

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

**FILED**

**JUN 19 2019**

**DEPT. OF REAL ESTATE**  
By *Angela Danner*

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

\* \* \*

In the Matter of the Accusation of	)	No. H-03192 FR
	)	
	)	<u>STIPULATION</u>
JEFFREY WAYNE MOWRY,	)	<u>AND</u>
	)	<u>AGREEMENT</u>
	)	
	)	
	)	
	)	
Respondent.	)	

It is hereby stipulated by and between Respondent JEFFREY WAYNE MOWRY ("MOWRY"), represented by Frank M. Buda, Esq., and the Complainant, acting by and through Julie L. To, Counsel for the Department of Real Estate ("Department" or "DRE"), as follows for the purpose of settling and disposing of the Accusation ("Accusation") filed on June 29, 2018, in Case No. H-03192 FR, 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 ("Stipulation").

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1                   2. Respondent has received, read and understands the Statement to Respondent,  
2 the Discovery Provisions of the APA and the Accusation filed by the Department of Real Estate  
3 ("Department") in this proceeding.

4                   3. On September 20, 2018, Respondent timely filed his Notice of Defense  
5 pursuant to Section 11506 of the Government Code for the purpose of requesting a hearing on  
6 the allegations in the Accusation. Respondent hereby freely and voluntarily withdraws said  
7 Notice of Defense. Respondent acknowledges that he understands that by withdrawing said  
8 Notice of Defense he thereby waives his right to require the Commissioner to prove the  
9 allegations in the Accusation at a contested hearing held in accordance with the provisions of the  
10 APA and that he will waive other rights afforded to him in connection with the hearing such as  
11 the right to present evidence in their defense and the right to cross-examine witnesses.

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

18                   5. This Stipulation is made for the purpose of reaching an agreed disposition of  
19 this proceeding and is expressly limited to this proceeding and any other proceeding or case in  
20 which the Department or another licensing agency of this state, another state, or if the federal  
21 government is involved, and otherwise shall not be admissible in any other criminal or civil  
22 proceeding.

23                   6. It is understood by the parties that the Real Estate Commissioner may adopt  
24 this Stipulation as the Commissioner's Decision in this matter, thereby imposing the penalty and  
25 sanctions on Respondent's real estate licenses and license rights as set forth in below "Order." In  
26 the event that the Commissioner in his discretion does not adopt the Stipulation and Agreement,

27 \_\_\_\_\_  
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1 the Stipulation shall be void and of no effect and Respondent shall retain the right to a hearing  
2 and proceeding on the Accusation under the provisions of the APA and shall not be bound by any  
3 admission or waiver made herein.

4 7. The Order or any subsequent Order of the Real Estate Commissioner made  
5 pursuant to this Stipulation shall not constitute an estoppel, merger or bar to any further  
6 administrative or civil proceedings by the Department of Real Estate with respect to any matters  
7 which were not specifically alleged to be causes for Accusation in this proceeding but do  
8 constitute a bar, estoppel and merger as to any allegations actually contained in the Accusations  
9 against Respondent herein.

10 8. Respondent understands that by agreeing to this Stipulation, Respondent agrees  
11 to pay, pursuant to Business and Professions Code ("Code") Section 10148, the cost of the audit  
12 which resulted in the determination that Respondent committed the violations found in the  
13 Determination of Issues. The amount of said costs for the original audit (FR 160073) is  
14 \$5,502.55. Respondent agrees to pay, pursuant to Code Section 10148, \$5,502.55 for the cost of  
15 Audit No. FR 160073.

16 9. Respondent has received, read, and understands the "Notice Concerning Costs  
17 of Subsequent Audit." Respondent further understands that by agreeing to this Stipulation, the  
18 findings set forth below in the Determination of Issues become final, and the Commissioner may  
19 charge Respondent for the cost of any subsequent audit(s) conducted pursuant to Code Section  
20 10148 to determine if the violations have been corrected. The maximum cost of the follow-up  
21 audits will not exceed one-hundred twenty-five percent (125%) of the cost of the original audit;  
22 in the instant case, the cost of the original audit is \$5,502.55, and the maximum cost of the  
23 follow-up audit will not exceed \$6,878.19. Therefore, Respondent may be charged a maximum  
24 of \$6,878.19 in the event of a subsequent audit.

25 10. Respondent understands that by agreeing to this Stipulation, Respondent  
26 agrees to pay, pursuant to Code Section 10106, the Commissioner's cost of the investigation and  
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1 enforcement which resulted in the determination that Respondent committed the violations found  
2 in the Determination of Issues. The amount of said investigation and enforcement costs is  
3 \$4,109.53; therefore, Respondent agrees to pay, pursuant to Code Section 10106, the amount is  
4 \$4,109.53.

#### 5 DETERMINATION OF ISSUES

6 By reason of the foregoing stipulations, admissions and waivers, and solely for the  
7 purpose of settlement of the pending Accusation without a hearing, it is stipulated and agreed  
8 that the following determination of issues shall be made:

9 The conduct, acts or omissions of Respondent MOWRY, as described in  
10 Paragraph 4, herein above, are in violation of: Code Section 10145 and Regulation 2832.1; Code  
11 Section 10145 and Regulation 2834; and Code Section 10145 and Regulation 2831.2, and are  
12 bases for the suspension or revocation of the license and license rights of Respondent MOWRY  
13 as a violation of the Real Estate Law pursuant to Code Sections 10177(d) and 10177(g).

#### 14 ORDER

15 WHEREFORE, THE FOLLOWING ORDER is hereby made:

#### 16 I.

17 All licenses and licensing rights of Respondent JEFFREY WAYNE MOWRY  
18 under the Real Estate Law are suspended for a period of sixty (60) days from the effective date of  
19 this Decision and Order; provided, however, that:

20 1. Sixty (60) days of said suspension shall be stayed for two (2) years upon the  
21 following terms and conditions:

22 a) Respondent MOWRY shall obey all laws, rules and regulations governing  
23 the rights, duties and responsibilities of a real estate licensee in the State of  
24 California; and,

25 b) That no final subsequent determination be made, after hearing or upon  
26 stipulation, that cause of disciplinary action occurred within two (2) years from

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

5 2. Respondent MOWRY shall, within six (6) months from the effective date of  
6 this Decision and Order, take and pass the Professional Responsibility Examination  
7 administered by the Department, including the payment of the appropriate examination fee. If  
8 Respondent fails to satisfy this condition, Respondent's real estate license shall automatically be  
9 suspended until Respondent passes the examination.

10 3. Respondent MOWRY shall, within nine (9) months from the effective date of  
11 this Decision and Order, present evidence satisfactory to the Commissioner that Respondent has,  
12 since the most recent issuance of an original or renewal real estate license, taken and successfully  
13 completed the continuing education requirements of Article 2.5 of Chapter 3 of the Real Estate  
14 Law for renewal of a real estate license. If Respondent fails to satisfy this condition,  
15 Respondent's real estate license shall automatically be suspended until Respondent presents  
16 evidence satisfactory to the Commissioner of having taken and successfully completed the  
17 continuing education requirements. Proof of completion of the continuing education courses  
18 must be delivered to the Department of Real Estate, Flag Section at P.O. Box 137013,  
19 Sacramento, CA 95813-7013.

20 4. All license and licensing rights of Respondent MOWRY are indefinitely  
21 suspended unless or until Respondent provides evidence satisfactory to the Commissioner or  
22 having taken and successfully completed the continuing education course on trust fund  
23 accounting and handling specified in paragraph (3) of subdivision (a) of Section 10170.5 of the  
24 Business and Professions Code. Proof of satisfaction of these requirements includes evidence  
25 that Respondent has successfully completed the trust fund account and handling continuing  
26 education courses, no earlier than one hundred and twenty (120) days prior to the effective date

1 of the Decision and Order in this matter. Proof of completion of the trust fund accounting and  
2 handling course must be delivered to the Department of Real Estate, Flag Section at P.O. Box  
3 137013, Sacramento, CA 95813-7013.

4 5. Pursuant to Section 10148 of the Code, Respondent MOWRY shall pay the  
5 sum of \$5,502.55 for the Commissioner's cost of the audit (FR 160073) which led to this  
6 disciplinary action. Respondent shall pay such cost within sixty (60) days of receiving an invoice  
7 therefore from the Commissioner. Payment of audit costs should not be made until Respondent  
8 receives the invoice. If Respondent fails to satisfy this condition in a timely manner as provided  
9 for herein, Respondent's real estate license shall automatically be suspended until payment is  
10 made in full, or until a decision providing otherwise is adopted following a hearing held pursuant  
11 to this condition.

12 6. Pursuant to Section 10148 of the Code, Respondent MOWRY shall pay the  
13 Commissioner's reasonable cost, not to exceed \$6,878.19 [or, 125% of the original audit cost of  
14 \$5,502.55], for a subsequent audit to determine if Respondent has corrected the violations found  
15 in the Determination of Issues. In calculating the amount of the Commissioner's reasonable cost,  
16 the Commissioner may use the estimated average hourly salary for all persons performing audits  
17 of real estate brokers, and shall include an allocation for travel time to and from the auditor's  
18 place of work. Respondent shall pay such cost within sixty (60) days of receiving an invoice  
19 therefore from the Commissioner. Payment of the audit costs should not be made until  
20 Respondent receives the invoice. If Respondent fails to satisfy this condition in a timely manner  
21 as provided for herein, Respondent's real estate license shall automatically be suspended until  
22 payment is made in full, or until a decision providing otherwise is adopted following a hearing  
23 held pursuant to this condition.


24 7. All licenses and licensing rights of Respondent MOWRY are indefinitely  
25 suspended unless or until Respondent pays the sum of \$4,109.53 for the Commissioner's  
26 reasonable cost of the investigation and enforcement which led to this disciplinary action. Said

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1 payment shall be in the form of a cashier's check or certified check made payable to the  
2 Department of Real Estate. The investigation and enforcement costs must be delivered to the  
3 Department of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior  
4 to the effective date of this Decision and Order.

5  
6 DATED: 5-14-19

  
Julie L. To, Counsel for  
Department of Real Estate

8 \* \* \*

9 EXECUTION OF THE STIPULATION

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

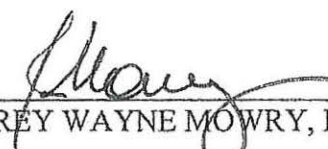
17 MAILING AND FACSIMILE

18 Respondent can signify acceptance and approval of the terms and conditions of  
19 this Stipulation and Agreement by sending a hard copy of the original signed signature page of  
20 the Stipulation herein to Julie L. To, Legal Section, Department of Real Estate, 320 W. Fourth  
21 St., Suite 350, Los Angeles, California 90013-1105. In the event of time constraints before an  
22 administrative hearing, Respondent can signify acceptance and approval of the terms and  
23 conditions of this Stipulation and Agreement by e-mailing a scanned copy of the signature page,  
24 as actually signed by Respondent, to the Department counsel presently assigned to this case (Julie  
25 To). Respondent agrees, acknowledges, and understands that by electronically sending to the  
26 Department a scan of Respondent's actual signature as it appears on the Stipulation and

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1 Agreement, that receipt of the scan by the Department shall be binding on Respondent as if the  
2 Department had received the original signed Stipulation and Agreement.


3  
4 DATED: 5/8/19

  
JEFFREY WAYNE MOWRY, Respondent

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7 \* \* \*

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

10  
11 DATED: 5-9-19

  
Frank M. Buda, Attorney for Respondent  
JEFFREY WAYNE MOWRY

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14 \* \* \*

15 The foregoing Stipulation and Agreement is hereby adopted as my Decision as to  
16 Respondent JEFFREY WAYNE MOWRY, and shall become effective at 12 o'clock noon on  
17 JUL 08 2019, 2019.

18 IT IS SO ORDERED June 10, 2019.

19 DANIEL J. SANDRI  
20 ACTING REAL ESTATE COMMISSIONER

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