

FILED

MAY 21 2021

DEPT. OF REAL ESTATE

By 

1 Department of Real Estate
2 320 West 4th Street, Suite 350
3 Los Angeles, California 90013

4 Telephone: (213) 576-6982

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

10 * * *

11	In the Matter of the Accusation of)	No. H-05183 SD
12)	
13	ALLIANCE COMMUNITIES, INC.; and)	
14	<u>BRADLEY DALE MISHLER</u> , individually)	STIPULATION AND AGREEMENT
15	and as designated officer of Alliance)	
	Communities, Inc.,)	
)	
	Respondents.)	

16 It is hereby stipulated by and between Respondent BRADLEY DALE MISHLER
17 ("MISHLER") (license no. 00700978), represented by Ginger L. Gonzales-Sotelo, Esq., and the
18 Complainant, acting by and through Diane Lee, Esq., Counsel for the Department of Real Estate,
19 as follows for the purpose of settling and disposing of the Accusation filed on or about
20 November 19, 2020 in this matter:

21 I. 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 hearing
23 was to be held in accordance with the provisions of the Administrative Procedure Act ("APA"),
24 shall instead and in place thereof be submitted solely on the basis of the provisions of this
25 Stipulation and Agreement.

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

4 3. On or about December 2, 2020, Respondent MISHLER filed a Notice of
5 Defense pursuant to California Government Code section 11506 for the purpose of requesting a
6 hearing on the allegations in the Accusation. Respondent MISHLER hereby freely and
7 voluntarily withdraws said Notice of Defense. Respondent MISHLER acknowledges that he
8 understands that by withdrawing said Notice of Defense, Respondent MISHLER will thereby
9 waive his right to require the Commissioner to prove the allegations in the Accusation at a
10 contested hearing held in accordance with the provisions of the APA and that he will waive other
11 rights afforded to him 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 Accusation
14 filed in this proceeding. The Real Estate Commissioner shall not be required to provide further
15 evidence to prove such factual allegations.

16 5. This Stipulation is made for the purpose of reaching an agreed disposition of
17 this proceeding and is expressly limited to this proceeding and any other proceeding or case in
18 which the Department of Real Estate, or another licensing agency of this state or another state, or
19 if the federal government is involved, and otherwise shall not be admissible in any other criminal
20 or civil proceedings.

21 6. It is understood by the parties that the Real Estate Commissioner may adopt
22 the Stipulation and Agreement as his Decision in this matter, thereby imposing the penalty and
23 sanctions on Respondent MISHLER's real estate licenses and license rights as set forth in the
24 below "Order." In the event that the Commissioner in his discretion does not adopt the
25 Stipulation and Agreement, it shall be void and of no effect, and Respondent MISHLER shall

1 retain the right to a hearing and proceeding on the Accusation under all the provisions of the
2 APA and shall not be bound by any admission or waiver made herein.

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

7 8. Respondent MISHLER understands that by agreeing to this Stipulation and
8 Agreement, Respondent MISHLER agrees to pay, pursuant to California Business and
9 Professions Code section 10106, half the cost of the investigation and enforcement. The amount
10 of total investigation and enforcement cost is \$2,451.10, so half this cost is \$1,225.55.

11 9. Respondent MISHLER understands that by agreeing to this Stipulation and
12 Agreement, Respondent MISHLER agrees to pay, pursuant to California Business and
13 Professions Code section 10148, the cost of the audits which led to this disciplinary action with
14 joint and several liability with Respondent Alliance Communities, Inc. The amount of said cost
15 for the original audits (SD180039) is \$8,500.68.

16
17 DETERMINATION OF ISSUES

18 By reason of the foregoing stipulations, admissions, and waivers, it is stipulated
19 and agreed that the following determination of issues shall be made:

20 The conduct, acts, and/or omissions of Respondent MISHLER, as set forth in the
21 Accusation, violated California Business and Professions Code sections 10145, 10159.2 and
22 California Code of Regulations, title 10, chapter 6, sections 2725, 2731, 2832, 2834, and 10130,
23 and are grounds for the suspension or revocation of all of the real estate licenses and license
24 rights of Respondent MISHLER under the provisions of California Business and Professions
25 Code sections 10177(d) and 10177(h).

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ORDER

WHEREFORE, THE FOLLOWING ORDER is hereby made:

(RESTRICTED BROKER LICENSE)

I.

All licenses and licensing rights of Respondent MISHLER, under the Real Estate Law are revoked; provided, however, a restricted real estate broker license shall be issued to Respondent MISHLER pursuant to California Business and Professions Code section 10156.5 if Respondent MISHLER makes application therefor and pays to the Department of Real Estate the appropriate fee for the restricted license within ninety (90) days from the effective date of this Decision. The restricted license issued to Respondent MISHLER shall be subject to all of the provisions of California Business and Professions Code section 10156.7 and to the following limitations, conditions, and restrictions imposed under authority of the California Business and Professions Code:

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

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

3. Respondent MISHLER shall not be eligible to apply for the issuance of an unrestricted real estate license nor for the removal of any of the conditions, limitations, or

1 restrictions of a restricted license until two (2) years have elapsed from the date of issuance of
2 the restricted license to Respondent MISHLER.

3 4. Respondent MISHLER shall notify the Commissioner in writing within 72
4 hours of any arrest by sending a certified letter to the Commissioner at the Department of Real
5 Estate, P.O. Box 137013, Sacramento, CA 95813-7013. The letter shall set forth the date of
6 Respondent MISHLER's arrest, the crime for which Respondent MISHLER was arrested, and
7 the name and address of the arresting law enforcement agency. Respondent MISHLER's failure
8 to timely file written notice shall constitute an independent violation of the terms of the
9 restricted license and shall be grounds for the suspension or revocation of that license.

10
11 (INVESTIGATION AND ENFORCEMENT COSTS)

12 II.

13 All licenses and licensing rights of Respondent MISHLER is indefinitely
14 suspended unless or until Respondent MISHLER pays the sum of \$1,225.55, which is half of
15 \$2,451.10, for the Commissioner's reasonable cost of the investigation and enforcement which
16 led to this disciplinary action. Said payment shall be in the form of a cashier's check made
17 payable to the Department of Real Estate. The investigative and enforcement costs must be
18 delivered to the Department of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA
19 95813-7013, prior to the effective date of this Decision and Order. If Respondent MISHLER fail
20 to satisfy this condition, the Commissioner shall order suspension of Respondent MISHLER's
21 license and license rights until Respondent MISHLER pays restitution and provides proof
22 thereof.

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(AUDIT COSTS)

III.

Pursuant to California Business and Professions Code section 10148, Respondent MISHLER shall pay \$8,500.68 for the Commissioner's cost of the audit which led to this disciplinary action with joint and several liability with Respondent Alliance Communities, Inc. Respondent MISHLER shall pay this \$8,500.68 within sixty (60) days of receiving an invoice therefore from the Commissioner. Payment of audit costs should not be made until Respondent MISHLER receives the invoice. If Respondent MISHLER fails to satisfy this condition in a timely manner as provided for herein, the real estate license of Respondent MISHLER 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.


(TRUST FUND COURSE)

IV.

Respondent MISHLER shall, within thirty (30) days from the effective date of this Decision, successfully take and complete trust fund management course, and file proof of completion of such course with the Department of Real Estate. If Respondent MISHLER fails to satisfy this condition, Respondent MISHLER's real estate license shall automatically be suspended until Respondent MISHLER provides such proof of completion. Proof of completion of the trust fund accounting and handling course must be delivered to the Department of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013 or by fax at (916) 263-8758.

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1 DATED: 03/24/2021


2 DIANE LEE
3 Counsel for Complainant

* * *

4 I, Respondent MISHLER, have read the Stipulation and Agreement, and its terms
5 are understood by me and are agreeable and acceptable to me. I understand that I am waiving
6 rights given to me by the California Administrative Procedure Act (including but not limited to
7 California Government Code sections 11506, 11508, 11509, and 11513), and I willingly,
8 intelligently, and voluntarily waive those rights, including the right of requiring the
9 Commissioner to prove the allegations in the Accusation at a hearing at which I would have the
10 right to cross-examine witnesses against me and to present evidence in defense and mitigation of
11 the charges.

12 Respondent MISHLER shall mail the original signed signature page of this
13 Stipulation herein to Department of Real Estate, 320 W. 4th St., Suite 350, Los Angeles,
14 California 90013-1105, Attention: Diane Lee (Legal Section).

15 Respondent MISHLER's signature below constitutes acceptance and approval of
16 the terms and conditions of this Stipulation and Agreement. Respondent MISHLER agrees,
17 acknowledges, and understands that by signing this Stipulation and Agreement, Respondent
18 MISHLER is bound by its terms as of the date of such signature and that this agreement is not
19 subject to rescission or amendment at a later date except by a separate Decision and Order of the
20 Real Estate Commissioner.

21 In the event of time constraints before an administrative hearing, Respondent
22 MISHLER can signify acceptance and approval of the terms and conditions of this Stipulation
23 and Agreement by emailing a scanned copy of the signature page, as actually signed by
24 Respondent MISHLER, to the Department counsel assigned to this case. Respondent
25 MISHLER agrees, acknowledges, and understands that by electronically sending the

1 Department of Real Estate a scan of Respondent MISHLER's actual signature as it appears on
2 the Stipulation and Agreement, that receipt of the scan by the Department of Real Estate shall
3 be binding on Respondent MISHLER as if the Department of Real Estate had received the
4 originally signed Stipulation and Agreement.

5
6 DATED:

3-30-21




BRADLEY DALE MISHLER, Respondent

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8 I have reviewed the Stipulation and Agreement as to form and content, and have
9 advised my clients accordingly.

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11 DATED:

4/6/2021

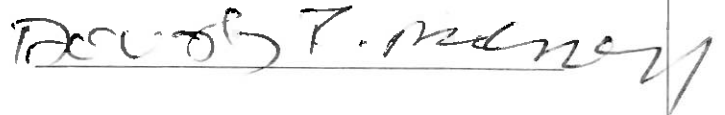

GINGER L. GONZALES-SOTELO, ESQ.
Counsel for Alliance Communities, Inc. and
Bradley Dale Mishler

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13
14 The foregoing Stipulation and Agreement is hereby adopted as my Decision as to
15 Respondent BRADLEY DALE MISHLER in this matter and shall become effective at 12 o'clock
16 noon on June 21, 2021.

17 IT IS SO ORDERED

5.13.21, 2021.

18
19 DOUGLAS R. McCAULEY
20 REAL ESTATE COMMISSIONER



FILED

MAY 21 2021

DEPT. OF REAL ESTATE

By [Signature]

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BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of)	No. H-05183 SD
)	
<u>ALLIANCE COMMUNITIES, INC.</u> ; and)	
BRADLEY DALE MISHLER, individually and as former)	
designated officer of Alliance Communities, Inc.,)	
)	
Respondents.)	

ORDER ACCEPTING VOLUNTARY SURRENDER OF REAL ESTATE LICENSE

On or about February 22, 2021, Respondent ALLIANCE COMMUNITIES, INC. through Eddie Fletcher, Vice-President of Alliance Communities II, LLC formerly known as Alliance Communities, Inc., petitioned the Commissioner to voluntarily surrender its corporate real estate broker license (license no. 01874843) pursuant to California Business and Professions Code section 10100.2.

IT IS HEREBY ORDERED that Respondent ALLIANCE COMMUNITIES, INC.'s petition for voluntary surrender of its real estate license is accepted as of the effective date of this Order as set forth below, based upon the understanding and agreement expressed in Respondent's Declaration dated February 22, 2021 (attached as Exhibit "A" hereto). The license certificate and pocket card of ALLIANCE COMMUNITIES, INC. shall be sent to the below

1 listed address so that they reach the Department of Real Estate on or before the effective date of
2 this Order:

3 Department of Real Estate
4 Attn: Licensing Flag Section
5 P. O. Box 137013
6 Sacramento, CA 95813-7013

7 This Order shall become effective at 12 o'clock noon on June 21, 2021.

8 DATED: 5.13.21

9 DOUGLAS R. McCAULEY
10 REAL ESTATE COMMISSIONER

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12 *Douglas R. McCauley*
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EXHIBIT "A"

BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of)	No. H-05183 SD
)	
<u>ALLIANCE COMMUNITIES, INC.</u> ; and)	
BRADLEY DALE MISHLER, individually and as former)	
designated officer of Alliance Communities, Inc.,)	
)	
Respondents.)	

DECLARATION

My name is Eddie Fletcher ("Fletcher"). I am the Vice-President of Alliance Communities II, LLC formerly known as ALLIANCE COMMUNITIES, INC. ("ACI") (license no. 01874843), and am authorized to act on behalf of ACI. ACI is being represented by Ginger Gonzales-Sotelo, Esq. in this matter.

In lieu of proceeding in this matter in accordance with the provisions of the Administrative Procedure Act (Sections 11400 et seq., of the California Government Code), ACI wishes to voluntarily surrender its real estate license issued by the Department of Real Estate ("Department") pursuant to California Business and Professions Code section 10100.2.

1 ACI understands that by so voluntarily surrendering ACI's real estate
2 license, ACI may be relicensed as a broker or as a salesperson, or issued a mortgage loan
3 originator endorsement, only by petitioning for reinstatement pursuant to California Government
4 Code section 11522. ACI also understands that by so voluntarily surrendering ACI's
5 license, ACI agrees to the following:

6 1. The filing of this Declaration shall be deemed as ACI's petition for voluntary
7 surrender.

8 2. It shall also be deemed to be an understanding and agreement that ACI
9 waives all rights that ACI has to require the Commissioner to prove the allegations against me in
10 the Accusation, and that ACI also waives other rights afforded to ACI in connection with the
11 hearing, such as the right to discovery, the right to present evidence in my defense, and the right
12 to cross-examine witnesses.

13 3. ACI further agrees that upon acceptance by the Commissioner, as evidenced
14 by an appropriate order, all affidavits, and all relevant evidence obtained by the Department in
15 this matter prior to the Commissioner's acceptance, and all evidence supporting the allegations
16 described above with respect to ACI, may be considered by the Department to be true and
17 correct for the purpose of deciding whether to grant licensure, relicensure, and/or reinstatement
18 pursuant to California Government Code section 11522 and/or a similar code section.

19 4. Prior to issuance of any new or reinstated license, ACI shall pay the
20 Department its cost of investigation and enforcement. The cost of investigation and enforcement
21 is \$2,210.30 with joint and several liability with Respondent Bradley Dale Mishler ("Mishler")
22 (license no. 00700978).

23 5. Prior to issuance of any new or reinstated license, ACI shall pay the
24 Department its cost of audit for Audit Report number SD180039. The cost of audit is \$8,040.00
25 with joint and several liability with Mishler.


26 6. A copy of the Commissioner's Criteria of Rehabilitation is attached hereto. If
27 and when a petition application is made for licensure, relicensure, and/or reinstatement, the

1 Commissioner will consider as one of the criteria of rehabilitation whether or not restitution has
2 been made to any person who has suffered monetary losses through "substantially related" acts
3 or omissions.

4 7. ACI freely and voluntarily surrenders all of ACI's licenses and license rights
5 under the Real Estate Law.

6 I, on behalf of ACI, declare under penalty of perjury under the laws of the State
7 of California that the above is true and correct and that this declaration was executed on
8 02/22/2021, at Houston, Texas, California.

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ALLIANCE COMMUNITIES, INC.
By: Eddie Fletcher, Vice-President of Alliance
Communities II, LLC formerly known as Alliance
Communities, Inc.