

**FILED**

1 DEPARTMENT OF REAL ESTATE  
2 P. O. Box 187007  
3 Sacramento, CA 95818-7007

SEP 19 2013

4 Telephone: (916) 227-0789

**BUREAU OF REAL ESTATE**

By *L. Frost*

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

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In the Matter of the Accusation of	)	NO. H-4317 SD
	)	
<u>CLAREMONT PROPERTIES INC.,</u>	)	<u>STIPULATION AND AGREEMENT</u>
<u>PAUL B. YOUNAN, and</u>	)	
CECILIA REINA,	)	( <u>Only as to Respondents</u>
	)	<u>CLAREMONT PROPERTIES INC. and</u>
	)	<u>PAUL B. YOUNAN</u> )
Respondents.	)	
	)	

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17 It is hereby stipulated by and between Respondents CLAREMONT  
18 PROPERTIES INC. and PAUL B. YOUNAN (collectively referred to herein as "Respondents"),  
19 acting by and through Frank M. Buda, Esq., Counsel for Respondents, and the Complainant,  
20 acting by and through Annette E. Ferrante, Esq., Counsel for the Department of Real Estate  
21 ("Department"), as follows for the purpose of settling and disposing of the Accusation filed on  
22 March 20, 2012, in this matter:

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

1                   2.       Respondents have received, read and understand the Statement to  
2 Respondent, the Discovery Provisions of the APA and the Accusation filed by the Department  
3 in this 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 acknowledges that Respondents understand that by withdrawing said Notice of Defense,  
8 Respondents will thereby waive Respondents' 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 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 is based on the factual allegations contained in the  
14 Accusation. In the interest of expedience and economy, Respondents chooses not to contest  
15 these factual allegations, but to remain silent and understand that, as a result thereof, these  
16 factual statements will serve as a prima facie basis for the "Determination of Issues" and "Order"  
17 set forth below. The Commissioner shall not be required to provide further evidence to prove  
18 such allegations.

19                   5.       This Stipulation and Respondents' 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 the  
24 Stipulation and Agreement as his decision in this matter, thereby imposing the penalty and  
25 sanctions on Respondents' real estate licenses and license rights as set forth in the "Order"  
26 below. In the event that the Commissioner in his discretion does not adopt the Stipulation and

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

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

8 DETERMINATION OF ISSUES

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

12 I.

13 The acts and omissions of Respondent CLAREMONT PROPERTIES INC. as  
14 described in the Accusation are grounds for the suspension or revocation of the licenses and  
15 license rights of Respondent CLAREMONT PROPERTIES INC. under the provisions of Section  
16 10177(g) of the Code.

17 II.

18 The acts and omissions of Respondent PAUL B. YOUNAN as described in the  
19 Accusation are grounds for the suspension or revocation of the licenses and license rights of  
20 Respondent PAUL B. YOUNAN under the provisions of Sections 10177(h) and 10177(g) of the  
21 Code, in conjunction with Section 10159.2 of the Code.

22 ORDER

23 I.

24 All licenses and licensing rights of Respondent CLAREMONT PROPERTIES  
25 INC. under the Real Estate Law are suspended for a period of thirty (30) days from the effective  
26 date of this Order; provided, however, that:

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1                    1. Thirty (30) days of said suspension shall be stayed, upon the condition  
2 that Respondent petitions pursuant to Section 10175.2 of the Code and pays a monetary penalty  
3 pursuant to Section 10175.2 of the Code at a rate of \$50.00 for each day of the suspension for a  
4 total monetary penalty of \$1,500.00.

5                    a. Said payment shall be in the form of a cashier's check or certified  
6 check made payable to the Department of Real Estate. Said check must be delivered to the  
7 Department prior to the effective date of the Decision in this matter.

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

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

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

20                    II.

21                    All licenses and licensing rights of Respondent PAUL B. YOUNAN under the  
22 Real Estate Law are suspended for a period of thirty (30) days from the effective date of this  
23 Order; provided, however, that:

24                    1. Thirty (30) days of said suspension shall be stayed, upon the condition  
25 that Respondent petitions pursuant to Section 10175.2 of the Code and pays a monetary penalty  
26 pursuant to Section 10175.2 of the Code at a rate of \$50.00 for each day of the suspension for a  
27 total monetary penalty of \$1,500.00.

1 a. Said payment shall be in the form of a cashier's check or certified  
2 check made payable to the Department of Real Estate. Said check must be delivered to the  
3 Department prior to the effective date of the Decision in this matter.


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

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

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

16 2. Respondent PAUL B. YOUNAN shall within six (6) months from the  
17 effective date of this Decision, take and pass the Professional Responsibility Examination  
18 administered by the Department including the payment of the appropriate examination fee. If  
19 Respondents fails to satisfy this condition, the Commissioner may order suspension of  
20 Respondent's license until Respondents passes the examination.

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24 02-01-13  
DATED

  
Annette E. Ferrante, Esq.  
Counsel for Department of Real Estate

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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. 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 Department at fax number (916) 227-9458. Respondents agree, acknowledges and understands that by electronically sending to the Department a fax copy of Respondents' actual signatures as they appears on the Stipulation and Agreement, that receipt of the faxed copy by the Department shall be as binding on Respondents as if the Department had received the original signed Stipulation and Agreement.

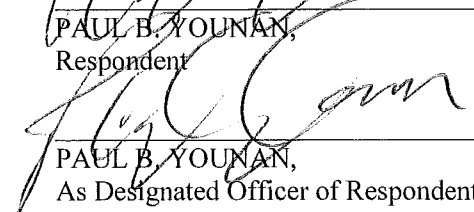
01-30-13

DATED

  
PAUL B. YOUNAN,  
Respondent

01-30-13

DATED


  
PAUL B. YOUNAN,  
As Designated Officer of Respondent  
CLAREMONT PROPERTIES INC.

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*I have reviewed this Stipulation and Agreement and Order as to form and content and have advised my clients accordingly.*

2-1-13

DATED

  
Frank M. Buda, Esq.,  
Attorney for Respondents  
CLAREMONT PROPERTIES INC. and  
PAUL B. YOUNAN

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The foregoing Stipulation and Agreement is hereby adopted by me as my  
Decision in this matter as to Respondents CLAREMONT PROPERTIES INC. and PAUL B.  
YOUNAN, and shall become effective at 12 o'clock noon on  
OCT 10 2013.

IT IS SO ORDERED 3/25/2013

Real Estate Commissioner

  
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WAYNE S. BELL