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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
REYNALDO AGUIAR ROSA,
Respondent.

DRE Case No. H-05811-SD
STIPULATION AND AGREEMENT

It is hereby stipulated and agreed by and between Respondent REYNALDO AGUIAR ROSA (“Respondent” or “ROSA”) and his attorney of record, Frank Buda, 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 July 10, 2024 (“Accusation”) in this matter:

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.

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1 3. On September 23, 2024, Respondent filed a Notice of Defense pursuant to section
2 11506 of the Government Code for the purpose of requesting a hearing on the allegations in the
3 Accusation. Respondent hereby freely and voluntarily withdraws his Notice of Defense. Respondent
4 acknowledges that he understands that by withdrawing his Notice of Defense, Respondent will
5 thereby waive his right to require the Real Estate Commissioner (“Commissioner”) to prove the
6 allegations in the Accusation at a contested hearing held in accordance with the provisions of the
7 APA and that Respondent will waive other rights afforded to him in connection with the hearing such
8 as the right to present evidence in defense of the allegations in the Accusation and the right to cross-
9 examine witnesses.

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

15 5. This Stipulation and Respondent’s decision not to contest the Accusation are made
16 for the purpose of reaching an agreed settlement of this proceeding and are expressly limited to this
17 proceeding and any other proceeding or case brought by the Department, or another agency of this
18 state, another state, or the federal government, and otherwise shall not be admissible in any criminal
19 or civil proceedings.

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 licenses and license rights as set forth in the below Order. In the event that
23 the Commissioner in her discretion does not adopt the Stipulation, it shall be void and of no effect,
24 and Respondent shall retain the right to a hearing and proceeding on the Accusation under all the
25 provisions of the APA and shall not be bound by any admission or waiver made herein.

26 7. The Order or any subsequent Order of the Commissioner made pursuant to this
27 Stipulation shall not constitute an estoppel, merger, or bar to any further administrative or civil

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1 proceedings by the Department with respect to any matters which were not specifically alleged to be
2 causes for the Accusation in this proceeding.

3 8. Respondent understands that by agreeing to this Stipulation, Respondent agrees to
4 pay, pursuant to Business and Professions Code Section 10106, the cost of the investigation and
5 enforcement of this matter. The amount of the investigation costs is \$1,984.55 and the amount of the
6 enforcement costs is \$2,046.00, for a total of \$4,030.55.

7 DETERMINATION OF ISSUES

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

11 The conduct, acts, and/or omissions of Respondent as described in the Accusation, constitute
12 cause for the suspension or revocation of all real estate licenses and license rights of Respondent
13 under California Business and Professions Code ("Code") section 10177(g).

14 ORDER

15 I.

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

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

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

27 3. Respondent shall pay the sum of \$4,030.55 for the Commissioner's reasonable cost
28 of the investigation and enforcement which led to this disciplinary action **within one-hundred and**

1 **eighty (180) days from the effective date of this Decision and Order.** Said payment shall be in the
2 form of a cashier's check made payable to the Department of Real Estate. **The investigative and**
3 **enforcement costs must be delivered to the Department of Real Estate, Flag Section at 651**
4 **Bannon Street, Suite 504, Sacramento, CA 95811. Payment of investigation and enforcement**
5 **costs should not be made until the Stipulation has been approved by the Commissioner.** If
6 Respondent fails to satisfy this condition in a timely manner as provided for herein, Respondent's
7 real estate license shall automatically be suspended until payment is made in full, or until a decision
8 providing otherwise, is adopted following a hearing held pursuant to this condition.

9 4. Respondent ROSA understands that by agreeing to this Stipulation, Respondent
10 ROSA shall deliver the sum of \$5,700.00 to Hossein Ahmadi, representing the difference between
11 one percent (1%) of the purchase price (\$820,000.00) of the property located at 5102 Fino Drive, San
12 Diego, California, and \$2,500.00, the amount credited by Respondent to Ahmadi at the close of
13 escrow ($\$8,200 - \$2,500 = \$5,700$). Respondent shall cause a cashier's check, payable to Hossein
14 Ahmadi in the amount of \$5,700.00 to be delivered to Hossein Ahmadi on or before the effective
15 date of this Decision and Order. In addition to any other conditions set forth in this Stipulation as
16 prerequisites to Respondent receiving a stay of the thirty-day suspension, Respondent shall provide
17 the Department of Real Estate (DRE), Flag Section at 651 Bannon Street, Suite 504, Sacramento,
18 CA 95811, with a copy to Laurence Haveson, DRE Real Estate Counsel, on or before the effective
19 date of this Decision and Order, a copy of the cashier's check, and proof of service verifying delivery
20 of the aforementioned check to Ahmadi. If Respondent ROSA fails to satisfy this condition in a
21 timely manner as provided for herein, Respondent ROSA's real estate license shall automatically be
22 suspended until proof satisfactory to the DRE is submitted to the DRE that payment was made in
23 full, or until a decision providing otherwise, is adopted following a hearing held pursuant to this
24 condition.

25 DATED: 01/30/2025


26 Laurence D. Haveson
27 Counsel for Complainant

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2 EXECUTION OF THE STIPULATION

3 I have read this Stipulation and its terms are understood by me, and are agreeable and
4 acceptable to me. I understand that I am waiving rights given to me by the California APA (including,
5 but not limited to, sections 11506, 11508, 11509, and 11513 of the Government Code), and I
6 willingly, intelligently, and voluntarily waive those rights, including the right of requiring the
7 Commissioner to prove the allegations in the Accusation at a hearing at which I would have the right
8 to cross-examine witnesses against me and to present evidence in defense and mitigation of the
9 charges.

10 Respondent can signify acceptance and approval of the terms and conditions of this
11 Stipulation by causing the Stipulation to be e-mailed with Respondent's digital signature to Laurence
12 Haveson, Real Estate Counsel at Laurence.Haveson@dre.ca.gov, or by sending a hard copy of the
13 original signed signature page of the Stipulation herein to Laurence D. Haveson, Department of Real
14 Estate, Legal Section, 320 W. Fourth St., Suite 350, Los Angeles, CA 90013-1105. In the event of
15 time constraints before an administrative hearing, Respondent can signify acceptance and approval
16 of the terms and conditions of this Stipulation and Agreement by faxing or e-mailing a scanned copy
17 of the signature page, as actually signed by Respondent, to the Department counsel assigned to this
18 case. Respondent agrees, acknowledges, and understands that by electronically sending the
19 Stipulation and Agreement to the Department with Respondent's digital signatures or a scan of
20 Respondent's actual signature as it appears on the Stipulation and Agreement, that receipt of the
21 Stipulation and Agreement with Respondent's digital signatures or a scan of his actual signature by
22 the Department shall be as binding on Respondent as if the Department had received the original
23 signed Stipulation and Agreement. By signing this Stipulation and Agreement, Respondent
24 understands and agrees that Respondent may not withdraw his agreement or seek to rescind the
25 Stipulation and Agreement prior to the time the Commissioner considers and acts upon it or prior to
26 the effective date of the Stipulation and Order.

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MAILING

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

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: 1/30/25

[Redacted Signature]

Respondent REYNALDO AGUIAR ROSA

DATED: 1-30-25

[Redacted Signature]

Frank M. Buda
Attorney for Respondent REYNALDO AGUIAR ROSA
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

April 8, 2025

3/10/2025

IT IS SO ORDERED

CHIKA SUNQUIST
REAL ESTATE COMMISSIONER

[Redacted Signature]

By: Marcus L. McCarther
Chief Deputy Real Estate Commissioner