

**FILED**

**AUG 28 2023**

**DEPT. OF REAL ESTATE**

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BEFORE THE DEPARTMENT OF REAL ESTATE  
STATE OF CALIFORNIA

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In the Matter of the Accusation of  
  
ACROPOLIS ENTERPRISE INC.,  
C & C CAPITAL MORTGAGE &  
REALTY INC., FARUQ DARCUIEL,  
individually and as designated officer of  
Acropolis Enterprise Inc. and C & C  
Capital Mortgage & Realty Inc., and  
LAWAN KENTON BROWN,  
  
Respondents.

H-05717-SD  
  
**STIPULATION AND AGREEMENT  
IN SETTLEMENT AND ORDER AS  
TO RESPONDENTS AEI, C&C, AND  
DARCUIEL ONLY**

It is hereby stipulated and agreed by and between Respondents ACROPOLIS ENTERPRISE INC. (“AEI”), C & C CAPITAL MORTGAGE & REALTY INC. (“C&C”), and FARUQ DARCUIEL (“DARCUIEL”), individually and as the designated officer of AEI and C&C, collectively, “Respondents,” and their attorney of record, Robert Tiangco, Esq., and the Complainant, acting by and through Laurence Haveson, Counsel for the Department of Real Estate (“Department”), as follows for the purpose of settling and disposing of the Accusation filed on December 14, 2022 (“Accusation”) in this matter:

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

3           2.       Respondents have received, read, and understand the Statement to Respondent, the  
4 Discovery Provisions of the APA, and the Accusation filed by the Department of Real Estate in this  
5 proceeding.

6           3.       On January 3 and 4, 2023, Respondents filed Notices of Defense pursuant to section  
7 11506 of the Government Code for the purpose of requesting a hearing on the allegations in the  
8 Accusation. Respondents hereby freely and voluntarily withdraw said Notices of Defense.  
9 Respondents acknowledge that Respondents understand that by withdrawing said Notices of  
10 Defense, Respondents will thereby waive Respondents’ right to require the Real Estate  
11 Commissioner (“Commissioner”) to prove the allegations in the Accusation at a contested hearing  
12 held in accordance with the provisions of the APA and that Respondents will waive other rights  
13 afforded to Respondents in connection with the hearing such as the right to present evidence in  
14 defense of the allegations in the Accusation and the right to cross-examine witnesses.

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

21           5.       This Stipulation and Respondents’ decision not to contest the Accusation are made  
22 for the purpose of reaching an agreed disposition of this proceeding and are expressly limited to this  
23 proceeding and any other proceeding or case brought by the Department, or another licensing agency  
24 of this state, another state, or the federal government, and otherwise shall not be admissible in any  
25 other criminal or civil proceedings.

26           6.       It is understood by the parties that the Real Estate Commissioner may adopt the  
27 Stipulation as his Decision in this matter, thereby imposing the penalty and sanctions on  
28 Respondents’ real estate licenses and license rights as set forth in the below Order. In the event that

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

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

8 8. Respondents understand that by agreeing to this Stipulation, Respondents agree to  
9 pay, pursuant to Business and Professions Code Section 10106, the cost of the investigation and  
10 enforcement of this matter. The amount of the investigation costs is \$2,861.60 and the amount of the  
11 enforcement costs is \$1,680.00, for a total of \$4,541.60. Respondents understand that they are jointly  
12 and severally responsible for payment of the sum total of \$4,541.60.

13 DETERMINATION OF ISSUES

14 By reason of the foregoing stipulations, admissions, and waivers, and solely for the purpose  
15 of settlement of the pending Accusation without a hearing, it is stipulated and agreed that the  
16 following Determination of Issues shall be made:

17 I.

18 The conduct, acts, and/or omissions of Respondent AEI as alleged in the Accusation,  
19 constitute cause for the suspension or revocation of all real estate licenses and license rights of  
20 Respondent AEI under Code sections 10176(a), 10177(o), and 10177(d) and/or 10177(g).

21 II.

22 The conduct, acts, and/or omissions of Respondent C&C as alleged in the Accusation,  
23 constitute cause for the suspension or revocation of all real estate licenses and license rights of  
24 Respondent C&C under Code sections 10161.8, and 10177(d) and/or 10177(g), and Title 10,  
25 California Code of Regulations ("Regulations"), section 2752.

26 III.

27 The conduct, acts, and/or omissions of Respondent DARCUIEL, as alleged in the Accusation,  
28 constitute cause for the suspension or revocation of all real estate licenses and license rights of

1 Respondent alleged under Code sections 10159.2, 10177(h), and 10177(d) and/or 10177(g), and  
2 Regulation 2725.

3 ORDER

4 I.

5 All licenses and licensing rights of Respondent AEI under the Real Estate Law are suspended  
6 for a period of thirty (30) days from the effective date of this Decision and Order; provided, however,  
7 that thirty (30) days of said suspension shall be stayed for two (2) years upon the following terms  
8 and conditions:

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

11 2. That no final subsequent determination be made, after hearing or upon stipulation,  
12 that cause for disciplinary action occurred within two (2) years of the effective date of this Decision.  
13 Should such a determination be made, the Commissioner may, in his discretion, vacate and set aside  
14 the stay order and reimpose all or a portion of the stayed suspension. Should no such determination  
15 be made, the stay imposed herein shall become permanent; and

16 3. Respondent AEI shall pay, jointly and severally with Respondents C&C and  
17 DARCUIEL, the sum of \$4,541.60 for the Commissioner's reasonable cost of the investigation and  
18 enforcement which led to this disciplinary action, **within one-hundred and eighty (180) days from**  
19 **the effective date of this Decision and Order.** Said payment shall be in the form of a cashier's  
20 check made payable to the Department of Real Estate. **The investigative and enforcement costs**  
21 **must be delivered to the Department of Real Estate, Flag Section at P.O. Box 137013,**  
22 **Sacramento, CA 95813-7013. Payment of investigation and enforcement costs should not be**  
23 **made until the Stipulation has been approved by the Commissioner.** If Respondent AEI fails to  
24 satisfy this condition in a timely manner as provided for herein, Respondent AEI's real estate license  
25 shall automatically be suspended until payment is made in full, or until a decision providing  
26 otherwise is adopted following a hearing held pursuant to this condition.

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1 II.

2 All licenses and licensing rights of Respondent C&C under the Real Estate Law are  
3 suspended for a period of thirty (30) days from the effective date of this Decision and Order;  
4 provided, however, that thirty (30) days of said suspension shall be stayed for two (2) years upon the  
5 following terms and conditions:

6 1. Respondent C&C shall obey all laws, rules and regulations governing the rights,  
7 duties and responsibilities of a real estate licensee in the State of California;

8 2. That no final subsequent determination be made, after hearing or upon stipulation,  
9 that cause for disciplinary action occurred within two (2) years of the effective date of this Decision.  
10 Should such a determination be made, the Commissioner may, in his discretion, vacate and set aside  
11 the stay order and reimpose all or a portion of the stayed suspension. Should no such determination  
12 be made, the stay imposed herein shall become permanent; and

13 4. Respondent C&C shall pay, jointly and severally with Respondents AEI and  
14 DARCUIEL, the sum of \$4,541.60 for the Commissioner's reasonable cost of the investigation and  
15 enforcement which led to this disciplinary action, **within one-hundred and eighty (180) days from**  
16 **the effective date of this Decision and Order.** Said payment shall be in the form of a cashier's  
17 check made payable to the Department of Real Estate. **The investigative and enforcement costs**  
18 **must be delivered to the Department of Real Estate, Flag Section at P.O. Box 137013,**  
19 **Sacramento, CA 95813-7013. Payment of investigation and enforcement costs should not be**  
20 **made until the Stipulation has been approved by the Commissioner.** If Respondent C&C fails  
21 to satisfy this condition in a timely manner as provided for herein, Respondent C&C's real estate  
22 license shall automatically be suspended until payment is made in full, or until a decision providing  
23 otherwise is adopted following a hearing held pursuant to this condition.

24 III.

25 All licenses and licensing rights of Respondent DARCUIEL under the Real Estate Law are  
26 suspended for a period of ninety (90) days from the effective date of this Decision and Order;  
27 provided, however, that:

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1           1.       Thirty (30) days of said suspension shall be shall be stayed for two (2) years upon the  
2 condition that Respondent DARCUIEL petitions pursuant to Code Section 10175.2 and pays a  
3 monetary penalty pursuant to Code Section 10175.2 at a rate of one hundred dollars (\$100.00) for  
4 each day of the suspension for a total monetary penalty of \$3,000 (\$100.00 per day X thirty (30) days  
5 = \$3,000), and upon the following terms and conditions:

6           a.       Said payment shall be in the form of a cashier's check made payable to the  
7 Department of Real Estate. Said check must be delivered to the Department of Real Estate,  
8 Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective date of  
9 this Decision and Order. **Payment of said monetary penalty should not be made until the**  
10 **Stipulation has been approved by the Commissioner.**

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

13           c.       No further cause for disciplinary action against the Real Estate license(s) of  
14 Respondent DARCUIEL occurs within two (2) years from the effective date of the Decision  
15 and Order in this matter.

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

22           e.       If Respondent DARCUIEL fails to pay the monetary penalty in accordance  
23 with the terms and conditions of this Decision and Order, the suspension shall go into effect  
24 automatically. Respondent DARCUIEL shall not be entitled to any repayment nor credit,  
25 prorated or otherwise, for money paid to the Department under the terms of this Decision and  
26 Order.

27           f.       If Respondent DARCUIEL pays the monetary penalty under this Stipulation  
28 and Agreement and if no further cause for disciplinary action against the Real Estate

1 license(s) of Respondent DARCUIEL occurs within two (2) years from the effective date of  
2 this Decision and Order, the entire stay hereby granted pursuant to this Decision and Order,  
3 shall become permanent.

4 2. The remaining sixty (60) days of said suspension shall be stayed for two (2) years  
5 upon the following terms and conditions:

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

8 b. No further cause for disciplinary action against the Real Estate license(s) of  
9 Respondent DARCUIEL occurs within two (2) years from the effective date of the Decision  
10 and Order in this matter; and,

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

17 3. Respondent DARCUIEL shall, within six months from the effective date of this  
18 Decision, take and pass the Professional Responsibility Examination administered by the Department  
19 including the payment of the appropriate examination fee. If Respondent DARCUIEL fails to satisfy  
20 this condition, the Commissioner may order suspension of Respondent's license until Respondent  
21 DARCUIEL passes the examination.

22 4. Respondent DARCUIEL shall pay, jointly and severally with Respondents AEI and  
23 C&C, the sum of \$4,541.60 for the Commissioner's reasonable cost of the investigation and  
24 enforcement which led to this disciplinary action, **within one-hundred and eighty (180) days from**  
25 **the effective date of this Decision and Order.** Said payment shall be in the form of a cashier's  
26 check made payable to the Department of Real Estate. **The investigative and enforcement costs**  
27 **must be delivered to the Department of Real Estate, Flag Section at P.O. Box 137013,**  
28 **Sacramento, CA 95813-7013. Payment of investigation and enforcement costs should not be**

1 **made until the Stipulation has been approved by the Commissioner.** If Respondent DARCUIEL  
2 fails to satisfy this condition in a timely manner as provided for herein, Respondent DARCUIEL's  
3 real estate license shall automatically be suspended until payment is made in full, or until a decision  
4 providing otherwise is adopted following a hearing held pursuant to this condition.

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6 DATED: 07/31/2023

  
7 Laurence D. Haveson  
8 Counsel for Complainant

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11 **EXECUTION OF THE STIPULATION**

12 We have read this Stipulation and its terms are understood by us and are agreeable and  
13 acceptable to us. We understand that we are waiving rights given to us by the California APA  
14 (including, but not limited to, sections 11506, 11508, 11509, and 11513 of the Government Code),  
15 and we willingly, intelligently, and voluntarily waive those rights, including the right of requiring  
16 the Commissioner to prove the allegations in the Accusation at a hearing at which we would have  
17 the right to cross-examine witnesses against us and to present evidence in defense and mitigation of  
18 the charges.

19 Respondents can each signify acceptance and approval of the terms and conditions of this  
20 Stipulation by causing the Stipulation to be e-mailed with each Respondent's digital signature to  
21 Laurence Haveson, Real Estate Counsel at Laurence.Haveson@dre.ca.gov, or by sending a hard copy  
22 of the original signed signature page of the Stipulation herein to Laurence D. Haveson, Department  
23 of Real Estate, Legal Section, 320 W. Fourth St., Suite 350, Los Angeles, CA 90013-1105. In the  
24 event of time constraints before an administrative hearing, Respondents can signify acceptance and  
25 approval of the terms and conditions of this Stipulation and Agreement by faxing or e-mailing a  
26 scanned copy of the signature page, as actually signed by Respondents, to the Department counsel  
27 assigned to this case. Respondents, and each of them, agree, acknowledge, and understand that by  
28 electronically sending the Stipulation to the Department with each Respondent's digital signature or



1 a scan of each Respondent's actual signature as it appears on the Stipulation and Agreement, that  
2 receipt of the Stipulation with each Respondent's digital signature or a scan of their actual signatures  
3 by the Department shall be as binding on Respondents as if the Department had received the original  
4 signed Stipulation. By signing this Stipulation, Respondents understand and agree that Respondents  
5 may not withdraw their agreement or seek to rescind the Stipulation prior to the time the  
6 Commissioner considers and acts upon it or prior to the effective date of the Stipulation and Order.

7 MAILING

8 In the event that Respondents decline to digitally sign the Stipulation, Respondents shall,  
9 within five (5) business days from signing the Stipulation, mail the original signed signature page(s)  
10 of the Stipulation herein to Laurence Haveson, Attention: Legal Section, Department of Real Estate,  
11 320 W. Fourth St., Room 350, Los Angeles, California 90013-1105.

12 Respondents' signatures below constitute acceptance and approval of the terms and  
13 conditions of this Stipulation. Respondents agree, acknowledge, and understand that by signing this  
14 Stipulation Respondents are bound by its terms as of the date of such signature and that this  
15 agreement is not subject to rescission or amendment at a later date except by a separate Decision  
16 and Order of the Real Estate Commissioner

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18 DATED: \_\_\_\_\_

Respondent LAWAN KENTON BROWN

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21 DATED: \_\_\_\_\_

  
Respondent PERIPOLIS ENTERPRISE INC.  
FARUQ DARCUIEL

By (Printed Name): \_\_\_\_\_

Title: CFO

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7/28/2023

DATED: \_\_\_\_\_

Respondent: [REDACTED] MORTGAGE &  
REALTY INC.

FARUQ DARCUIEL

By (Printed Name): \_\_\_\_\_

Title: CFO \_\_\_\_\_

7/28/2023

DATED: \_\_\_\_\_

Respondent: FARUQ DARCUIEL

7/28/23

DATED: \_\_\_\_\_

Robert Hango  
Attorney for Respondents  
*Approved as to Form*

\* \* \*

The foregoing Stipulation and Agreement in Settlement and Order is hereby adopted by me  
as my Decision in this matter and shall become effective at 12 o'clock noon on  
Sept. 18, 2023.

IT IS SO ORDERED 8-22-23

DOUGLAS R. McCAULEY  
REAL ESTATE COMMISSIONER

[REDACTED]