

1 Department of Real Estate  
2 P.O. Box 187007  
3 Sacramento, CA 95818-7007

4 Telephone: (916) 227-0781

**FILED**

SEP 26 2018

DEPARTMENT OF REAL ESTATE  
By B. Nicholas

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7  
8 BEFORE THE DEPARTMENT OF REAL ESTATE  
9 STATE OF CALIFORNIA

10 \* \* \*

11 In the Matter of the Accusation of )

12 STANLEY MICHAEL COMBS, )

13 Respondent.)

No. H-6671 SAC

STIPULATION AND  
AGREEMENT

14 It is hereby stipulated by and between STANLEY MICHAEL COMBS  
15 (Respondent), and the Complainant, acting by and through Truly Sughrue, Counsel for the  
16 Department of Real Estate (Department), as follows for the purpose of settling and disposing  
17 the Accusation filed on April 19, 2018, in this matter:

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

23 2. Respondent has received, read, and understands the Statement to  
24 Respondent, and the Discovery Provisions of the APA filed by the Department in this  
25 proceeding.

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3. Respondent filed a 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 Notice of Defense. Respondent acknowledges that Respondent understands that by withdrawing said Notice of Defense Respondent will thereby waive Respondent's rights 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 Respondent will waive other rights afforded to Respondent in connection with the hearing such as the right to present evidence in defense of the allegations in the Accusation and the right to cross-examine witnesses.

4. This Stipulation and Agreement is based on the factual allegations contained in the Accusation. In the interest of expediency and economy, Respondent chooses not to contest these factual allegations, but to remain silent and understands that, as a result thereof, these factual statements will serve as a prima facie basis for the "Determination of Issues" and "Order" set forth below. The Commissioner shall not be required to provide further evidence to prove such allegations.

5. This Stipulation and Agreement 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.

6. Respondent understands that by agreeing to this Stipulation and Agreement, Respondent agrees to pay, pursuant to Section 10232.2(e) of the California Business and Professions Code (Code), the cost of the audit, which resulted in the determination that Respondent failed to timely file the reports required under Section 10232.2(a) and (c), as found in the Determination of Issues. The amount of said costs is \$2,693.65.

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1                    4. Respondent shall, within nine (9) months from the effective date of this  
2 Decision and Order, present evidence satisfactory to the Commissioner that Respondent has,  
3 since the most recent issuance of an original or renewal real estate license, taken and successfully  
4 completed the continuing education requirements of Article 2.5 of Chapter 3 of the Real Estate  
5 Law for renewal of a real estate license. If Respondent fails to satisfy this condition,  
6 Respondent's real estate license shall automatically be suspended until Respondent presents  
7 evidence satisfactory to the Commissioner of having taken and successfully completed the  
8 continuing education requirement.

9                    5. Pursuant to Section 10232.2(e) of the Code, Respondent shall pay the sum  
10 of \$2,693.65 for the Commissioner's cost of the audit which led to this disciplinary action.  
11 Respondent shall pay such cost within sixty (60) days of receiving an invoice therefore from the  
12 Commissioner. Payment of audit costs should not be made until Respondent receives the  
13 invoice. If Respondent fails to satisfy this condition in a timely manner as provided for herein,  
14 Respondent's real estate license shall automatically be suspended until payment is made in full,  
15 or until a decision providing otherwise is adopted following a hearing held pursuant to this  
16 condition.

17 10-Sept-18  
18 DATED \_\_\_\_\_

17   
18 TRULY SUGHRUE  
19 Counsel for Complainant

20 \* \* \*

21                    I have read the Stipulation and Agreement, and its terms are understood by me  
22 and are agreeable and acceptable to me. I understand that I am waiving rights given to me by the  
23 California Administrative Procedure Act, and I willingly, intelligently and voluntarily waive  
24 those rights, including the right of requiring the Commissioner to prove the allegations in the  
25 Accusations at a hearing at which I would have the right to cross-examine witnesses against me  
26 and to present evidence in defense and mitigation of the charges.

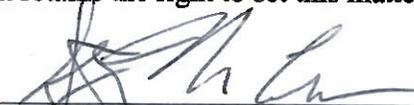
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Respondent further agrees to send the original signed Stipulation by mail to the following address no later than one (1) week from the date the Stipulation is signed by Respondent: *Department of Real Estate, Legal Section, P.O. Box 137007, Sacramento, California 95813-7007*. Respondent understands and agree that if he fails to return the original signed Stipulation by the due date, Complainant retains the right to set this matter for hearing.

9-1-2018

DATED

  
STANLEY MICHAEL COMBS  
Respondent

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The foregoing Stipulation and Agreement is hereby adopted as my Decision and Order and shall become effective at 12 o'clock noon on **OCT 17 2018**.

IT IS SO ORDERED September 14, 2018.

DANIEL J. SANDRI  
ACTING REAL ESTATE COMMISSIONER

