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DEC 12 2023

DEPARTMENT OF REAL ESTATE

By By den

BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of) DRE NO. H-3383 FR
)
SALVADOR MORENO VILLALOBOS) OAH NO. 2022060182
and MIGUEL TORRES-MENDEZ,)
)
Respondents.)

ORDER NUNC PRO TUNC
CORRECTING CLERICAL ERROR

It having been called to the attention of the Real Estate Commissioner that there was a clerical error in the Order filed on November 08, 2023, in the above-entitled matter to become effective October 29, 2023, and good cause appearing therefor, the following correction is made to the Order pursuant to California Government Code section 11517(c)(2). The effective date of October 29, 2023, is corrected to be November 29, 2023.

This Order shall become effective immediately.

IT IS SO ORDERED 12/6/2023.

DOUGLAS R. McCAULEY
REAL ESTATE COMMISSIONER

Marcus L. McCarther
Marcus L. McCarther
Chief Deputy Real Estate Commissioner

FILED

NOV 08 2023

DEPARTMENT OF REAL ESTATE

By h dew

1 DEPARTMENT OF REAL ESTATE

2 P. O. Box 137007

3 Sacramento, CA 95813-7007

4 Telephone: (916) 576-8700

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6
7 BEFORE THE DEPARTMENT OF REAL ESTATE

8 STATE OF CALIFORNIA

9 * * *

10 In the Matter of the Accusation of:

) Case No. H-3383 FR

11 SALVADOR VILLALOBOS

12 and MIGUEL TORRES-MENDEZ

) STIPULATION AND AGREEMENT

) IN SETTLEMENT AND ORDER

13 Respondents.

14
15 It is hereby stipulated by and between Respondent SALVADOR VILLALOBOS,

16 ("Respondent"), acting by and through Attorney Jason E. Barth, and the Complainant, acting by
17 and through Adriana Z. Badilas, Counsel for the Department of Real Estate ("Department"), as
18 follows for the purpose of settling and disposing of the Accusation filed on January 25, 2022, in
19 this matter:

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

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

1 3. On or about February 7, 2022, a Notice of Defense was received from
2 Respondent pursuant to Section 11505 of the Government Code for the purpose of requesting a
3 hearing on the allegations made in the Accusation. Respondent hereby freely and voluntarily
4 withdraws said Notice of Defense. Respondent acknowledges that he understands that by
5 withdrawing said Notice of Defense he will thereby waive his rights to require the
6 Commissioner to prove the allegations in the Accusation at a contested hearing held in
7 accordance with the provisions of the APA and that Respondent will waive other rights
8 afforded to him in connection with the hearing such as the right to present evidence in defense
9 of the allegations in the Accusation and the right to cross-examine witnesses.

10 4. This Stipulation and Agreement and Respondent's decision not to contest
11 the Accusation are made for the purpose of reaching an agreed disposition of this proceeding
12 and are expressly limited to this proceeding and any other proceeding or case in which the
13 Department, the state or federal government, an agency of this state, or an agency of another
14 state is involved.

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

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

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1 7. The Order or any subsequent Order of the Real Estate Commissioner made
2 pursuant to this Stipulation and Agreement shall not constitute an estoppel, merger or bar to
3 any further administrative or civil proceedings by the Department of Real Estate with respect
4 to any matters which were not specifically alleged to be causes for accusation in this
5 proceeding.

6 DETERMINATION OF ISSUES

7 By reason of the foregoing stipulations, admissions, and waivers, and solely for
8 the purpose of settlement of the pending Accusation without further proceedings, it is stipulated
9 and agreed that the following Determination of Issues shall be made:

10 1. The acts and/or omissions of Respondent, as described in the Accusation, are
11 grounds for the suspension or revocation of the licenses and license rights of Respondent under
12 the provisions of Sections 10145, 10177(d) and 10177(g) of the Code, and Sections 2831,
13 2831.1, 2831.2, and 2832.1 of Title 10, California Code of Regulations ("Regulations").

14 ORDER.

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

18 1. Thirty (30) days of said suspension shall be stayed upon the condition that
19 Respondent petitions pursuant to Section 10175.2 of the Code and pays a monetary penalty
20 pursuant to Section 10175.2 of the Code, at a rate of \$50 for each day of the suspension, for a
21 total monetary penalty of \$1,500.00.

22 a. Said payment shall be in the form of a cashier's check made payable to
23 the Department of Real Estate and must be delivered to the Department of Real Estate, Flag
24 Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective date of this
25 Order.

26 b. No further cause for disciplinary action against the real estate license
27 of Respondent occurs within two (2) years from the effective date of the Order in this matter.

1 c. If Respondent fails to pay the monetary penalty in accordance with the
2 terms and conditions of the Decision, the Commissioner may, without a hearing, order the
3 immediate execution of all or any part of the stayed suspension, in which event, Respondent
4 shall not be entitled to any repayment nor credit, prorated or otherwise, for money paid to the
5 Department under the terms of this decision.

6 d. If Respondent pays the monetary penalty, and if no further cause for
7 disciplinary action against the real estate license of Respondent occurs within two (2) years from
8 the effective date of the Decision herein, then the stay hereby granted shall become permanent.

9 2. The remaining thirty (30) days of said suspension shall also be stayed for two
10 (2) years upon the following terms and conditions:

11 a. Respondent shall obey all laws, rules and regulations governing the
12 rights, duties and responsibilities of a real estate licensee in the State of California, and

13 b. That no final subsequent determination be made, after hearing or
14 upon stipulation, that cause for disciplinary action occurred within two (2) years from the
15 effective date of this Order. Should such a determination be made, the Commissioner may, in
16 her discretion, vacate and set aside the stay order and re-impose all or a portion of the stayed
17 suspension. Should no such determination be made, the stay imposed herein shall become
18 permanent.

19 3. The license and licensing rights of Respondent are indefinitely suspended
20 unless or until Respondent pays the sum of \$744.00 for the Commissioner's reasonable costs of
21 enforcement. Said payment shall be in the form of a cashier's check or certified check made
22 payable to the Department of Real Estate. The enforcement costs must be delivered to the
23 Department of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior
24 to the effective date of this Order.

25 4. Respondent shall pay the sum of \$17,578.00 for the Commissioner's cost of
26 the audit that led to this disciplinary action. Respondent shall pay such cost within sixty (60)
27 days of receiving an invoice from the Commissioner. The Commissioner shall indefinitely

1 suspend the license and licensing rights of Respondent pending a hearing held in accordance
2 with Section 11500, et seq., of the Government Code, if payment is not timely made as provided
3 for herein, or as provided for in a subsequent agreement between Respondent and the
4 Commissioner. The suspension shall remain in effect until payment is made in full or until
5 Respondent enters into an agreement satisfactory to the Commissioner to provide for payment, or
6 until a decision providing otherwise is adopted following a hearing held pursuant to this
7 condition.

8 5. Respondent shall pay the Commissioner's costs, not to exceed \$21,972.50, for
9 any follow-up audit conducted pursuant to Section 10148 of the Code to determine if Respondent
10 has corrected the violations described in the Determination of Issues, above, and any other
11 violations found in the audit that led to this disciplinary action. In calculating the amount of the
12 Commissioner's reasonable cost, the Commissioner may use the estimated average hourly salary
13 for all persons performing audits of real estate brokers and shall include an allocation for travel
14 time to and from the auditor's place of work. Respondent shall pay such cost within sixty (60)
15 days of receiving an invoice therefore from the Commissioner detailing the activities performed
16 during the audit and the amount of time spent performing those activities. If Respondent fails to
17 pay such cost within the sixty (60) days, the Commissioner shall indefinitely suspend the license
18 and licensing rights of Respondent under the Real Estate Law until payment is made in full or
19 until Respondent enters into an agreement satisfactory to the Commissioner to provide for
20 payment. Upon full payment, the indefinite suspension provided for in this paragraph shall be
21 stayed.

22 6. Respondent shall, within six (6) months from the effective date of this Order,
23 take and pass the Professional Responsibility Examination administered by the Department,
24 including the payment of the appropriate examination fee. If Respondent fails to satisfy this
25 condition, Respondent's real estate license shall automatically be suspended until Respondent
26 passes the examination.

27 ///

7. All licenses and licensing rights of Respondent are indefinitely suspended unless or until Respondent provides proof satisfactory to the Commissioner, of having taken and successfully completed the continuing education course on trust fund accounting and handling specified in paragraph (3) of subdivision (a) of Section 10170.5 of the Code. Proof of satisfaction of these requirements includes evidence that Respondent has successfully completed the trust fund accounting and handling continuing education course, no earlier than one hundred twenty (120) days prior to the effective date of the Order in this matter. Proof of completion of the trust fund accounting and handling course must be delivered to the Department of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013 or by fax at 916-263-8785, prior to the effective date of this Order.

9-8-23

DATED

[Handwritten signature]

ADRIANA Z. BADILAS
Real Estate Counsel III
Department of Real Estate

* * *

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 California Administrative Procedure Act (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 and Respondent's attorney further agree to send the original signed Stipulation and Agreement by mail to the following address no later than one (1) week from the date the Stipulation and Agreement is signed by Respondent and Respondent's attorney:

1 Department of Real Estate, Legal Section, P.O. Box 137007, Sacramento, California 95813-
2 7007.

3 Respondent and Respondent's attorney understand and agree that if they fail to
4 return the original signed Stipulation and Agreement by the due date, Complainant retains the
5 right to set this matter for hearing.

6
7 9/7/23
8 DATED

SALVADOR VILLALOBOS
Respondent

9
10 * * *

11 I have reviewed the Stipulation and Agreement as to form and content and
12 have advised my client accordingly.

13
14 9/7/2023
15 DATED

Jason E. Barth
Attorney for Respondent VILLALOBOS

16
17 * * *

18 The foregoing Stipulation and Agreement is hereby adopted as my Decision in
19 this matter and shall become effective at 12 o'clock noon on OCT 29 2023

20 IT IS SO ORDERED 10/17/23, 2023.

21 REAL ESTATE COMMISSIONER

22
23 [REDACTED]
24 DOUGLAS R. McCAULEY

25 fs Doug McCauley
26
27