

1 DEPARTMENT OF REAL ESTATE  
2 P. O. Box 137007  
3 Sacramento, CA 95813-7007

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**FILED**

**FEB 15 2024**

DEPARTMENT OF REAL ESTATE

By J. Taggart

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

10 \* \* \*

11 In the Matter of the Accusation of	)	
	)	NO. H-3500-FR
12 MOTU PROPERTIES, INC.	)	
13 and <u>JASON JOSHUA BYRON MOYES</u> ,	)	
	)	<u>STIPULATION AND AGREEMENT IN</u>
	)	<u>SETTLEMENT AND ORDER</u>
14 Respondents.	)	(JASON JOSHUA BYRON MOYES)
	)	

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16 It is hereby stipulated by and between Respondent JASON JOSHUA BYRON  
17 MOYES (MOYES), (Respondent), his attorney, Monica A. Rast, and the Complainant, acting by  
18 and through Richard K. Uno, Counsel for the Department of Real Estate (Department), as  
19 follows for the purpose of settling and disposing of the Accusation filed on June 1, 2023, in this  
20 matter:

21 1. All issues which were to be contested and all evidence which was to be  
22 presented by Complainant and Respondent at a formal hearing on the Accusation, which  
23 hearing was to be held in accordance with the provisions of the Administrative Procedure Act  
24 (APA), shall instead and in place thereof be submitted solely on the basis of the provisions of  
25 this Stipulation and Agreement In Settlement and Order (Stipulation).  
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1                   2.       Respondent has received, read and understands the Statement to  
2 Respondent, the Discovery Provisions of the APA and the Accusation filed by the Department  
3 in this proceeding.

4                   3.       Respondent 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 Respondent hereby freely and voluntarily withdraws said Notice of Defense. Respondent  
7 acknowledges that Respondent understands that by withdrawing said Notice of Defense,  
8 Respondent will thereby waive Respondent's right 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 Respondent will waive other rights  
11 afforded to Respondent 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 is based on the factual allegations contained in the  
14 Accusation. In the interest of expedience and economy, Respondent choose not to contest these  
15 factual allegations, but to remain silent and understands that, as a result thereof, these factual  
16 statements will serve as a prima facie basis for the "Determination of Issues" and "Order" set  
17 forth below. The Commissioner shall not be required to provide further evidence to prove such  
18 allegations.

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

23                   6.       It is understood by the parties that the Commissioner may adopt this  
24 Stipulation as her decision in this matter, thereby imposing the penalty and sanctions on  
25 Respondents' real estate licenses and license rights as set forth in the "Order" below. In the  
26 event that the Commissioner in her discretion does not adopt this Stipulation, it shall

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

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

8 8. Respondent understands that by agreeing to this Stipulation,  
9 Respondent, pursuant to Section 10106 of the Code, agrees to pay the cost of the investigation  
10 which resulted in the determination that Respondent committed the violations found in the  
11 Determination of Issues. The amount of said costs is \$2,000.00.

12 9. Respondent understands that by agreeing to this Stipulation, Respondent  
13 agrees to pay, pursuant to Section 10148 of the Code, the cost of the audit which resulted in the  
14 violation(s) found in the Determination of Issues. The amount of such costs is \$3,396.00.

15 10. Respondent further understands that by agreeing to this Stipulation, the  
16 findings set forth below in the "Determination of Issues" become final, and that the  
17 Commissioner may charge said Respondent for the costs of any audit conducted pursuant to  
18 Section 10148 of the Code to determine if the violations have been corrected. The maximum  
19 cost of said audit shall not exceed \$4,245.00.

#### 20 DETERMINATION OF ISSUES

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

24 1. The acts and omissions of Respondent MOYES, as described in the  
25 Accusation, are grounds for the suspension or revocation of the licenses and license rights of  
26 Respondent MOYES under the provisions of Section 10177(h) of the Code.  
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1                   a.       Respondent MOYES shall obey all laws, rules and regulations  
2 governing the rights, duties and responsibilities of a real estate licensee in the State of  
3 California; and,

4                   b.       That no final subsequent determination be made, after hearing or  
5 upon stipulation, that cause for disciplinary action occurred within two (2) years from the  
6 effective date of this Stipulation. Should such a determination be made, the Commissioner  
7 may, in her discretion, vacate and set aside the stay order and reimpose all or a portion of the  
8 stayed suspension. Should no such determination be made, the stay imposed herein shall  
9 become permanent.

10                3.       Pursuant to Section 10148 of the Code, Respondent shall pay the sum of  
11 \$3,396.00 for the Commissioner's cost of the audit which led to this disciplinary action.  
12 Respondent shall pay such cost within sixty (60) days of receiving an invoice therefore from the  
13 Commissioner. Payment of audit costs should not be made until Respondent receives the  
14 invoice. If Respondent fails to satisfy this condition in a timely manner as provided for herein,  
15 Respondent's real estate licenses shall automatically be suspended until payment is made in full,  
16 or until a decision providing otherwise is adopted following a hearing held pursuant to this  
17 condition.

18                4.       Pursuant to Section 10148 of the Code, Respondent shall pay the  
19 Commissioner's reasonable cost, not to exceed \$4,245.00, for an audit to determine if  
20 Respondent has corrected the violation(s) found in the "Determination of Issues". In calculating  
21 the amount of the Commissioner's reasonable cost, the Commissioner may use the estimated  
22 average hourly salary for all persons performing audits of real estate brokers, and shall include  
23 an allocation for travel time to and from the auditor's place of work. Respondent shall pay such  
24 cost within sixty (60) days of receiving an invoice therefore from the Commissioner. Payment of  
25 the audit costs should not be made until Respondent receives the invoice. If Respondent fails to  
26 satisfy this condition in a timely manner as provided for herein, Respondent's real estate licenses  
27

shall automatically be suspended until payment is made in full, or until a decision providing otherwise is adopted following a hearing held pursuant to this condition.

5. All licenses and licensing rights of Respondent are indefinitely  
Suspended unless or until Respondent pays the sum of \$2,000.00 for the Commissioner's  
reasonable cost of the investigation which led to this disciplinary action. Said payment shall be  
in the form of a cashier's check made payable to the Department of Real Estate. The investigative  
and enforcement costs 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 Stipulation.

DATED

Richard K. Uno, Counsel  
Department of Real Estate

\* \* \*

I have read the Stipulation and Order in Settlement and Order 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 can signify acceptance and approval of the terms and conditions of this Stipulation and Order by emailing a copy of the signature page, as actually signed by Respondents, to the Department at Richard.Uno@dre.ca.gov. Respondent agrees, acknowledges and understands that by electronically sending to the Department an electronic copy of Respondent's actual signatures as they appear on the Stipulation and Order, that receipt

1 or until a decision providing otherwise is adopted following a hearing held pursuant to this  
2 condition.

3 5. All licenses and licensing rights of Respondent are indefinitely  
4 Suspended unless or until Respondent pays the sum of \$2,000.00 for the Commissioner's  
5 reasonable cost of the investigation which led to this disciplinary action. Said payment shall be  
6 in the form of a cashier's check made payable to the Department of Real Estate. The investigative  
7 and enforcement costs must be delivered to the Department of Real Estate, Flag Section at P.O.  
8 Box 137013, Sacramento, CA 95813-7013, prior to the effective date of this Stipulation.

9  
10 11/9/24  
11 DATED

12 Richard K. Uno  
13 Richard K. Uno, Counsel  
14 Department of Real Estate

15 \* \* \*

16 I have read the Stipulation and Order in Settlement and Order and its terms are  
17 understood by me and are agreeable and acceptable to me. I understand that I am waiving  
18 rights given to me by the California Administrative Procedure Act (including but not limited to  
19 Sections 11506, 11508, 11509, and 11513 of the Government Code), and I willingly,  
20 intelligently, and voluntarily waive those rights, including the right of requiring the  
21 Commissioner to prove the allegations in the Accusation at a hearing at which I would have the  
22 right to cross-examine witnesses against me and to present evidence in defense and mitigation  
23 of the charges. Respondent can signify acceptance and approval of the terms and conditions of  
24 this Stipulation and Order by emailing a copy of the signature page, as actually signed by  
25 Respondents, to the Department at Richard.Uno@dre.ca.gov. Respondent agrees,  
26 acknowledges and understands that by electronically sending to the Department an electronic  
27 copy of Respondent's actual signatures as they appear on the Stipulation and Order, that receipt



1 of the electronic copy by the Department shall be as binding on Respondent as if the  
2 Department had received the original signed Stipulation and Order.

3  
4 1/8/2024  
5 DATED

6 JASON JOSHUA BYRON MOYES,  
Respondent

7 \* \* \*

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

10  
11 1/8/2024  
12 DATED

13 MONICA A. RAST  
14 Attorney for Respondents

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16 The foregoing Stipulation and Agreement In Settlement and Order is hereby  
17 adopted by me as my Decision in this matter as to Respondent JASON JOSHUA BYRON  
18 MOYES, and shall become effective at 12 o'clock noon on MAR 06 2024

19 IT IS SO ORDERED 2/12/24

20  
21 CHIKA SUNQUIST  
22 REAL ESTATE COMMISSIONER

23  
24 By:

25 [REDACTED]  
26 Marcus L. McCarther  
27 Chief Deputy Real Estate Commissioner