

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

FILED

AUG 19 2024

By 

BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

In the Matter of the Accusation against)
)
AMERICAN MORTGAGE AND LOAN;)
)
STEVEN H. WILHELM;)
)
JOHN H. GEORGES; and)
)
JERRY HARRY GEORGES,)
)
)
)
Respondents.)

No. H-05758 SD

**STIPULATION
AND
AGREEMENT**

It is hereby stipulated by and between Respondent AMERICAN MORTGAGE AND LOAN (AML) (Respondent), represented by Stefanos Georgousopoulos, Esq./SYG Law Firm, Inc, and the Complainant, acting by and through Julie L. To, Counsel for the Department of Real Estate (Department), as follows for the purpose of settling and disposing of the Accusation filed on October 3, 2023 in Department of Real Estate Case No. H-05758 SD, in this matter.

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H-05758 SD – Stipulation and Agreement

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

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

3. On or about October 20, 2023, Respondent, through counsel, timely filed their Notice of Defense pursuant to Section 11505 of the Government Code for the purpose of requesting a hearing on the allegations in the Accusation. Respondent hereby freely and voluntarily withdraws said Notices of Defense. Respondent acknowledges that they understand that by withdrawing said Notices of Defense they thereby waive their right to require the Real Estate Commissioner (Commissioner) to prove the allegations in the Accusation at a contested hearing held in accordance with the provisions of the APA, and that they will waive other rights afforded to them in connection with the hearing such as the right to present evidence in their defense of the allegations in the Accusation and the right to cross-examine witnesses.

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

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5. This Stipulation and Respondent's decision not to contest the Accusation are made for the purpose of reaching an agreed disposition of this proceeding and are expressly limited to this proceeding and any other proceeding or case in which the Department, the state or federal government, an agency of this state, or an agency of another state is involved, and shall not be otherwise admissible in any other criminal or civil procedure. Respondent further understands that the sustained violation(s) may be considered in any future administrative or disciplinary matters by the Department.

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

7. The Order or any subsequent Order of the Commissioner made pursuant to this Stipulation shall not constitute an estoppel, merger, or bar to any further administrative or civil proceedings by the Department with respect to any matters which were not specifically alleged to be causes for Accusation in this proceeding but do constitute a bar, estoppel and merger as to any allegations actually contained in the Accusation against Respondent herein.

8. Respondent understands that by agreeing to this Stipulation and pursuant to Code Section 10106, Respondent agrees to pay for the cost of the investigation and enforcement costs (investigative costs) which resulted in the determination that Respondent committed the violations found in the Determination of Issues. The amount of said investigative costs is \$4,948.15 (comprised of \$3,166.15 in investigation costs and \$1,782.00 in enforcement costs); therefore, Respondent agrees to pay, pursuant to Code Section 10106, the amount

1 \$4,948.15.

2 DETERMINATION OF ISSUES

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

6 The conduct, acts or omissions of Respondent AMERICAN MORTGAGE AND
7 LOAN, as described in Paragraph 4, herein above, are in violation of the Real Estate Law
8 pursuant to Code Section 10130, Code Section 10137, Regulation 2726, and Regulation 2740,
9 and are bases for the suspension or revocation of the license and license rights of Respondent
10 AML under the provisions of Code Section 10177(d).

11 ORDER

12 WHEREFORE, THE FOLLOWING ORDER is hereby made:

13 I.

14 All licenses and licensing rights of Respondent AMERICAN MORTGAGE AND
15 LOAN under the Real Estate Law are suspended for a period of thirty (30) days from the
16 effective date of this Decision and Order; provided, however, fifteen (15) days of said suspension
17 shall be stayed for one (1) year upon the following terms and conditions:

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

20 2. No further cause for disciplinary action against the real estate licenses
21 of Respondent occurs within one (1) year from the effective date of the Decision in this matter. If
22 no further cause for disciplinary action against the real estate licenses of Respondent occurs
23 within one (1) year from the effective date of the Decision, the stay hereby granted shall become
24 permanent.

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3. All licenses and licensing rights of Respondent are indefinitely suspended unless or until Respondent pays the sum of \$4,948.15 for the Commissioner's reasonable cost of the investigation and enforcement which led to this disciplinary action. Respondent agrees to pay said investigation and enforcement costs. Respondent's payment(s) shall be in the form of a cashier's check or certified check made payable to the Department of Real Estate. The investigation and enforcement costs must be delivered to the Department of Real Estate, Flag Section at 651 Bannon Street, Suite 504, Sacramento, CA 95811, prior to the effective date of this Decision and Order.

07-23-24

[Redacted Signature]

Dated

Julie L. To, Department of Real Estate Counsel

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II.

EXECUTION OF THE STIPULATION

We have read the Stipulation and Agreement. Its terms are understood by us and are agreeable and acceptable to us. We understand that we are waiving rights given to us by the California Administrative Procedure Act (including, but not limited to, Sections 11506, 11508, 11509 and 11513 of the Government Code), and we 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 we would have the right to cross-examine witnesses against us and to present evidence in defense and mitigation of the charges.

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III.

MAILING AND FACSIMILE

Respondent can signify acceptance and approval of the terms and conditions of this Stipulation and Agreement by sending a hard copy of the original signed signature page of the Stipulation herein to Julie L. To, Legal Section, Department of Real Estate, 320 W. Fourth St., Suite 350, Los Angeles, California 90013-1105. In the event of time constraints before an administrative hearing, Respondent can signify acceptance and approval of the terms and conditions of this Stipulation and Agreement by e-mailing a scanned copy of the signature page(s), as actually signed by Respondent (or Respondent's designated officer(s) of record on behalf of Respondent), to the Department counsel assigned to this case. Respondent agrees, acknowledges, and understands that by electronically sending to the Department a scan of Respondent's actual signature(s) as they appear on the Stipulation and Agreement, that receipt of the scan(s) by the Department shall be binding on Respondent as if the Department had received the original signed Stipulation and Agreement.

7/18/2024
Dated _____
Signed by: [Redacted]
AMERICAN MORTGAGE AND LOAN, Respondent
By: John H. Georges, Designated Officer

* * *

I have reviewed the Stipulation and Agreement as to form and have advised my client accordingly.

DATED: 7/18/2024
DocuSigned by: [Redacted]
Stefanos Georgousopoulos, Esq., Attorney for
Respondent AMERICAN MORTGAGE AND LOAN

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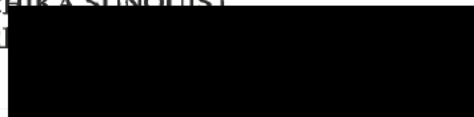
The foregoing Stipulation and Agreement is hereby adopted as my Decision as to

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Respondent **AMERICAN MORTGAGE AND LOAN**, and shall become effective at 12 o'clock
noon on **SEP 18 2024**, 2024.

IT IS SO ORDERED 8/13/2024, 2024.

CHIKA SINQUIST
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By: Marcus L. McCarther
Chief Deputy Real Estate Commissioner