

1 Department of Real Estate
2 P.O. Box 137007
3 Sacramento, CA 95813-7007

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FILED

NOV 01 2023

DEPARTMENT OF REAL ESTATE
By B. Nicholas

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7
8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

10 ***

11 In the Matter of the Accusation of

12 RYAN RAMIREZ INC.;

13 and

14 RYAN DANIEL RAMIREZ, individually and
15 as designated officer of Ryan Ramirez Inc.,

16 Respondents.

No. H-3493 FR

STIPULATION AND
AGREEMENT

17 It is hereby stipulated by and between RYAN RAMIREZ INC. (RRI), and
18 RYAN DANIEL RAMIREZ (RAMIREZ) (collectively "Respondents"), and the
19 Complainant, acting by and through Truly Sughrue, Counsel for the Department of Real
20 Estate (Department), as follows for the purpose of settling and disposing of the Accusation
21 (Accusation) filed on July 21, 2023, in this matter:

22 1. All issues which were to be contested and all evidence which was to be
23 presented by Complainant and Respondents at a formal hearing on the Accusation, which
24 hearing was to be held in accordance with the provisions of the Administrative Procedure Act
25 (APA), shall instead and in place thereof be submitted solely on the basis of the provisions of
26 this Stipulation and Agreement.
27

1 2. Respondents have received, read, and understand the Statement to
2 Respondent, and the Discovery Provisions of the APA filed by the Department in this
3 proceeding.

4 3. Respondents filed a Notice of Defense pursuant to Section 11505 of the
5 Government Code for the purpose of requesting a hearing on the allegations in the Accusation.
6 Respondents hereby freely and voluntarily withdraw said Notice of Defense. Respondents
7 acknowledge that Respondents understand that by withdrawing said Notice of Defense
8 Respondents will thereby waive Respondents' rights to require the Real Estate Commissioner
9 (Commissioner) to prove the allegations in the Accusation at a contested hearing held in
10 accordance with the provisions of the APA, and that Respondents will waive other rights
11 afforded to Respondents in connection with the hearing such as the right to present evidence in
12 defense of the allegations in the Accusation and the right to cross-examine witnesses.

13 4. This Stipulation and Agreement is based on the factual allegations
14 contained in the Accusation. In the interest of expediency and economy, Respondents choose not
15 to contest these factual allegations, but to remain silent and understand that, as a result thereof,
16 these factual statements will serve as a prima facie basis for the "Determination of Issues" and
17 "Order" set forth below. The Commissioner shall not be required to provide further evidence to
18 prove such allegations.

19 5. This Stipulation and Agreement and Respondents' decision not to contest
20 the Accusation are made for the purpose of reaching an agreed disposition of this proceeding and
21 are expressly limited to this proceeding and any other proceeding or case in which the
22 Department, the state or federal government, an agency of this state, or an agency of another
23 state is involved.

24 6. RAMIREZ understands that by agreeing to this Stipulation and
25 Agreement, RAMIREZ agrees to pay, pursuant to Section 10148 of the California Business and
26 Professions Code (Code), the cost of the audit, which resulted in the determination that
27 Respondent committed the trust fund handling violation(s) found in the Determination of Issues.

1 The amount of said costs is \$3,187.25.

2 7. RAMIREZ further understands that by agreeing to this Stipulation and
3 Agreement, the findings set forth below in the Determination of Issues become final, and that
4 the Commissioner may charge said Respondents for the costs of any audit conducted pursuant
5 to Section 10148 of the Code to determine if the violations have been corrected. The maximum
6 costs of said audit shall not exceed \$3,984.

7 8. It is understood by the parties that the Commissioner may adopt the
8 Stipulation and Agreement as his decision in this matter thereby imposing the penalty and
9 sanctions on the real estate licenses and license rights of Respondents as set forth in the below
10 "Order". In the event that the Commissioner in his discretion does not adopt the Stipulation and
11 Agreement, it shall be void and of no effect, and Respondents shall retain the right to a hearing
12 and proceeding on the Accusation under all the provisions of the APA and shall not be bound by
13 any admission or waiver made herein.

14 9. The Order or any subsequent Order of the Commissioner made pursuant to
15 this Stipulation and Agreement shall not constitute an estoppel, merger or bar to any further
16 administrative or civil proceedings by the Department with respect to any matters which were
17 not specifically alleged to be causes for action in Accusation H-3493 FR.

18 DECLARATION OF RYAN RAMIREZ INC.

19 In lieu of proceeding in this matter in accordance with the provisions of the APA,
20 RRI wishes to voluntarily surrender its corporate real estate broker license issued by the
21 Department, pursuant to Code Section 10100.2. RAMIREZ is the President and Designated
22 Officer of RRI and is authorized to sign this declaration on behalf of RRI.

23 RAMIREZ, on behalf of RRI, understands that by voluntarily surrendering RRI's
24 license(s), RRI may be re-licensed as a corporate broker only by petitioning for reinstatement
25 pursuant to section 11522 of the Government Code. RAMIREZ, on behalf of RRI, also
26 understands that by voluntarily surrendering RRI's license(s), RAMIREZ agrees to the
27 following:

1 1. The filing of this Declaration shall be deemed as RRI's petition for
2 voluntary surrender.

3 2. It shall also be deemed to be an understanding and agreement by
4 RAMIREZ that RRI waives all rights RRI has to require the Commissioner to prove the
5 allegations contained in the Accusation filed in this matter at a hearing held in accordance with
6 the provisions of the APA, and that RRI also waives other rights afforded to RRI in connection
7 with the hearing such as the right to discovery, the right to present evidence in defense of the
8 allegations in the Accusation and the right to cross-examine witnesses.

9 3. RAMIREZ, on behalf of RRI, further agrees that upon acceptance by the
10 Commissioner, as evidenced by an appropriate order, all affidavits and all relevant evidence
11 obtained by the Department in this matter prior to the Commissioner's acceptance, and all
12 allegations contained in the Accusation filed in the Department Case No. H-3493 FR may be
13 considered by the Department to be true and correct for the purpose of deciding whether to grant
14 re-licensure or reinstatement pursuant to Government Code section 11522.

15 4. RRI freely and voluntarily surrenders all RRI's licenses and license rights
16 under the Real Estate Law.

17 * * *

18 DETERMINATION OF ISSUES

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

22 I

23 The acts and omissions of Respondents as described in the Accusation are
24 grounds for the suspension or revocation of Respondents' licenses and license rights under the
25 following sections of the Code and Title 10, Chapter 6, of the California Code of Regulations
26 (Regulations):

27 As to Paragraph 10, under Section 10176(e) of the Code;

1 As to Paragraph 11, under Section 10177(d) of the Code in conjunction with
2 Section 10145 of the Code and Section 2831.1 of the Regulations;

3 As to Paragraph 12, under Section 10177(d) of the Code in conjunction with
4 Section 10145 of the Code and Section 2831.2 of the Regulations; and

5 As to Paragraphs 13 through 15, under Section 10177(d) of the Code in
6 conjunction with Section 10130 of the Code.

7 II

8 The acts and/or omissions of RAMIREZ as described in the Accusation is cause
9 for the suspension or revocation of RAMIREZ 's license and/or license rights under Section
10 10177(h) of the Code.

11 * * *

12 ORDER

13 I

14 RRI's petition for voluntary surrender of its corporate real estate broker license is
15 accepted as of the effective date of this Order as set forth below, based upon the understanding
16 and agreement expressed in RRI's Declaration incorporated herein as part of this Stipulation and
17 Agreement. RRI's license certificates, pocket cards and any branch office license certificates
18 shall be sent to the below listed address so that they reach the Department on or before the
19 effective date of this Order:

20
21 DEPARTMENT OF REAL ESTATE
22 Attn: Licensing Flag Section
23 P. O. Box 137013
24 Sacramento, CA 95815-7013

25 II

26 All licenses and licensing rights of RAMIREZ under the Real Estate Law are
27 suspended for a period of fifty (50) days from the effective date of this Order; provided,
however, that:

1) Twenty-five (25) days of said suspension shall be stayed, upon the condition that RAMIREZ petition pursuant to Section 10175.2 of the Code and pays a monetary penalty pursuant to Section 10175.2 of the Code at a rate of \$50 for each day of the suspension for a total monetary penalty of \$1,250.

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

b) No further cause for disciplinary action against the Real Estate licenses of RAMIREZ occurs within two (2) years from the effective date of the decision in this matter.

c) If RAMIREZ fails to pay the monetary penalty as provided above prior to the effective date of this Order, the stay of the suspension shall be vacated as to RAMIREZ and the order of suspension shall be immediately executed, under this Order, in which event RAMIREZ shall not be entitled to any repayment nor credit, prorated or otherwise, for the money paid to the Department under the terms of this Order.

d) If RAMIREZ pays the monetary penalty and any other moneys due under this Stipulation and Agreement and if no further cause for disciplinary action against the real estate license of RAMIREZ occurs within two (2) years from the effective date of this Order, the entire stay hereby granted this Order, as to RAMIREZ only, shall become permanent.

2) Twenty-five (25) days of said suspension shall be stayed for two (2) years upon the following terms and conditions:

a) RAMIREZ shall obey all laws, rules and regulations governing the rights, duties and responsibilities of a real estate licensee in the State of California; and,

b) That no final subsequent determination be made, after hearing or upon stipulation, that cause for disciplinary action occurred within two (2) years from the effective date of this Order. Should such a determination be made, the Commissioner may, in his discretion, vacate and set aside the stay order and reimpose all or a portion of the stayed suspension. Should no

1 such determination be made, the stay imposed herein shall become permanent.

2 III

3 1) Pursuant to Section 10148 of the Code, RAMIREZ shall pay the sum of \$3,187.25
4 for the Commissioner's cost of the audit which led to this disciplinary action. RAMIREZ shall
5 pay such cost within sixty (60) days of receiving an invoice therefore from the Commissioner.
6 Payment of audit costs should not be made until RAMIREZ receives the invoice. If RAMIREZ
7 fails to satisfy this condition in a timely manner as provided for herein, RAMIREZ's real estate
8 license shall automatically be suspended until payment is made in full, or until a decision
9 providing otherwise is adopted following a hearing held pursuant to this condition.

10 2) Pursuant to Section 10148 of the Code, RAMIREZ shall pay the Commissioner's
11 reasonable cost, not to exceed \$3,984, for an audit to determine if RAMIREZ has corrected the
12 violation(s) found in the Determination of Issues. In calculating the amount of the
13 Commissioner's reasonable cost, the Commissioner may use the estimated average hourly salary
14 for all persons performing audits of real estate brokers and shall include an allocation for travel
15 time to and from the auditor's place of work. RAMIREZ shall pay such costs within sixty (60)
16 days of receiving an invoice therefore from the Commissioner. Payment of the audit costs
17 should not be made until RAMIREZ receives the invoice. If RAMIREZ fails to satisfy this
18 condition in a timely manner as provided for herein, RAMIREZ's real estate license shall
19 automatically be suspended until payment is made in full, or until a decision providing otherwise
20 is adopted following a hearing held pursuant to this condition.

21
22 15 August 2023

23 DATED



24 TRULY SUGHRUE
25 Counsel for Complainant

26 ***

27 I have read the Stipulation and Agreement, discussed it with my counsel, and its
terms are understood by me and are agreeable and acceptable to me. I understand that I am

1 waiving rights given to me by the California Administrative Procedure Act, and I willingly,
2 intelligently and voluntarily waive those rights, including the right of requiring the
3 Commissioner to prove the allegations in the Accusation at a hearing at which I would have the
4 right to cross-examine witnesses against me and to present evidence in defense and mitigation of
5 the charges.

6 Respondents and Respondents' attorney further agree to send the original signed
7 Stipulation and Agreement by mail to the following address no later than one (1) week from the
8 date the Stipulation and Agreement is signed by Respondents and Respondents' attorney:
9 Department of Real Estate, Legal Section, P.O. Box 137007, Sacramento, California 95813-
10 7007. Respondents and Respondents' attorney understand and agree that if they fail to return the
11 original signed Stipulation and Agreement by the due date, Complainant retains the right to set
12 this matter for hearing.

13 8/11/23
14 DATED


15 Ryan Daniel Ramirez, Designated Officer
16 RYAN RAMIREZ INC.,
17 Respondent


18 8/14/23
19 DATED


20 RYAN DANIEL RAMIREZ
21 Respondent

22 ***

23 I have reviewed the Stipulation and Agreement as to form and content and have
24 advised my clients accordingly.

25 August 15, 2023
26 DATED


27 DAVE McNAMARA
Attorney for Respondents

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The foregoing Stipulation and Agreement is hereby adopted as my Decision and
Order and shall become effective at 12 o'clock noon on NOV 22 2023.

IT IS SO ORDERED 10/11/23.

DOUGLAS R. McCAULEY
REAL ESTATE COMMISSIONER

