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2 The acts and/or omissions of FCMC, as described in the Accusation, are grounds
3 for the suspension or revocation of the license and license rights of FCMC under Business and
4 Professions Code ("Code") Sections 10145, 10166.051, 10166.07, 10176(e), 10177(d), 10177(g),
5 10231.1, 10232(e), 10232.25(a), and 10232.2(a) and (c), in conjunction with the California Code
6 of Regulations ("Regulations"), Title 10, Sections 2831.1, 2834, 2835, 2832(e), 2846.5, 2846.7,
7 2846.8, 2945.1, and 2945.4.

8 ORDER

9 All licenses and licensing rights of FCMC under the Real Estate Law are
10 suspended for a period of one-hundred twenty (120) days from the effective date of this
11 Order; provided, however, that:

12 1. Sixty (60) days of said suspension shall be stayed upon the condition that
13 FCMC petitions pursuant to Section 10175.2 of the Code and pays a monetary penalty
14 pursuant to Section 10175.2 of the Code, at a rate of \$150 for each day of the suspension, for a
15 total monetary penalty of \$9,000.00.

16 a. Said payment shall be in the form of a cashier's check made payable to
17 the Department of Real Estate and must be delivered to the Department of Real Estate, Flag
18 Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective date of this
19 Order.

20 b. No further cause for disciplinary action against the real estate license
21 of FCMC occurs within two (2) years from the effective date of the Order in this matter.

22 c. If FCMC fails to pay the monetary penalty in accordance with the
23 terms and conditions of the Decision, the Commissioner may, without a hearing, order the
24 immediate execution of all or any part of the stayed suspension, in which event, FCMC shall not
25 be entitled to any repayment nor credit, prorated or otherwise, for money paid to the Department
26 under the terms of this decision.

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1 d. If FCMC pays the monetary penalty, and if no further cause for
2 disciplinary action against the real estate license of FCMC occurs within two (2) years from the
3 effective date of the Decision herein, then the stay hereby granted shall become permanent.

4 2. The remaining sixty (60) days of said suspension shall be stayed for two (2)
5 years upon the following terms and conditions:

6 a. FCMC shall obey all laws, rules and regulations governing the rights,
7 duties and responsibilities of a real estate licensee in the State of California, and

8 b. That no final subsequent determination be made, after hearing or
9 upon stipulation, that cause for disciplinary action occurred within two (2) years from the
10 effective date of this Order. Should such a determination be made, the Commissioner may,
11 in her discretion, vacate and set aside the stay order and re-impose all or a portion of the
12 stayed suspension. Should no such determination be made, the stay imposed herein shall
13 become permanent.

14 3. The license and licensing rights of FCMC are indefinitely suspended
15 unless or until FCMC pays the sum of \$1,414.94 for the Commissioner's reasonable costs of
16 the investigation and enforcement which led to this disciplinary action. Said payment shall be
17 in the form of a cashier's check or certified check made payable to the Department of Real
18 Estate. The investigative and enforcement costs must be delivered to the Department of Real
19 Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective
20 date of this Order.


21 4. FCMC shall pay the sum of \$4,714.00 for the Commissioner's cost of the
22 audit that led to this disciplinary action. FCMC shall pay such cost within sixty (60) days of
23 receiving an invoice from the Commissioner. The Commissioner shall indefinitely suspend the
24 license and licensing rights of FCMC pending a hearing held in accordance with Section 11500,
25 et seq., of the Government Code, if payment is not timely made as provided for herein, or as
26 provided for in a subsequent agreement between FCMC and the Commissioner. The suspension
27 shall remain in effect until payment is made in full or until FCMC enters into an agreement

1 satisfactory to the Commissioner to provide for payment, or until a decision providing otherwise
2 is adopted following a hearing held pursuant to this condition.

3 5. FCMC shall pay the Commissioner's costs, not to exceed \$5,892.5 of any
4 audit conducted pursuant to Section 10148 of the Code to determine if FCMC has corrected the
5 violations described in the Determination of Issues, above, and any other violations found in the
6 audit that led to this disciplinary action. In calculating the amount of the Commissioner's
7 reasonable cost, the Commissioner may use the estimated average hourly salary for all persons
8 performing audits of real estate brokers, and shall include an allocation for travel time to and
9 from the auditor's place of work. FCMC shall pay such cost within sixty (60) days of receiving
10 an invoice therefore from the Commissioner detailing the activities performed during the audit
11 and the amount of time spent performing those activities. If FCMC fails to pay such cost within
12 the sixty (60) days, the Commissioner shall indefinitely suspend the license and licensing rights
13 of FCMC under the Real Estate Law until payment is made in full or until FCMC enters into an
14 agreement satisfactory to the Commissioner to provide for payment. Upon full payment, the
15 indefinite suspension provided for in this paragraph shall be stayed.

16
17 12/07/2020

18 DATED

17 
18 ADRIANA Z. BADILAS, Counsel
19 Department of Real Estate

20 * * *

21 I have read the Stipulation and Agreement, have discussed it with my counsel,
22 and its terms are understood by me and are agreeable and acceptable to me. I understand that I
23 am waiving rights given to me by the APA (including but not limited to Sections 11506,
24 11508, 11509, and 11513 of the Government Code), and I willingly, intelligently, and
25 voluntarily waive those rights, including the right of requiring the Commissioner to prove the
26 allegations in the Accusation at a hearing at which I would have the right to cross-examine
27 witnesses against me and to present evidence in defense and mitigation of the charges.

1 FCMC can signify acceptance and approval of the terms and conditions of this
2 Stipulation and Agreement by faxing a copy of the signature page, as actually signed by a
3 lawful representative of FCMC, to the Department at fax number (916) 263-3767 or by e-mail
4 to adriana.badilas@DRE.ca.gov. FCMC agrees, acknowledges, and understands that by
5 electronically sending to the Department a fax copy of FCMC's actual signature as it appears
6 on the Stipulation and Agreement, that receipt of the faxed copy by the Department shall be as
7 binding on FCMC as if the Department had received the original signed Stipulation and
8 Agreement.

9
10 11/5/2020
11 DATED

D. Knight
DONALD KNIGHT
Corporate Counsel for Respondent FCMC

12 * * *
13 *I have reviewed this Stipulation and Agreement as to form and content and*
14 *have advised my clients accordingly.*

15 11/13/20
16 DATED

James R. McGuire
JAMES R. MCGUIRE
BUCKLEY LLP
Attorney for FCMC

18 * * *
19 The foregoing Stipulation and Agreement In Settlement and Order is hereby
20 adopted by the Real Estate Commissioner as her Decision and Order and shall become
21 effective at 12 o'clock noon on **APR 06 2021**

22 IT IS SO ORDERED **FEB 12 2021**

23 DOUGLAS McCAULEY
24 REAL ESTATE COMMISSIONER

25
26 Douglas P. McCauley
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