against us and to present evidence in defense and
26 mitigation of the charges.
27

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

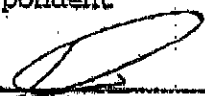
Respondents can signify acceptance and approval of the terms and conditions of this Stipulation and Agreement by faxing a copy of the signature page, as actually signed by Respondents, to the Bureau at the following telephone/fax number: (213) 576-6917. Respondents agree, acknowledge and understand that by electronically sending to the Bureau a fax copy of their actual signature as it appears on the stipulation and Agreement, that receipt of the faxed copy by the Bureau shall be as binding on Respondents as if the Bureau had received the original signed Stipulation and Agreement.

Further, if the Respondents are represented, the Respondents' counsel can signify his or her agreement to the terms and conditions of the stipulation and agreement by submitting that signature via fax.

DATED: 10/7/15


PRIME MANAGEMENT GROUP, INC,
Respondent

DATED: 10/7/15


DANIEL FLORES
Respondent

DATED: 10-7-15


FRANK M. BUDA
Counsel for Respondents

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

Respondents 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 Respondents, to the Bureau at the following telephone/fax number: (213) 576-6917. Respondents agree, acknowledge and understand that by electronically sending to the Bureau a fax copy of their actual signature as it appears on the Stipulation and Agreement, that receipt of the faxed copy by the Bureau shall be as binding on Respondents as if the Bureau had received the original signed Stipulation and Agreement.

Further, if the Respondents are represented, the Respondents' counsel can signify his or her agreement to the terms and conditions of the Stipulation and Agreement by submitting that signature via fax.

DATED: _____ PRIME MANAGEMENT GROUP, INC.
Respondent

DATED: _____ DANIEL FLORES
Respondent

DATED: _____ FRANK M. BUDA
Counsel for Respondents

