

Department of Real Estate
320 West 4th Street, Ste. 350
Los Angeles, California 90013-1105
Telephone: (213) 576-6982

FILED

MAY 15 2020

DEPT. OF REAL ESTATE

By *Zni Zni*

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

*** * ***

In the Matter of the Accusation of

No. H-05070 SD

TRIUMPH CAPITAL PARTNERS INC.

STIPULATION

and

AND
AGREEMENT

GEORGE OCTAVIO FLINT

Respondents.

It is hereby stipulated by and between Respondent **GEORGE OCTAVIO FLINT** ("FLINT"), represented by Mary E. Work, Esq. and the Complainant, acting by and through Julie L. To, Counsel for the Department of Real Estate ("Department" or "DRE"), as follows for the purpose of settling and disposing of the Accusation ("Accusation") filed on June 21, 2019, in Case No. H-05070 SD in this matter.

1. All issues which were to be contested and all evidence which was to be presented by Complainant and Respondent at a formal hearing on the Accusation, which hearing

DRE Stipulation & Agreement – **GEORGE OCTAVIO FLINT**, H-05070 SD

1 was to be held in accordance with the provisions of the Administrative Procedure Act ("APA"),
2 shall instead and in place thereof be submitted solely on the basis of the provisions of this
3 Stipulation and Agreement ("Stipulation").

4 2. Respondent has received, read and understands the Statement to Respondent,
5 the Discovery Provisions of the APA and the Accusation filed by the Department of Real Estate
6 ("Department") in this proceeding.

7 3. On July 15, 2019, Respondent timely filed a Notice of Defense pursuant to
8 Section 11506 of the Government Code for the purpose of requesting a hearing on the allegations
9 in the Accusation. Respondent hereby freely and voluntarily withdraws said Notice of Defense.
10 Respondent acknowledges that he understands that by withdrawing said Notice of Defense he
11 thereby waives his right to require the Commissioner to prove the allegations in the Accusation at
12 a contested hearing held in accordance with the provisions of the APA and that he will waive
13 other rights afforded to him in connection with the hearing such as the right to present evidence
14 in his defense and the right to cross-examine witnesses.

15 4. This Stipulation is based on the factual allegations contained in the Accusation.
16 In the interest of expedience and economy, Respondent chooses not to contest these allegations,
17 but to remain silent, and understands that, as a result thereof, these factual allegations, without
18 being admitted or denied, will serve as a prima facie basis for the disciplinary action stipulated to
19 herein. The Real Estate Commissioner shall not be required to provide further evidence to prove
20 said factual allegations.

21 5. This Stipulation is made for the purpose of reaching an agreed disposition of
22 this proceeding and is expressly limited to this proceeding and any other proceeding or case in
23 which the Department or another licensing agency of this state, another state, or if the federal
24 government is involved, and otherwise shall not be admissible in any other criminal or civil
25 proceeding.

1 6. It is understood by the parties that the Real Estate Commissioner may adopt
2 this Stipulation as the Commissioner's Decision in this matter, thereby imposing the penalty and
3 sanctions on Respondent's real estate license and license rights as set forth in below "Order." In
4 the event that the Commissioner in his discretion does not adopt the Stipulation and Agreement,
5 the Stipulation shall be void and of no effect and Respondent shall retain the right to a hearing
6 and proceeding on the Accusation under the provisions of the APA and shall not be bound by any
7 admission or waiver made herein.

8 7. The Order or any subsequent Order(s) of the Real Estate Commissioner made
9 pursuant to this Stipulation shall not constitute an estoppel, merger or bar to any further
10 administrative or civil proceedings by the Department of Real Estate with respect to any matters
11 which were not specifically alleged to be causes for Accusation in this proceeding, but do
12 constitute a bar, estoppel and merger as to any allegations actually contained in the Accusation
13 against Respondent herein, or as a basis for any further actions against Respondent's license or
14 mortgage loan endorsements or applications for said endorsements. Further, this filed Stipulation
15 shall not be a basis for any further actions against Respondent's license or mortgage loan
16 endorsements or applications for said endorsements.

17 8. Respondent understands that by agreeing to this Stipulation, Respondent agrees
18 to pay, pursuant to Code Section 10106, the Commissioner's cost of the investigation and
19 enforcement which resulted in the determination that Respondent committed the violations found
20 in the Determination of Issues. The amount of said investigation and enforcement costs is
21 \$1,580.55; therefore, Respondent agrees to pay, pursuant to Code Section 10106, the amount
22 \$1,580.55.

23 ///

24 ///

25 ///

1 DETERMINATION OF ISSUES

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

5 The conduct, acts or omissions of Respondent GEORGE OCTAVIO FLINT, as
6 described in Paragraph 4, herein above, are in violation of Code Section 10159.2 and Regulation
7 2725, and are bases for the suspension or revocation of the license and license rights of
8 Respondent GEORGE OCTAVIO FLINT as a violation of the Real Estate Law pursuant to Code
9 Section 10177(h).

10 ORDER

11 WHEREFORE, THE FOLLOWING ORDER is hereby made:

12 I.

13 All licenses and licensing rights of Respondent GEORGE OCTAVIO FLINT
14 under the Real Estate Law are suspended for a period of forty-five (45) days from the effective
15 date of this Decision and Order, provided, however, that:

16 1. Fifteen (15) days of said suspension shall be stayed for two (2) years upon the
17 condition that Respondent petition pursuant to Section 10175.2 and pays a monetary penalty
18 pursuant to Section 10175.2 of the Code at a rate of twenty-five (\$100.00) for each day of the
19 suspension for a total monetary penalty of \$1,500.00, and the remaining thirty (30) days of said
20 suspension shall be stayed for two (2) years, subject to the following:

21 a) Said payment of monetary penalty shall be in the form of cashier's
22 checks made payable to the Department of Real Estate and delivered to:
23 Department of Real Estate, Flag Section, P.O. Box 137013, Sacramento,
24 CA 95813-7013, prior to the effective date of this Decision and Order.

25 b) No further cause for disciplinary action against the Real Estate license
26

1 of Respondent occurs within two (2) years from the effective date of this
2 Decision and Order.

3 c) If Respondent fails to pay the monetary penalty in accordance with the
4 terms and conditions of this Decision and Order, the respective suspension
5 as described in Paragraph 1. of this Order shall go into effect
6 automatically. Respondent shall not be entitled to any repayment nor
7 credit, prorated or otherwise, for money paid to the Department under the
8 terms of this Decision and Order.

9 d) If Respondent pays the monetary penalty and any other moneys due
10 under this Stipulation and Agreement and if no further cause for
11 disciplinary action against the Real Estate licenses of Respondent occurs
12 within two (2) years from the effective date of this Decision and Order, the
13 entire stay thereby granted pursuant to this Decision and Order shall
14 become permanent.

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

17 3) That no final subsequent determination be made, after hearing or upon
18 stipulation, that cause of disciplinary action occurred within two (2) years from the effective date
19 of this Decision and Order. Should such a determination be made, the Commissioner may, in his
20 discretion, vacate and set aside the stay order and reimpose all or a portion of the stayed
21 suspension. Should no such determination be made, the stay imposed herein shall become
22 permanent.


23 ///

24 ///

25 ///

1 4) All licenses and licensing rights of Respondent GEORGE OCTAVIO FLINT is
2 indefinitely suspended unless or until Respondent pays the sum of \$1,580.55 for the
3 Commissioner's reasonable cost of the investigation and enforcement which led to this
4 disciplinary action. Said payment of investigation and enforcement costs shall be in the form of
5 a cashier's check made payable to and delivered to: Department of Real Estate, Flag Section at
6 P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective date of this Decision and
7 Order.

8
9 DATED: 7-17-2020


Julie L. To, Counsel for
Department of Real Estate

11 * * *

12 EXECUTION OF THE STIPULATION


13 I have read the Stipulation and Agreement. Its terms are understood by me and
14 are agreeable and acceptable to me. I understand that I am waiving rights given to me by the
15 California Administrative Procedure Act (including but not limited to Sections 11506, 11508,
16 11509 and 11513 of the Government Code), and I willingly, intelligently and voluntarily waive
17 those rights, including the right of requiring the Commissioner to prove the allegations in the
18 Accusation at a hearing at which I would have the right to cross-examine witnesses against me
19 and to present evidence in defense and mitigation of the charges.

20 MAILING AND FACSIMILE

21 Respondent can signify acceptance and approval of the terms and conditions of
22 this Stipulation and Agreement by sending a hard copy of the original signed signature page of
23 the Stipulation herein to: Julie L. To, Legal Section, Department of Real Estate, 320 W. Fourth
24 St., Suite 350, Los Angeles, California 90013-1105. In the event of time constraints before an
25 administrative hearing, Respondent can signify acceptance and approval of the terms and
26

1 conditions of this Stipulation and Agreement by e-mailing a scanned copy of the signature page,
2 as actually signed by Respondent and his counsel, to the Department counsel assigned to this
3 case. Respondent agrees, acknowledges, and understands that by electronically sending to the
4 Department a scan of Respondent's actual signature as it appears on the Stipulation and
5 Agreement, that receipt of the scan by the Department shall be binding on Respondent as if the
6 Department had received the original signed Stipulation and Agreement.

7
8
9 DATED: 03.13.20



GEORGE OCTAVIO FLINT, Respondent

10
11 * * *

12 *I have reviewed the Stipulation and Agreement as to form and content and have*
13 *advised my clients accordingly.*

14 DATED: 3/15/2020



Mary E. Work, Attorney for Respondent

15
16 * * *

17 The foregoing Stipulation and Agreement is hereby adopted as my Decision as to
18 Respondent GEORGE OCTAVIO FLINT and shall become effective at 12 o'clock noon on
19 _____, 2020.

20 IT IS SO ORDERED _____, 2020.

21 SANDRA KNAU
22 ACTING REAL ESTATE COMMISSIONER
23
24
25
26
27 _____


1 conditions of this Stipulation and Agreement by e-mailing a scanned copy of the signature page,
2 as actually signed by Respondent and his counsel, to the Department counsel assigned to this
3 case. Respondent agrees, acknowledges, and understands that by electronically sending to the
4 Department a scan of Respondent's actual signature as it appears on the Stipulation and
5 Agreement, that receipt of the scan by the Department shall be binding on Respondent as if the
6 Department had received the original signed Stipulation and Agreement.

7
8
9 DATED: 03.13.20


10 GEORGE OCTAVIO FLINT, Respondent

11 * * *
12 *I have reviewed the Stipulation and Agreement as to form and content and have*
13 *advised my clients accordingly.*

14 DATED: 3/13/2020


15 Mary E. Work, Attorney for Respondent

16 * * *
17 The foregoing Stipulation and Agreement is hereby adopted as my Decision as to
18 Respondent GEORGE OCTAVIO FLINT and shall become effective at 12 o'clock noon on
19 JUN 15 2020, 2020.

20 IT IS SO ORDERED May 8, 2020.

21 DOUGLAS R. MCCAULEY
22 REAL ESTATE COMMISSIONER

23
24
25 
26
27

FILED

MAY 15 2020

DEPT. OF REAL ESTATE

By 

BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of:) DRE No. H-05070 SD
TRIUMPH CAPITAL PARTNERS INC.,)
Respondent.)

ORDER ACCEPTING VOLUNTARY SURRENDER OF REAL ESTATE LICENSE

On June 21, 2019, an Accusation was filed in this matter against Respondent
TRIUMPH CAPITAL PARTNERS INC. ("Respondent").

On March 13, 2020, Respondent TRIUMPH CAPITAL PARTNERS INC.
petitioned the Commissioner to voluntarily surrender its real estate broker license pursuant to
Section 10100.2 of the Business and Professions Code.

///

///

///

///

///

///

///

///

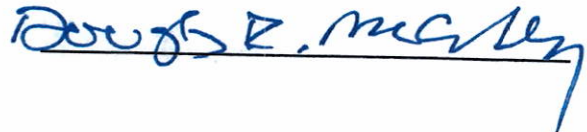
1 IT IS HEREBY ORDERED that Respondent TRIUMPH CAPITAL PARTNERS
2 INC. 's petition for voluntary surrender of its real estate broker license is accepted as of the
3 effective date of this Order as set forth below, based upon the understanding and agreement
4 expressed in Respondent's Declaration dated March 13, 2020, (attached as Exhibit "A" hereto).
5 Respondent's license certificate and pocket card shall be sent to the below-listed address so that
6 they reach the Department of Real Estate on or before the effective date of this Order.

7 DEPARTMENT OF REAL ESTATE
8 Attention: Licensing Flag Section
9 P. O. Box 137013
Sacramento, CA 95813-7013

10 This Order shall become effective at 12 o'clock noon on JUN 15 2020.

11 DATED: MAY 07 2020

12
13 DOUGLAS R. McCAULEY
14 REAL ESTATE COMMISSIONER

15 
16
17
18
19
20
21
22
23
24
25
26
27

1
2
3
4
5
6
7
8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of)

No. H-05070 SD

12 TRIUMPH CAPITAL PARTNERS INC.,)

13 Respondent.)
14)

15 DECLARATION

16 My name is Oliver Austria. I am the Chief Executive Officer of TRIUMPH
17 CAPITAL PARTNERS INC. (DRE license ID 01990950), which is a licensed as a real estate
18 broker (corporation) and/or has license rights. I am authorized and empowered to sign this
19 declaration on behalf of TRIUMPH CAPITAL PARTNERS INC.. I am acting on behalf of
20 TRIUMPH CAPITAL PARTNERS INC. in this matter.

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

1 In lieu of proceeding in this matter in accordance with the provisions of the
2 Administrative Procedure Act (Sections 11400 et seq., of the Government Code), TRIUMPH
3 CAPITAL PARTNERS INC. wishes to voluntarily surrender its real estate license(s) issued by
4 the Department of Real Estate ("Department"), pursuant to Business and Professions Code Section
5 10100.2.

6 I understand that TRIUMPH CAPITAL PARTNERS INC., by so voluntarily
7 surrendering its license(s), may be relicensed as a broker or a salesperson, or issued a new
8 mortgage loan originator endorsement, only by petitioning for reinstatement pursuant to Section
9 11522 of the Government Code. I also understand that by so voluntarily surrendering its
10 license(s), TRIUMPH CAPITAL PARTNERS INC. agrees to the following:

11 1. The filing of this Declaration shall be deemed as its petition for voluntary
12 surrender.

13 2. It shall also be deemed to be an understanding and agreement by me that
14 TRIUMPH CAPITAL PARTNERS INC. waives all rights it has to require the Commissioner to
15 prove the allegations contained in the Accusation filed in this matter at a hearing held in accordance
16 with the provisions of the Administrative Procedure Act (Government Code Sections 11400 et
17 seq.), and that it also waives other rights afforded to it in connection with the hearing such as the
18 right to discovery, the right to present evidence in defense of the allegations in the Accusation and
19 the right to cross-examine witnesses.

20 3. I further agree, on behalf of TRIUMPH CAPITAL PARTNERS INC., that
21 upon acceptance by the Commissioner, as evidenced by an appropriate order, all affidavits and all
22 relevant evidence obtained by the Department in this matter prior to the Commissioner's
23 acceptance, and all allegations contained in the Accusation filed in the Department Case No.
24 H-05070 SD, may be considered by the Department to be true and correct for the purpose of
25 deciding whether to grant relicensure or reinstatement pursuant to Government Code Section
26 11522.

27 ///

1 4. I freely and voluntarily surrender all of TRIUMPH CAPITAL PARTNER
2 INC.'s licenses and license rights under the Real Estate Law.

3 I declare under penalty of perjury under the laws of the State of California that the
4 above is true and correct and that this declaration was executed MARCH 13, 2020, at
5 SOLANA BEACH, California.

6
7
8 
9 TRIUMPH CAPITAL PARTNER INC.
By: Oliver Austria, CEO
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27