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**FILED**

**JUL 29 2025**

By 

BEFORE THE DEPARTMENT OF REAL ESTATE  
STATE OF CALIFORNIA

\* \* \*

In the Matter of the Accusation of ) No. H-05777 SD  
)  
MARKER REAL ESTATE INC, KEVIN )  
W MARKARIAN, individually and as )  
designated officer/officer of Marker Real )  
Estate Inc, and TOCHUKWU SAMUEL )  
MORDI, )  
)  
Respondents. )  
)

ORDER NUNC PRO TUNC

It having been called to the attention of the Real Estate Commissioner that there is a mistake in the terms of the Order of the Stipulation and Agreement in Settlement and Order dated January 7, 2025 effective April 7, 2025, and good cause appearing therefor, the Order is amended as follows:

**Page 1, Lines 17-21**, is amended to read as follows:

“It is hereby stipulated by and between Respondents MARKER REAL ESTATE INC and KEVIN W MARKARIAN (collectively “Respondents”) and their attorney of record, Frank M. Buda, and the Complainant, acting by and through Kevin H. Sun, Counsel for the Department of Real Estate, as follows for the purpose of settling and disposing of the

1 Accusation filed on December 13, 2023, in this matter (Case No. H-05777 SD):”.

2 **Page 4, Paragraph 2 of the Order, Lines 1-5**, is amended to read as follows:

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

8 **Page 4, Lines 15-17**, is amended to read as follows:

9 “All licenses and license rights of Respondent KEVIN W MARKARIAN under  
10 the Real Estate Law are suspended for a period of thirty (30) days from the effective date of  
11 this Decision;”.

12 **Page 4, Paragraph 2 of the Order, Lines 22-26**, is amended to read as follows:

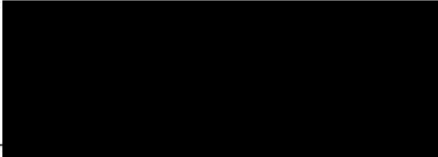
13 “2. Respondent shall cooperate fully with the Department and testify at the  
14 hearing in this matter (Case No. H-05777 SD), if one is held. Respondent agrees to accept  
15 written notice to appear at hearing, in lieu of a subpoena. If Respondent fails to cooperate fully  
16 with the Department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

18 This Order shall become effective immediately.

19 IT IS SO ORDERED \_\_\_\_\_

7/24/2025

20 CHIKA SUNQUIST  
21 REAL ESTATE COMMISSIONER

22   
23 By: Marcus L. McCarther  
24 Chief Deputy Real Estate Commissioner  
25  
26  
27

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

4 Telephone: (213) 576-6982

**FILED**

**MAR 06 2025**

By 

8 **DEPARTMENT OF REAL ESTATE**

9 **STATE OF CALIFORNIA**

10 \*\*\*

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**

Respondents. )

16  
17 It is hereby stipulated by and between Respondents MARKER REAL ESTATE INC  
18 and KEVIN W MARKARIAN (collectively "Respondents") and their attorney of record, Frank M.  
19 Buda, and the Complainant, acting by and through Kevin H. Sun, Counsel for the Department of  
20 Real Estate, as follows for the purpose of settling and disposing of the Accusation filed on  
21 December 13, 2023, in this matter (Case No. H-05781 SD):

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

27 2. Respondents have received, read and understand the Statement to Respondents,

1 the Discovery Provisions of the APA and the Accusation filed by the Department of Real Estate in  
2 this proceeding.

3           3. On or about December 29, 2023, Respondents filed Notices of Defense pursuant  
4 to Section 11506 of the Government Code for the purpose of requesting a hearing on the allegations  
5 in the Accusation. Respondents hereby freely and voluntarily withdraw said Notices of Defense.  
6 Respondents acknowledge that they understand that by withdrawing said Notices of Defense they  
7 will thereby waive their rights to require the Commissioner to prove the allegations in the  
8 Accusation at a contested hearing held in accordance with the provisions of the APA and that they  
9 will waive other rights afforded to them in connection with the hearing such as the right to present  
10 evidence in defense of the allegations in the Accusation and the right to cross-examine witnesses.

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

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

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





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

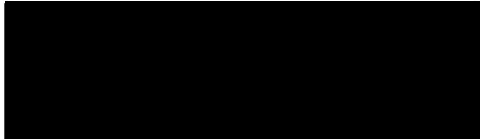
2 4. That no final subsequent determination be made after hearing or upon  
3 stipulation, that cause for disciplinary action occurred within two (2) years from the effective date  
4 of this Decision. Should such a determination be made, the Commissioner may, in his discretion,  
5 vacate and set aside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

7 III.

8 (MARKER REAL ESTATE INC and KEVIN W MARKARIAN)

9 All licenses and licensing rights of Respondents are indefinitely suspended unless or  
10 until Respondents pay the sum of **\$2,019.45** for half of the Commissioner's reasonable costs of the  
11 investigation and enforcement which led to this disciplinary action. Respondents are jointly and  
12 severally liable for their portion of said costs. Said payment shall be in the form of a cashier's  
13 check made payable to the Department of Real Estate. **The payment for the investigative and**  
14 **enforcement costs must be delivered to the Department of Real Estate, Flag Section, 651**  
15 **Bannon Street, Suite 504, Sacramento, CA 95811.** If Respondent fail to satisfy this condition, the  
16 Commissioner shall order suspension of Respondents' licenses and license rights until the sum is  
17 paid.

18  
19 DATED: 12/17/2024

20   
21 Kevin H. Sun, Counsel for  
22 Department of Real Estate

23 \* \* \*

24 **EXECUTION OF THE STIPULATION**

25 We have read the Stipulation, have discussed it with our counsel, and its terms are  
26 understood by us and are agreeable and acceptable to us. We understand that we are waiving rights  
27 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

1 voluntarily waive those rights, including the right of requiring the Commissioner to prove the  
2 allegations in the Accusation at a hearing at which we would have the right to cross-examine  
3 witnesses against us and to present evidence in defense and mitigation of the charges.

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

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

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1 Respondents' signature below constitutes acceptance and approval of the terms and  
2 conditions of this Stipulation. Respondents agree, acknowledge and understand that by signing this  
3 Stipulation, Respondents are bound by its terms as of the date of such signature and that this  
4 agreement is not subject to rescission or amendment at a later date except by a separate Decision  
5 and Order of the Real Estate Commissioner.

6  
7 DATED: 12/03/24

8 [REDACTED]  
9  
10 MARKER REAL ESTATE INC  
11 Respondent  
12 By: CEO

13 DATED: 12/03/24

14 [REDACTED]  
15 KEVIN W MARKARIAN  
16 Respondent

17 DATED: 12-3-24

18 [REDACTED]  
19 Frank M. Buda, Esq.  
20 Counsel for Respondents  
21 Approved as to Form

22 \* \* \*

23 The foregoing Stipulation and Agreement is hereby adopted as my Decision as to  
24 Respondents MARKER REAL ESTATE INC and KEVIN W MARKARIAN in this matter and  
25 shall become effective at 12 o'clock noon on 4-7-2025, 2024.

26 IT IS SO ORDERED 1/7/2025, 2024.

27 CHIKA SUNQUIST  
REAL ESTATE COMMISSIONER

[REDACTED]  
By: Marcus L. McCarter  
Chief Deputy Real Estate Commissioner