

FILED

JUN 05 2013

DEPARTMENT OF REAL ESTATE

By S. Jones

1 DEPARTMENT OF REAL ESTATE

2 P. O. Box 187007

3 Sacramento, CA 95818-7007

4 Telephone: (916) 227-2380

8 BEFORE THE DEPARTMENT OF REAL ESTATE

9 STATE OF CALIFORNIA

10 \* \* \*

11 In the Matter of the Accusation of )

DRE No. H-4382 SD

12 )  
13 PROPERTY MANAGEMENT )  
CONSULTANTS, INC., )

STIPULATION AND AGREEMENT  
IN SETTLEMENT AND ORDER

14 )  
15 Respondent. )

16 It is hereby stipulated by and between PROPERTY MANAGEMENT  
17 CONSULTANTS, INC. (PMC), and their counsel JEFFREY L. BROWN, and the Complainant,  
18 acting by and through Richard K. Uno, Counsel for the Department of Real Estate; as follows  
19 for the purpose of settling and disposing of the Accusation filed on July 18, 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 hearing  
22 was to be held in accordance with the provisions of the Administrative Procedure Act ("APA"),  
23 shall instead and in place thereof be submitted solely on the basis of the provisions of this  
24 Stipulation and Agreement In Settlement and Order.

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

1                   3. On or about July 31, 2012, Respondent filed a Notice of Defense pursuant to  
2 Section 11505 of the Government Code for the purpose of requesting a hearing on the allegations  
3 in the Accusation. Respondent hereby freely and voluntarily withdraws said Notice of Defense.  
4 Respondent acknowledges that it understands that by withdrawing said Notice of Defense it will  
5 thereby waive it's right to require the Commissioner to prove the allegations in the Accusation at  
6 a contested hearing held in accordance with the provisions of the APA and that they will waive  
7 other rights afforded to it in connection with the hearing such as the right to present evidence in  
8 defense of the allegations in the Accusation and the right to cross-examine witnesses.

9                   4. Respondent, pursuant to the limitations set forth below, hereby admits that the  
10 factual allegations or findings of fact as set forth in the Accusation filed in this proceeding are  
11 true and correct and the Real Estate Commissioner shall not be required to provide further  
12 evidence of such allegations.

13                   5. It is understood by the parties that the Real Estate Commissioner may adopt  
14 the Stipulation and Agreement In Settlement and Order as his Decision in this matter, thereby  
15 imposing the penalty and sanctions on Respondent's real estate licenses and license rights as set  
16 forth in the below "Order". In the event that the Commissioner in his discretion does not adopt  
17 the Stipulation and Agreement In Settlement and Order, it shall be void and of no effect, and  
18 Respondents shall retain the rights to a hearing and proceeding on the Accusation under all the  
19 provisions of the APA and shall not be bound by any admission or waiver made herein.

20                   6. The Order or any subsequent Order of the Real Estate Commissioner made  
21 pursuant to this Stipulation and Agreement In Settlement and Order shall not constitute an  
22 estoppel, merger or bar to any further administrative or civil proceedings by the Department of  
23 Real Estate with respect to any matters which were not specifically alleged to be causes for  
24 accusation in this proceeding.

25                   7. Respondent understands that by agreeing to this Stipulation and Agreement  
26 In Settlement and Order, Respondent agrees to pay, pursuant to Section 10148 of the Business  
27 and Professions Code (Code), the cost of the audit which led to this disciplinary action. The

1 amount of said cost is \$6,817.08.

2 8. Respondent has received, read and understands the "Notice Concerning  
3 Costs of Subsequent Audits". Respondent understands that by agreeing to this Stipulation and  
4 Agreement in Settlement and Order, the findings set forth below in the DETERMINATION OF  
5 ISSUES become final, and that the Commissioner may charge Respondent for the cost of any  
6 audit conducted pursuant to Section 10148 of the Code to determine if the violations have been  
7 corrected. The maximum costs of said audit will not exceed \$6,817.08.

8 9. Respondent understands that by agreeing to this Stipulation and Agreement,  
9 Respondent agrees to pay, pursuant to Section 10106 of the Code, the cost of the investigation  
10 and enforcement which resulted in the determination that Respondent committed the violations  
11 found in the Determination of Issues. The amount of said costs is \$712.00.

12 DETERMINATION OF ISSUES

13 By reason of the foregoing stipulations, admissions and waivers, and solely for  
14 the purpose of settlement of the pending Accusation without a hearing, it is stipulated and  
15 agreed that the acts and/or omissions of Respondent, as described in the Accusation, constitute  
16 grounds for the suspension or revocation of the licenses and license rights of PROPERTY  
17 MANAGEMENT CONSULTANTS, INC. under the provisions of Sections 2715, 2752, 2831,  
18 2831.1, 2831.2, 2832, 2834 and 2835 of Title 10 of the California Code of Regulations  
19 (Regulations) and Sections 10145, 10161.8, 10176(e), 10177(d) and 10177(g) of the Code.

20 ORDER

21 A. PROPERTY MANAGEMENT CONSULTANTS, INC.

22 1. The corporate real estate broker license and license rights of Respondent,  
23 under the Real Estate Law are suspended for a period of sixty (60) days from the effective date  
24 of this Order; provided, however, that if Respondent petitions, thirty (30) days of said  
25 suspension shall be stayed upon condition that:  
26  
27

1                    a. Respondent pays a monetary penalty pursuant to Section 10175.2 of the Code  
2 at the rate of \$50.00 per day for thirty (30) days of the suspension for a total monetary penalty of  
3 \$1,500.00.

4                    b. Said payment shall be in the form of a cashier's check or certified check made  
5 payable to the Consumer Recovery Account of the Real Estate Fund. Said check must be  
6 received by the Department prior to the effective date of the Decision in this matter.

7                    c. No further cause for disciplinary action against the real estate license of  
8 Respondent occurs within one year from the effective date of the Decision in this matter.

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

14                    e. If Respondent pays the monetary penalty, and if no further cause for  
15 disciplinary action against the real estate license of SBCC occurs within one (1) year from the  
16 effective date of the Decision, the stay hereby granted shall become permanent.

17                    2. The remaining thirty (30) days of said suspension shall be stayed for one (1)  
18 year upon the following terms and conditions:

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

21                    b. That no final subsequent determination be made, after hearing or upon  
22 stipulation, that cause for disciplinary action occurred within one (1) year from the effective  
23 date of this Order. Should such a determination be made, the Commissioner may, in his  
24 discretion, vacate and set aside the stay order and reimpose all or a portion of the stayed  
25 suspension.

1                    3. All licenses and licensing rights of Respondent are indefinitely suspended  
2 unless or until Respondent pays for the cost of prosecution and investigation of the Accusation,  
3 which is \$712.00.

4                    4. Pursuant to Section 10148 of the Code, Respondent, shall pay for the cost of  
5 audit in the amount of \$6,817.08 for the Commissioner's reasonable cost for: a) the audit which  
6 led to this disciplinary action and, b) a subsequent audit, which shall be equal to or less than  
7 \$6,817.08 to determine if Respondent has corrected the trust fund violations found in the  
8 Determination of Issues. In calculating the amount of the Commissioner's reasonable cost, the  
9 Commissioner may use the estimated average hourly salary for all persons performing audits of  
10 real estate brokers, and shall include an allocation for travel costs, including mileage, time to  
11 and from the auditor's place of work and per diem. Respondent shall pay such cost within sixty  
12 (60) days of receiving an invoice from the Commissioner detailing the activities performed  
13 during the audit and the amount of time spent performing those activities. The Commissioner  
14 may, in his discretion, vacate and set aside the stay order, if payment is not timely made as  
15 provided for herein, or as provided for in a subsequent agreement between the Respondents and  
16 the Commissioner. The vacation and the set aside of the stay shall remain in effect until  
17 payment is made in full, or until Respondent enters into an agreement satisfactory to the  
18 Commissioner to provide for payment. Should no order vacating the stay be issued, either in  
19 accordance with this condition, the stay imposed herein shall become permanent.

20  
21 1/14/13

22 DATED

Richard K. Uno

23 RICHARD K. UNO, Counsel  
24 DEPARTMENT OF REAL ESTATE

25 \* \* \*

26 I have read the Stipulation and Agreement in Settlement and Order and its terms  
27 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

1 to Sections 11506, 11508, 11509 and 11513 of the Government Code), 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  
 5 of the charges.

9 1-4-13  
 10 DATED

RL Grant  
 PROPERTY MANAGEMENT  
 CONSULTANTS, INC., Respondent  
 By the Designated Officer,  
RL Grant

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

17 1-11-2013  
 18 DATED

Jeffrey L. Brown  
 JEFFREY L. BROWN  
 BROWN & FARMER

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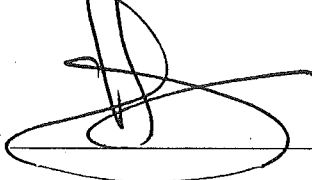
21 The foregoing Stipulation and Agreement In Settlement and Order is hereby

*RL Grant*

1 adopted by the Real Estate Commissioner as his Decision and Order and shall become effective  
2 at 12 o'clock noon on JUN 25 2013.

3 IT IS SO ORDERED May 29 2013

4  
5 Real Estate Commissioner

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9 By: Jeffrey Mason  
10 Chief Deputy Commissioner

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