

FILED

SEP 19 2013

BUREAU OF REAL ESTATE

By *L. Frost*

1 DEPARTMENT OF REAL ESTATE
2 P. O. Box 187007
3 Sacramento, CA 95818-7007
4 Telephone: (916) 227-0789
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8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

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11 In the Matter of the Accusation of) NO. H-4317 SD
12 CLAREMONT PROPERTIES INC,)
13 PAUL B. YOUNAN, and) STIPULATION AND AGREEMENT
14 CECILIA REINA,) (Only as to Respondent CECILIA REINA)
15 Respondents.)

16 It is hereby stipulated by and between Respondent CECILIA REINA,
17 (“Respondent”), acting on her own behalf, and the Complainant, acting by and through Annette
18 E. Ferrante, Esq., Counsel for the Department of Real Estate (“Department”), as follows for the
19 purpose of settling and disposing of the Accusation filed on March 20, 2012, in 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
24 of this 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 in this proceeding.

1 3. Respondent filed a Notice of Defense pursuant to Section 11505 of the
2 Government Code for the purpose of requesting a hearing on the allegations in the Accusation.
3 Respondent hereby freely and voluntarily withdraws said Notice of Defense. Respondent
4 acknowledges that Respondent understands that by withdrawing said Notice of Defense,
5 Respondent will thereby waive Respondent's right to require the Real Estate Commissioner
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 Respondent in connection with the hearing, such as the right to present evidence in
9 defense of the allegations in the Accusation and the right to cross-examine witnesses.

10 4. This Stipulation is based on the factual allegations contained in the
11 Accusation. In the interest of expedience and economy, Respondent chooses not to contest these
12 factual allegations, but to remain silent and understands that, as a result thereof, these factual
13 statements will serve as a prima facie basis for the "Determination of Issues" and "Order" set
14 forth below. The Commissioner shall not be required to provide further evidence to prove such
15 allegations.

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

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

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

5 8. Respondent understands that by agreeing to this Stipulation and
6 Agreement, Respondent agrees to pay, pursuant to Section 10106 of the Code, the costs of the
7 investigation and enforcement of this case which resulted in the determination that Respondent
8 committed the violation(s) found in the Determination of Issues. The amount of such cost is
9 \$2,000.00.

10 DETERMINATION OF ISSUES

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

14 I.

15 The acts and omissions of Respondent CECILIA REINA (“Respondent”) as
16 described in the Accusation are grounds for the suspension or revocation of the
17 licenses and license rights of Respondent under the provisions of Sections 10177(d) and
18 10177(g) of the Code, in conjunction with Section 10137 of the Code.

19 ORDER

20 1. All licenses and licensing rights of Respondent CECILIA REINA
21 (“Respondent”) under the Real Estate Law are hereby revoked; provided, however, a restricted
22 real estate salesperson license shall be issued to Respondent pursuant to Section 10156.5 of the
23 Business and Professions Code if Respondent makes application therefor and pays to the
24 Department of Real Estate the appropriate fee for said license within ninety (90) days from the
25 effective date of this Decision. The restricted license issued to Respondent shall be subject to all
26 of the provisions of Section 10156.7 of the Business and Professions Code and to the following
27 limitations, conditions and restrictions imposed under authority of Section 10156.6 of that Code:

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a. The restricted license issued to Respondent may be suspended prior to hearing by Order of the Real Estate Commissioner in the event of Respondent's conviction or plea of nolo contendere to a crime which is substantially related to Respondent's fitness or capacity as a real estate licensee.

b. The restricted license may be suspended prior to hearing by Order of the Real Estate Commissioner on evidence satisfactory to the Commissioner that Respondent has violated provisions of the California Real Estate Law, the Subdivided Lands Law, Regulations of the Real Estate Commissioner or conditions attaching to said restricted license.

2. Respondent shall not be eligible for the issuance of an unrestricted real estate license nor for the removal of any of the conditions, limitations or restrictions of the restricted license until at least two (2) years have elapsed from the effective date of this Decision.

3. Respondent shall submit with any application for license under an employing broker, or any application for transfer to a new employing broker, a statement signed by the prospective employing real estate broker on a form approved by the Department of Real Estate which shall certify:

a. That the employing broker has read the Decision of the Commissioner which granted the right to a restricted license; and

b. That the employing broker will exercise close supervision over the performance by the restricted licensee relating to activities for which a real estate license is required.

4. Respondent shall, within nine (9) months from the effective date of this Decision, present evidence satisfactory to the Real Estate Commissioner that Respondent has, since the most recent issuance of an original or renewal real estate license, taken and successfully completed the continuing education requirements of Article 2.5 of Chapter 3 of the Real Estate

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1 Law for renewal of a real estate license. If Respondent fails to satisfy this condition, the
2 Commissioner may order the suspension of the restricted license until the Respondent presents
3 such evidence. The Commissioner shall afford Respondent the opportunity for a hearing
4 pursuant to the APA to present such evidence.

5 5. Respondent shall within six (6) months from the effective date of this
6 Decision, take and pass the Professional Responsibility Examination administered by the
7 Department including the payment of the appropriate examination fee. If Respondent fails to
8 satisfy this condition, the Commissioner may order suspension of Respondent's license until
9 Respondent passes the examination.

10 6. All licenses and licensing rights of Respondent are indefinitely suspended
11 unless or until Respondent pays the sum of \$2,000.00 for the Commissioner's reasonable cost of
12 the investigation and enforcement which led to this disciplinary action. Said payment shall be in
13 the form of a cashier's check or certified check made payable to the Bureau of Real Estate.

14 7. All licenses and licensing rights of Respondent are indefinitely suspended
15 unless or until Respondent provides proof satisfactory to the Commissioner, of having made
16 payment to Sergio Saucedo in the amount of \$2,000.00, or as otherwise mutually agreed
17 between Respondent and Sergio Saucedo.

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

01/31/13
DATED


CECILIA REINA,
Respondent

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The foregoing Stipulation and Agreement is hereby adopted by me as my
Decision in this matter as to Respondent CECILIA REINA, and shall become effective at 12
o'clock noon on OCT 10 2013.

IT IS SO ORDERED 4/19/2013.

Real Estate Commissioner



WAYNE S. BELL