

1 Department of Real Estate
2 P.O. Box 137007
3 Sacramento, CA 95813-7007

4 Telephone: (916) 576-8700

FILED

JAN 06 2020

DEPARTMENT OF REAL ESTATE

By L. Krupp

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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 EXP REALTY OF CALIFORNIA, INC.,)
13 RAMEY JOSEPH MARQUEZ, SHAUNTAE)
14 NICOLE TEDTAOTAO, VICKI L. HOUFF AND)
15 NATASHA DEE CARLENA DAVIS,)

Respondents.)

No. H-6686 SAC

STIPULATION AND
AGREEMENT

16 It is hereby stipulated by and between NATASHA DEE CARLENA DAVIS
17 (DAVIS) ONLY, (sometimes referred to as Respondent), represented by Jamil L. White, and the
18 Complainant, acting by and through Richard Uno, Counsel for the Department of Real Estate
19 (Department), as follows for the purpose of settling and disposing the First Amended Accusation
20 filed on March 20, 2019, in this matter:

21 1. All issues which were to be contested and all evidence which was to be
22 presented by Complainant and Respondent at a formal hearing on the Accusation, which hearing
23 was to be held in accordance with the provisions of the Administrative Procedure Act (APA),
24 shall instead and in place thereof be submitted solely on the basis of the provisions of this
25 Stipulation and Agreement.
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1 2. Respondent has received, read, and understand the Statement to
2 Respondent, and the Discovery Provisions of the APA filed by the Department in this
3 proceeding.

4 3. Respondent filed a Notice of Defense pursuant to Section 11505 of the
5 Government Code for the purpose of requesting a hearing on the allegations in the First
6 Amended Accusation. Respondent hereby freely and voluntarily withdraws said Notice of
7 Defense. Respondent acknowledges that Respondent understands that by withdrawing said
8 Notice of Defense Respondent will thereby waive Respondent's rights to require the Real Estate
9 Commissioner (Commissioner) to prove the allegations in the First Amended Accusation at a
10 contested hearing held in accordance with the provisions of the APA, and that Respondent will
11 waive other rights afforded to Respondent in connection with the hearing such as the right to
12 present evidence in defense of the allegations in the Accusation and the right to cross-examine
13 witnesses.

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

20 5. This Stipulation and Agreement and Respondent's decision not to contest
21 the First Amended Accusation are made for the purpose of reaching an agreed disposition of this
22 proceeding and are expressly limited to this proceeding and any other proceeding or case in
23 which the Department, the state or federal government, an agency of this state, or an agency of
24 another state is involved.

25 6. It is understood by the parties that the Commissioner may adopt the
26 Stipulation and Agreement as his Decision and Order in this matter thereby imposing the penalty
27 and sanctions on the real estate licenses and license rights of Respondent as set forth in the below

1 "Order". In the event that the Commissioner in his discretion does not adopt the Stipulation and
2 Agreement, it shall be void and of no effect, and Respondent shall retain the right to a hearing
3 and proceeding on the First Amended Accusation under all the provisions of the APA and shall
4 not be bound by any admission or waiver made herein.

5 7. The Order or any subsequent Order of the Commissioner made pursuant to
6 this Stipulation and Agreement shall not constitute an estoppel, merger or bar to any further
7 administrative or civil proceedings by the Department with respect to any matters which were not
8 specifically alleged in the First Amended Accusation H-6686 SAC.

9 * * *

10 DETERMINATION OF ISSUES

11 By reason of the foregoing stipulations and waivers and solely for the purpose of
12 settlement of the pending First Amended Accusation without a hearing, it is stipulated and agreed
13 that the following determination of issues shall be made:

14 The acts and omissions of DAVIS as described in First Amended Accusation are
15 grounds for the suspension or revocation of DAVIS' licenses and license rights under Sections
16 10130, 10177(d) and 10177(g) of the Code.

17 * * *

18 ORDER

19 All licenses and licensing rights of DAVIS under the Real Estate Law are
20 suspended for a period of ninety (90) days from the effective date of this Order; provided,
21 however, that:

22 1) Forty-five (45) days of said suspension shall be stayed, upon the condition that
23 DAVIS petition pursuant to Section 10175.2 of the Code and pays a monetary penalty pursuant
24 to Section 10175.2 of the Code at a rate of \$100 for each day of the suspension for a total
25 monetary penalty of \$4,500.
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1 a) Said payment shall be in the form of a cashier's check made payable to the
2 Department of Real Estate. Said check must be delivered to the Department of Real Estate, Flag
3 Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective date of this
4 Order.

5 b) No further cause for disciplinary action against the Real Estate licenses of DAVIS
6 occurs within two (2) years from the effective date of the decision in this matter.

7 c) If DAVIS fails to pay the monetary penalty as provided above prior to the
8 effective date of this Order, the stay of the suspension shall be vacated as to that DAVIS and the
9 order of suspension shall be immediately executed, under this Order, in which event the said
10 DAVIS shall not be entitled to any repayment nor credit, prorated or otherwise, for the money
11 paid to the Department under the terms of this Order.

12 d) If DAVIS pays the monetary penalty and any other moneys due under this
13 Stipulation and Agreement and if no further cause for disciplinary action against the real estate
14 license of said DAVIS occurs within two (2) years from the effective date of this Order, the
15 entire stay hereby granted this Order, as to said DAVIS only, shall become permanent.

16 2) Forty-five (45) days of said suspension shall be stayed for two (2) years upon the
17 following terms and conditions:

18 a) DAVIS shall obey all laws, rules and regulations governing the rights, duties and
19 responsibilities of a real estate licensee in the State of California; and,

20 b) That no final subsequent determination be made, after hearing or upon stipulation,
21 that cause for disciplinary action occurred within two (2) years from the effective date of this
22 Order. Should such a determination be made, the Commissioner may, in his discretion, vacate
23 and set aside the stay order and reimpose all or a portion of the stayed suspension. Should no
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1 c) such determination be made, the stay imposed herein shall become permanent.
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4 11/26/19
DATED

5 Richard Uno
RICHARD UNO
Counsel for Complainant

6 * * *

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8 I have read the Stipulation and Agreement, discussed it with my counsel, and its
9 terms are understood by me and are agreeable and acceptable to me. I understand that I am
10 waiving rights given to me by the California Administrative Procedure Act, and I willingly,
11 intelligently and voluntarily waive those rights, including the right of requiring the
12 Commissioner to prove the allegations in the First Amended Accusation at a hearing at which I
13 would have the right to cross-examine witnesses against me and to present evidence in defense
14 and mitigation of the charges.

15 Respondent and Respondent's attorney further agree to send the original signed
16 Stipulation by mail to the following address no later than one (1) week from the date the
17 Stipulation is signed by Respondent and Respondent's attorney: *Department of Real Estate,*
18 *Legal Section, P.O. Box 137007, Sacramento, California 95813-7007.* Respondent and
19 Respondent's attorney understand and agree that if they fail to return the original signed
20 Stipulation by the due date, Complainant retains the right to set this matter for hearing.
21

22
23 DATED

Natasha Dee Carlena Davis
NATASHA DEE CARLENA DAVIS

24 * * *

c) such determination be made, the stay imposed herein shall become permanent.

DATED

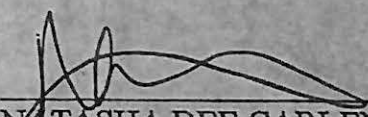
RICHARD UNO
Counsel for Complainant

I have read the Stipulation and Agreement, discussed it with my counsel, and its terms are understood by me and are agreeable and acceptable to me. I understand that I am waiving rights given to me by the California Administrative Procedure Act, and I willingly, intelligently and voluntarily waive those rights, including the right of requiring the Commissioner to prove the allegations in the First Amended Accusation at a hearing at which I would have the right to cross-examine witnesses against me and to present evidence in defense and mitigation of the charges.

Respondent and Respondent's attorney further agree 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 and Respondent's attorney: *Department of Real Estate, Legal Section, P.O. Box 137007, Sacramento, California 95813-7007*. Respondent and Respondent's attorney understand and agree that if they fail to return the original signed Stipulation by the due date, Complainant retains the right to set this matter for hearing.

DATED

11/22/19


NATASHIA DEE CARLENA DAVIS

1 *I have reviewed the Stipulation and Agreement as to form and content and have*
2 *advised my clients accordingly.*

3
4 11-14-17
5 DATED


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7 JAMIL L. WHITE
8 Attorney for Respondent

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10 * * *

11 The foregoing Stipulation and Agreement is hereby adopted as my Decision and
12 Order and shall become effective at 12 o'clock noon on JAN 27 2020.

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14 IT IS SO ORDERED 1/2/2020.

15 SANDRA KNAU
16 ACTING REAL ESTATE COMMISSIONER

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