

1 DEPARTMENT OF REAL ESTATE
2 P. O. Box 137007
3 Sacramento, CA 95813-7007

4 Telephone: (916) 576-7848
5 Fax: (916) 263-3767

FILED

MAR 16 2020

DEPARTMENT OF REAL ESTATE
By R. Kropp

8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11
12 In the Matter of the Accusation of) DRE No. H-6686 SAC
13)
14 EXP REALTY OF CALIFORNIA, INC.)
15 RAMEY JOSEPH MARQUEZ,)
16 SHAUNTAE NICOLE TEDTAOTAO,)
17 VICKY L. HOUFF and NATASHA DEE)
18 CARLENA DAVIS,) STIPULATION AND AGREEMENT
19 Respondents.) IN SETTLEMENT AND ORDER
20)
21)

22 It is hereby stipulated by and between eXp REALTY OF CALIFORNIA, INC.
23 (eXp), and RAMEY JOSEPH MARQUEZ (MARQUEZ), collectively Respondents, and their
24 counsel Richard Sullivan and Brian Slome of Lewis Brisbois Bisgaard & Smith LLP, and the
25 Complainant, acting by and through Richard K. Uno, Counsel for the Department of Real Estate;
26 as follows for the purpose of settling and disposing of the First Amended Accusation filed on
27 March 20, 2019, in this matter as it pertains to eXp and MARQUEZ only.

1. All issues which were to be contested and all evidence which was to be
presented by Complainant and Respondents at a formal hearing on the Accusation, which
hearing was to be held in accordance with the provisions of the Administrative Procedure Act

1 ("APA"), shall instead and in place thereof be submitted solely on the basis of the provisions of
2 this Stipulation and Agreement In Settlement and Order.

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

6 3. Respondents filed a Notice of Defense pursuant to Section 11505 of the
7 Government Code for the purpose of requesting a hearing on the allegations in the Accusation.
8 Respondents hereby freely and voluntarily withdraw said Notices of Defense. Respondents
9 acknowledge that they understand that by withdrawing said Notices of Defense they will thereby
10 waive their right to require the Commissioner to prove the allegations in the Accusation at a
11 contested hearing held in accordance with the provisions of the APA and that they will waive
12 other rights afforded to them in connection with the hearing such as the right to present evidence
13 in defense of the allegations in the Accusation and the right to cross-examine witnesses.

14 4. Respondents, pursuant to the limitations set forth below, hereby admit that the
15 Commissioner has presented an affirmative factual showing to establish that the facts set forth in
16 the Accusation filed in this proceeding are true and correct and the Real Estate Commissioner
17 shall not be required to provide further evidence of such allegations, with the following
18 exceptions:

19 (a) The parties agree that the Commissioner has no evidence to support the
20 factual allegations concerning Thomas Edward Daves, Daniel Beer and real estate salesperson
21 Bobby John Taylor. Moreover, screenshots of the websites operated by eXp brokers and agents
22 listed in the Fourth Cause of Action are displayed in a manner consistent with Section
23 10159.6(c).

24 (b) The parties agree that the allegations in the Accusation did not arise from
25 an injury suffered directly to any consumer;

26 (c) The parties agree that Respondents are not culpable for any willful
27 violation of any of the Real Estate laws.

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2 ORDER

3 A. eXp REALTY OF CALIFORNIA, INC.

4 1. The corporate real estate broker license and license rights of Respondent eXp
5 REALTY OF CALIFORNIA, INC. (eXp), under the Real Estate Law are suspended for a
6 period of eighty (80) days from the effective date of this Order. The first fifty (50) days of said
7 suspension shall be permanently stayed upon condition to that:

8 a. eXp pays a monetary penalty pursuant to Section 10175.2 of the Business and
9 Professions Code at the rate of \$100.00 per day for fifty (50) days of the suspension for a total
10 monetary penalty of \$5,000.00.

11 b. Said payment shall be in the form of a cashier's check or certified check made
12 payable to the Department of Real Estate. Said check must be received by the Department of
13 Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the
14 effective date of this Order.

15 c. No further cause for disciplinary action against the real estate license of eXp
16 occurs within two (2) years from the effective date of the Decision in this matter.

17 d. If eXp fails to pay the monetary penalty in accordance with the terms and
18 conditions of the Decision, the Commissioner may, order the immediate execution of all or any
19 part of the stayed suspension in which event eXp shall not be entitled to any repayment nor
20 credit, prorated or otherwise, for money paid to the Department under the terms of this Decision.

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

24 2. The remaining thirty (30) days of said suspension shall be stayed for two (2)
25 years upon the following terms and conditions:

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

1 c. No further cause for disciplinary action against the real estate license of
2 MARQUEZ occurs within two (2) years from the effective date of the Decision in this matter.

3 d. If MARQUEZ fails to pay the monetary penalty in accordance with the terms
4 and conditions of the Decision, the Commissioner may, order the immediate execution of all or
5 any part of the stayed suspension in which event MARQUEZ shall not be entitled to any
6 repayment nor credit, prorated or otherwise, for money paid to the Department under the terms
7 of this Decision.

8 e. If MARQUEZ pays the monetary penalty, and if no further cause for
9 disciplinary action against the real estate license of Respondent occurs within two (2) years from
10 the effective date of the Decision, the stay hereby granted shall become permanent.

11 2. The remaining thirty (30) days of said suspension shall be stayed for two (2)
12 years upon the following terms and conditions:

13 a. MARQUEZ shall obey all laws, rules and regulations governing the rights,
14 duties and responsibilities of a real estate licensee in the State of California, and,

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

21 c. One (1) year after the effective date of this Order, MARQUEZ may petition
22 Commissioner to make the stay permanent or for a reduction of the suspension and/or stay, and
23 the Commissioner agrees to consider the petition in good faith.

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25 2/6/20

26 DATED

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29 RICHARD K. UNO, Counsel
30 DEPARTMENT OF REAL ESTATE

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I have read the Stipulation and Agreement in Settlement and Order 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 (including but not limited to Sections 11506, 11508, 11509 and 11513 of the Government Code), and I willingly, intelligently, and voluntarily waive those rights, including the right of requiring the Commissioner to prove the allegations in the 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.

2/5/2020

DATED



eXp REALTY OF CALIFORNIA, INC.
Respondent
By: Deborah Penny, Designated Officer

DATED

RAMEY JOSEPH MARQUEZ
Respondent

I have reviewed this Stipulation and Agreement as to form and content and have advised my clients accordingly.

DATED

RICHARD SULLIVAN
Attorney for Respondents

DATED

BRIAN SLOME

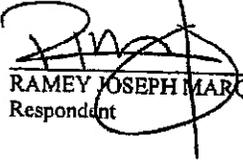
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DATED

2-5-20

DATED

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Respondent
By: Deborah Penny, Designated Officer



RAMEY JOSEPH MARQUEZ
Respondent

I have reviewed this Stipulation and Agreement as to form and content and have advised my clients accordingly.

DATED

RICHARD SULLIVAN
Attorney for Respondents

DATED

BRIAN SLOME

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8 right to cross-examine witnesses against me and to present evidence in defense and mitigation
9 of the charges.

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DATED

_____ eXp REALTY OF CALIFORNIA, INC.
Respondent
By: Deborah Penny, Designated Officer

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DATED

_____ RAMEY JOSEPH MARQUEZ
Respondent

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19
20 *I have reviewed this Stipulation and Agreement as to form and content and have*
21 *advised my clients accordingly.*

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4/5/20
DATED

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RICHARD SULLIVAN
Attorney for Respondents

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eXp REALTY OF CALIFORNIA, INC.
Respondent
By: Deborah Penny, Designated Officer

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* * *

I have reviewed this Stipulation and Agreement as to form and content and have advised my clients accordingly.

DATED

RICHARD SULLIVAN
Attorney for Respondents



DATED

BRIAN SLOME
Attorney for Respondents

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The foregoing Stipulation and Agreement In Settlement and Order is hereby adopted by the Real Estate Commissioner as her Decision and Order and shall become effective at 12 o'clock noon on APR 06 2020.

IT IS SO ORDERED 3/6/20.

SANDRA KNAU
ACTING REAL ESTATE COMMISSIONER

