

FILED

MAY 28 2024

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

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11	In the Matter of the Accusation of)	No. H-05784 SD
)	
12	BEYOND PROPERTY)	
	MANAGEMENT; and)	
13)	STIPULATION AND
	DANYEL BROOKS,)	AGREEMENT
14	individually and as designated officer)	
	of Beyond Property Management,)	
15)	
	Respondents.)	
16)	
17)	

18 It is hereby stipulated by and between Respondents BEYOND PROPERTY
19 MANAGEMENT (“BPM”) and DANYEL BROOKS (“BROOKS”), individually and as
20 designated officer of Beyond Property Management (collectively “Respondents”), both
21 represented by Joshua A. Rosenthal, Esq., and the Complainant, acting by and through Diane
22 Lee, Counsel for the Department of Real Estate, as follows for the purpose of settling and
23 disposing of the Accusation (“Accusation”) filed on or about December 4, 2023, in this matter:

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

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

6 3. Respondents BPM and BROOKS filed Notices of Defense pursuant to
7 California Government Code section 11506 for the purpose of requesting a hearing on the
8 allegations in the Accusation. Respondents BPM and BROOKS hereby freely and voluntarily
9 withdraw said Notices of Defense. Respondents BPM and BROOKS acknowledge that they
10 understand that by withdrawing said Notices of Defense they thereby waive their right to require
11 the Commissioner to prove the allegations in the Accusation at a contested hearing held in
12 accordance with the provisions of the APA and that Respondents BPM and BROOKS will waive
13 other rights afforded to them in connection with the hearing such as the right to present evidence
14 in their defense and the right to cross-examine witnesses.

15 4. This Stipulation is based on the factual allegations contained in the
16 Accusation. In the interest of expediency and economy, Respondents BPM and BROOKS
17 choose not to contest these factual allegations, but to remain silent and understand that, as a
18 result thereof, these factual statements will serve as a prima facie basis for the disciplinary action
19 stipulated to herein and violations set for below.

20 5. This Stipulation and Respondents’ decision not to contest the Accusation are
21 made for the purpose of reaching an agreed disposition of this proceeding, and are limited to this
22 proceeding and any other proceeding or case in which the Department of Real Estate, or another
23 licensing agency of this state or another state, or if a local, state, or federal government is
24 involved, and otherwise shall not be admissible in any other criminal or civil proceedings.
25 Respondents BPM and BROOKS further understand that the sustained violation(s) may be
26 considered in any future administrative or disciplinary matters by the Department of Real Estate.

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1 6. It is understood by the parties that the Real Estate Commissioner may adopt
2 this Stipulation as his Decision in this matter thereby imposing the penalties and sanctions on
3 the real estate licenses and license rights of Respondents BPM and BROOKS as set forth in the
4 below "Order." In the event that the Commissioner in his discretion does not adopt this
5 Stipulation, it shall be void and of no effect, and Respondents BPM and BROOKS shall retain
6 the right to a hearing and proceeding on the Accusation under the provisions of the APA and
7 shall not be bound by this Stipulation herein.

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

14 8. Respondents BPM and BROOKS understand that by agreeing to this
15 Stipulation, Respondents BPM and BROOKS agree to pay, pursuant to California Business and
16 Professions Code section 10106, the cost of the investigation and enforcement. The amount of
17 investigation and enforcement cost is \$3,196.70.

18 9. Respondents BPM and BROOKS understand that by agreeing to this
19 Stipulation, Respondents BPM and BROOKS agree to pay, pursuant to California Business and
20 Professions Code section 10148, the cost of the audit which led to this disciplinary action, or
21 provide proof satisfactory to the Commissioner that this cost of audit has already been paid. The
22 amount of said cost for the original audit (SD220009) is \$11,929.00.

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1 Code section 10175.2 at the rate of \$50.00 per day for a monetary penalty of \$1,500.00 total.

2 2. Said payment shall be in the form of a cashier's check or certified check made
3 payable to the Recovery Account of the Real Estate Fund. Said check must be received by the
4 Department of Real Estate prior to the effective date of the Decision in this matter.

5 3. No further cause for disciplinary action against the real estate license of BPM
6 occurs within two (2) years from the effective date of the Decision in this matter.

7 4. If BPM fails to pay the monetary penalty in accordance with the terms of the
8 Decision, the Commissioner may, without a hearing, order the immediate execution of all or any
9 part of the stayed suspension, in which event BPM shall not be entitled to any repayment nor
10 credit, prorated or otherwise, for money paid to the Department of Real Estate under the terms of
11 this Decision.

12 5. If BPM pays the monetary penalty and if no further cause for disciplinary
13 action against the real estate license of BPM occurs within two (2) years from the effective date
14 of the Decision, the stay hereby granted shall become permanent.

15 B. The remaining sixty (60) days of the ninety (90) day suspension shall be
16 stayed for two (2) years upon the following terms and conditions:

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

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

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1 (DANYEL BROOKS: SUSPENSION)

2 II.

3 All licenses and licensing rights of BROOKS under the Real Estate Law are
4 suspended for a period of ninety (90) days from the effective date of this Decision:

5 A. Provided, however, that the initial thirty (30) days of said suspension shall be
6 stayed upon condition that:

7 1. BROOKS pays a monetary penalty pursuant to California Business and
8 Professions Code section 10175.2 at the rate of \$50.00 per day for a monetary penalty of
9 \$1,500.00 total.

10 2. Said payment shall be in the form of a cashier's check or certified check made
11 payable to the Recovery Account of the Real Estate Fund. Said check must be received by the
12 Department of Real Estate prior to the effective date of the Decision in this matter.

13 3. No further cause for disciplinary action against the real estate license of
14 BROOKS occurs within two (2) years from the effective date of the Decision in this matter.

15 4. If BROOKS fails to pay the monetary penalty in accordance with the terms of
16 the Decision, the Commissioner may, without a hearing, order the immediate execution of all or
17 any part of the stayed suspension, in which event BROOKS shall not be entitled to any
18 repayment nor credit, prorated or otherwise, for money paid to the Department of Real Estate
19 under the terms of this Decision.

20 5. If BROOKS pays the monetary penalty and if no further cause for disciplinary
21 action against the real estate license of BROOKS occurs within two (2) years from the effective
22 date of the Decision, the stay hereby granted shall become permanent.

23 B. The remaining sixty (60) days of the ninety (90) day suspension shall be
24 stayed for two (2) years upon the following terms and conditions:

25 1. BROOKS shall obey all laws, rules, and regulations governing the rights,
26 duties, and responsibilities of a real estate licensee in the State of California; and

27 2. That no final subsequent determination be made after hearing or upon

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

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7 (BPM AND BROOKS: INVESTIGATION AND ENFORCEMENT COSTS)

8 III.

9 Respondents BPM AND BROOKS shall, within thirty (30) days from the
10 effective date of this Decision and Order, pay the sum of \$3,196.70 with joint and several
11 liability for the Commissioner's reasonable cost for investigation and enforcement which led to
12 this disciplinary action. Said payment shall be in the form of a cashier's check made payable to
13 the Department of Real Estate. The investigative and enforcement costs must be delivered to the
14 Department of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013,
15 within thirty (30) days from the effective date of this Decision and Order. If the costs of
16 investigation and enforcement are not paid within thirty (30) days from the effective date of this
17 Decision and Order, the licenses and license rights of Respondents BPM AND BROOKS shall
18 automatically be suspended until full payment is made.

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(BPM AND BROOKS: AUDIT COSTS)

IV.

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3 1. Pursuant to California Business and Professions Code section 10148,
4 Respondents BPM AND BROOKS owe \$11,929.00 with joint and several liability for the
5 Commissioner's cost of the audit which led to this disciplinary action. Respondents BPM AND
6 BROOKS shall pay such cost within thirty (30) days of receiving an invoice therefore from the
7 Commissioner. Payment of the audit cost should not be made until Respondents BPM and/or
8 BROOKS receive the invoice. If Respondents BPM AND BROOKS fail to satisfy this condition
9 in a timely manner as provided for herein, the real estate licenses of Respondents shall
10 automatically be suspended until payment is made in full, or until a decision providing otherwise
11 is adopted following a hearing.

12 2. Pursuant to California Business and Professions Code section 10148,
13 Respondents BPM AND BROOKS shall pay the Commissioner's reasonable cost, not to exceed
14 \$14,911.25, with joint and several liability, for audit(s) to determine if Respondents BPM and/or
15 BROOKS have corrected the violations found in the Determination of Issues. In calculating the
16 amount of the Commissioner's reasonable cost, the Commissioner may use the estimated
17 average hourly salary for all persons performing audits of real estate broker(s), and shall include
18 an allocation for travel time to and from the auditor's place of work. Respondents BPM AND
19 BROOKS shall pay such cost within thirty (30) days of receiving an invoice therefor from the
20 Commissioner. Payment of the audit costs should not be made until Respondents BPM and/or
21 BROOKS receives the invoice. If Respondents BPM AND BROOKS fail to satisfy this
22 condition in a timely manner as provided for herein, the real estate license of Respondents BPM
23 AND BROOKS shall automatically be suspended until payment is made in full, or until a
24 decision providing otherwise is adopted following a hearing held pursuant to this condition.

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1 (BROOKS: TRUST FUND COURSE)

2 V.

3 Respondent BROOKS shall, within ninety (90) days of the effective date of this
4 Decision and Order, provide proof satisfactory to the Commissioner, of having taken and
5 successfully completed the continuing education course on trust fund accounting and handling
6 specified in California Business and Professions Code section 10170.5(a)(3). Proof of
7 satisfaction of this requirement includes evidence that Respondent BROOKS has successfully
8 completed the trust fund account and handling continuing education course, no earlier than one
9 hundred twenty (120) days prior to the effective date of the Decision and Order in this
10 matter. Proof of completion of the trust fund accounting and handling course must be delivered
11 to the Department of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013
12 or by fax at (916) 263-8758, within ninety (90) days of the effective date of this Decision and
13 Order.

14 (RESTITUTION)

15 VI.

16 Respondents BPM and BROOKS shall, within thirty (30) days from the effective
17 date of this Decision, pay the following restitution with joint and several liability along with a
18 written explanation the restitution is to return past fees as required by Department of Real Estate,
19 and send proof satisfactory to the Commissioner that restitution has been made.

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- 21 • \$350.00 to Jeffrey Klatt,
 - 22 • \$550.00 to Jessica Robinson,
 - 23 • \$200.00 to Karey Finn and Eric Finn,
 - 24 • \$120.00 to Srivatsan Thiruvengadam, and
 - 25 • \$120.00 to Mona Epstein

26 Such proof of restitution shall be sent to the Department of Real Estate at: Department of Real
27 Estate, Flag Section, P.O. Box 137013, Sacramento, CA 95813-7013. If Respondents BPM and

1 BROOKS fail to satisfy this condition, the Commissioner shall order suspension of Respondents'
2 licenses until Respondents pay restitution and provide proof thereof.

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4 DATED: 04/15/2024

Diane Lee

DIANE LEE,
Counsel for Department of Real Estate

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8 EXECUTION OF THE STIPULATION

9 I, DANYEL BROOKS, individually and as designated officer of Beyond Property
10 Management, have read the Stipulation and discussed it with our attorney, Joshua A. Rosenthal,
11 Esq. Its terms are understood by me and Beyond Property Management, and are agreeable and
12 acceptable to me and Beyond Property Management. I understand that I am waiving rights
13 given to me and Beyond Property Management by the California APA (including, but not limited
14 to, California Government Code sections 11506, 11508, 11509, and 11513), and I, individually
15 and as designated officer of Beyond Property Management, willingly, intelligently, and
16 voluntarily waive those rights, including, but not limited to, the right of requiring the
17 Commissioner to prove the allegations in the Accusation at a hearing at which Beyond Property
18 Management and I would have the right to cross-examine witnesses against me and Beyond
19 Property Management and to present evidence in defense and mitigation of the charges.


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21 MAILING AND E-MAIL


22 Respondents BPM and BROOKS shall mail the original signed signature page of
23 this Stipulation herein to Department of Real Estate, Attention: Legal Section – Diane Lee, 320
24 West Fourth Street, Suite 350, Los Angeles, California 90013-1105.


25 In the event of time constraints before an administrative hearing, Respondents
26 BPM and BROOKS can signify acceptance and approval of the terms and conditions of this
27 Stipulation and Agreement by emailing a scanned copy of the signature page, as actually signed

1 by Respondents BPM and BROOKS, to the Department counsel assigned to this case.
2 Respondents BPM and BROOKS agree, acknowledge, and understand that by electronically
3 sending the Department a scan of Respondents BPM's and BROOKS's actual signatures
4 as they appear on the Stipulation and Agreement that receipt of the scan by the Department shall
5 be binding on Respondents BPM and BROOKS as if the Department had received the original
6 signed Stipulation.

7 Respondents BPM's and BROOKS's signatures below constitute acceptance and
8 approval of the terms and conditions of this Stipulation. Respondents BPM and BROOKS agree,
9 acknowledge, and understand that by signing this Stipulation, Respondents BPM and BROOKS
10 are bound by its terms as of the date of such signatures and that this agreement is not subject to
11 rescission or amendment at a later date except by a separate Decision and Order of the Real
12 Estate Commissioner.

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14 DATED: 4/12/24 
15 BEYOND PROPERTY MANAGEMENT, by Danyel
16 Brooks, designated officer of Beyond Property
17 Management

17 DATED: 4/12/24 
18 DANYEL BROOKS, individually and as designated officer
19 of Beyond Property Management

20 DATED: 4/12/24 
21 JOSHUA A. ROSENTHAL, ESQ.
22 Attorney for Respondents BEYOND PROPERTY
23 MANAGEMENT. and DANYEL BROOKS
24 *Approved as to Form*

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The foregoing Stipulation and Agreement is hereby adopted as my Decision as to Respondents BEYOND PROPERTY MANAGEMENT and DANYEL BROOKS, and shall become effective at 12 o'clock noon on June 17, 2024.

IT IS SO ORDERED 5/20/2024.

CHIKA SUNQUIST
REAL ESTATE COMMISSIONER



By: Marcus L. McCarther
Chief Deputy Real Estate Commissioner