

1 Department of Real Estate
2 320 W. 4th Street, Suite 350
3 Los Angeles, CA 90013-1105

4 Telephone: (213) 443-9271

FILED

FEB 04 2025

DEPT. OF REAL ESTATE

By- [REDACTED]

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8 **DEPARTMENT OF REAL ESTATE**
9 **STATE OF CALIFORNIA**

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11 In the Matter of the Accusation of)

DRE No. H-05777 SD

12 MARKER REAL ESTATE INC, KEVIN W)
13 MARKARIAN, individually and as designated)
14 officer/officer of Marker Real Estate Inc, and)
15 TOCHUKWU SAMUEL MORDI,)

STIPULATION AND AGREEMENT
IN SETTLEMENT AND ORDER

16 Respondents.)

17 It is hereby stipulated by and between Respondents TOCHUKWU SAMUEL
18 MORDI ("Respondent") and the Complainant, acting by and through Kevin H. Sun, Counsel for
19 the Department of Real Estate, as follows for the purpose of settling and disposing of the
20 Accusation filed on December 13, 2023, in this matter (Case No. H-05777 SD):

21 1. All issues which were to be contested and all evidence which was to be presented
22 by Complainant and Respondent at a formal hearing on the Accusation, which hearing was to be
23 held in accordance with the provisions of the Administrative Procedure Act ("APA"), shall instead
24 and in place thereof be submitted on the basis of the provisions of this Stipulation and Agreement
25 in Settlement and Order ("Stipulation").

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

1 proceeding.

2 3. On or about January 3, 2024, Respondent filed a Notice of Defense pursuant to
3 Section 11506 of the Government Code for the purpose of requesting a hearing on the allegations in
4 the Accusation. Respondent hereby freely and voluntarily withdraws said Notice of Defense.
5 Respondent acknowledges that he understands that by withdrawing said Notice of Defense he will
6 thereby waive his rights to require the Commissioner to prove the allegations in the Accusation at a
7 contested hearing held in accordance with the provisions of the APA and that he will waive other
8 rights afforded to him in connection with the hearing such as the right to present evidence in
9 defense of the allegations in the Accusation and the right to cross-examine witnesses.

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

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

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

27 7. The Order or any subsequent Order of the Real Estate Commissioner made

1 pursuant to this Stipulation shall not constitute an estoppel, merger or bar to any further
2 administrative or civil proceedings by the Department of Real Estate with respect to any matters
3 which were not specifically alleged to be causes for accusation in this proceeding.

4 **DETERMINATION OF ISSUES**

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

8 The conduct of Respondent, as described in the Accusation, are in violation of
9 Business and Professions Code ("Code") Sections 10130 and 10163 and Title 10, Chapter 6,
10 California Code of Regulations ("Regulations") Section 2715 and are grounds for the suspension or
11 revocation of all of the real estate license and license rights of Respondent.

12 **ORDER**

13 WHEREFORE, THE FOLLOWING ORDER is hereby made:

14 **I.**

15 (TOCHUKWU SAMUEL MORDI)

16 All licenses and license rights of TOCHUKWU SAMUEL MORDI under the Real
17 Estate Law are suspended for a period of thirty (30) days from the effective date of this Decision;

18 A. Provided, however, that the thirty (30) days of said suspension shall be stayed for
19 two (2) years upon the following terms and conditions:

20 1. No further cause for disciplinary action against the real estate license of
21 Respondent occurs within two (2) years from the effective date of the Decision in this matter.

22 2. Respondent shall cooperate fully with the Department and testify at the
23 hearing in this matter (Case No. H-05777 SD), if one is held. Respondent agrees to accept written
24 notice to appear at hearing, in lieu of a subpoena. If Respondent fails to cooperate fully with the
25 Department or testify at the hearing in this matter, the suspension shall go into effect automatically
26 with regard to said Respondent.


27 3. That Respondent shall obey all laws, rules and regulations governing the

rights, duties and responsibilities of a real estate licensee in the State of California; and

4. That no final subsequent determination be made after hearing or upon stipulation, that cause for disciplinary action occurred within two (2) years from the effective date of this Decision. Should such a determination be made, the Commissioner may, in his discretion, vacate and set aside the stay order and re-impose all or a portion of the stayed suspension. Should no such determination be made under this section, the stay imposed herein shall become permanent.

5. All licenses and licensing rights of Respondent are indefinitely suspended unless or until Respondent pay the sum of **\$2,019.45** for half of the Commissioner's reasonable costs of the investigation and enforcement which led to this disciplinary action. Said payment shall be in the form of a cashier's check made payable to the Department of Real Estate. **The payment for the investigative and enforcement costs must be delivered to the Department of Real Estate, Flag Section, 651 Bannon Street, Suite 504, Sacramento, CA 95811.** 50% of the payment (\$1,009.73) is due prior to the effective date and the remaining 50% of the payment (\$1,009.72) is due within 30 days after the effective date. If Respondent fail to satisfy this condition, the Respondent's licenses and license rights shall automatically be suspended until the sum is paid.

DATED: 12/9/2024


Kevin H. Sun, Counsel for
Department of Real Estate

* * *

EXECUTION OF THE STIPULATION

I have read the Stipulation and its terms are understood by me and are agreeable and acceptable to me. I understand that I am 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 I 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

1 I would have the right to cross-examine witnesses against us and to present evidence in defense and
2 mitigation of the charges.

3 Respondent shall mail the original signed signature page of the stipulation herein to
4 Kevin H. Sun, Attention: Legal Section, Department of Real Estate, 320 W. Fourth St., Suite 350,
5 Los Angeles, California 90013-1105.

6 In the event of time constraints before an administrative hearing, Respondent can
7 signify acceptance and approval of the terms and conditions of this Stipulation and Agreement by
8 emailing a scanned copy of the signature page, as actually signed by Respondent, to the
9 Department counsel assigned to this case. Respondent agrees, acknowledges and understands that
10 by electronically sending the Department a scan of Respondent's actual signature as it appears on
11 the Stipulation and Agreement that receipt of the scan by the Department shall be binding on
12 Respondent as if the Department had received the original signed Stipulation. Respondent shall also
13 mail the original signed signature page of this Stipulation to the Department counsel.

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

DATED: 12/09/24

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The foregoing Stipulation and Agreement is hereby adopted as my Decision as to Respondent TOCHUKWU SAMUEL MORDI in this matter and shall become effective at 12 o'clock noon on 12/09/24, 2024.

IT IS SO ORDERED _____, 2024.

CHIKA SUNQUIST
REAL ESTATE COMMISSIONER

By: Marcus L. McCarther
Chief Deputy Real Estate Commissioner

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


DATED: _____
TOCHUKWU SAMUEL MORDI
Respondent

* * *

The foregoing Stipulation and Agreement is hereby adopted as my Decision as to Respondent TOCHUKWU SAMUEL MORDI in this matter and shall become effective at 12 o'clock noon on 3/6/2025, 2024.

IT IS SO ORDERED 11/7/2025, 2024.

CHIKA SUNQUIST
REAL ESTATE COMMISSIONER

By: 
Marcus L. McCarter
Chief Deputy Real Estate Commissioner