

1 DEPARTMENT OF REAL ESTATE
2 P. O. Box 187000
3 Sacramento, CA 95818-7000
4
5 Telephone: (916) 227-0789
6
7

FILED
JUN 12 2007

DEPARTMENT OF REAL ESTATE

By Anne Shann

8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of)
12) NO. H-9666 SF
13 RAUL GONZALEZ,) STIPULATION AND AGREEMENT
14 Respondent.)

15 It is hereby stipulated by and between Respondent RAUL
16 GONZALEZ (hereinafter referred to as "Respondent"), acting in
17 pro per, and the Complainant, acting by and through Michael B.
18 Rich, Counsel for the Department of Real Estate, as follows for
19 the purpose of settling and disposing of the Accusation filed on
20 August 18, 2006, in this matter ("the Accusation"):

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

1 2. Respondent has received, read and understands the
2 Statement to Respondent, the Discovery Provisions of the APA and
3 the Accusation filed by the Department of Real Estate in this
4 proceeding.

5 3. On August 30, 2006, Respondent filed a Notice of
6 Defense pursuant to Section 11505 of the Government Code for the
7 purpose of requesting a hearing on the allegations in the
8 Accusation. Respondent hereby freely and voluntarily withdraws
9 said Notice of Defense. Respondent acknowledges that Respondent
10 understands that by withdrawing said Notice of Defense
11 Respondent will thereby waive Respondent's right to require the
12 Commissioner to prove the allegations in the Accusation at a
13 contested hearing held in accordance with the provisions of the
14 APA and that Respondent will waive other rights afforded to
15 Respondent in connection with the hearing such as the right to
16 present evidence in defense of the allegations in the Accusation
17 and the right to cross-examine witnesses.

18 4. Respondent, pursuant to the limitations set forth
19 below, hereby admits that the factual allegations in the
20 Accusation pertaining to Respondent are true and correct and
21 stipulates and agrees that the Real Estate Commissioner shall
22 not be required to provide further evidence of such allegations.

23 5. It is understood by the parties that the Real
24 Estate Commissioner may adopt the Stipulation and Agreement as
25 his decision in this matter, thereby imposing the penalty and
26 sanctions on Respondent's real estate license and license rights
27 as set forth in the "Order" below. In the event that the

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

6 6. This Stipulation and Agreement shall not
7 constitute an estoppel, merger or bar to any further
8 administrative or civil proceedings by the Department of Real
9 Estate with respect to any matters which were not specifically
10 alleged to be causes for accusation in this proceeding.

11 DETERMINATION OF ISSUES

12 By reason of the foregoing stipulations, admissions
13 and waivers and solely for the purpose of settlement of the
14 pending Accusation without hearing, it is stipulated and agreed
15 that the following Determination of Issues shall be made:

16 I

17 The acts and omissions of Respondent RAUL GONZALEZ,
18 described in the Accusation are grounds for the suspension or
19 revocation of the licenses and license rights of Respondent
20 under the provisions of Section 10176(a) and (i), and Section
21 10177(g) of the California Business and Professions Code.

22 ///

23 //

24 /

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7

2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7

3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7

6
7
8
9
0
1
2
3
4
5
6
7

- 1
- 2
- 3
- 4
- 5
- 6
- 7

1 3. Respondent shall not be eligible to apply for the
2 issuance of an unrestricted real estate license nor for the
3 removal of any of the conditions, limitations, or restrictions
4 of a restricted license until two (2) years have elapsed from
5 the effective date of this Decision.

6 4. Respondent shall, within nine (9) months from the
7 effective date of this Decision, present evidence satisfactory
8 to the Real Estate Commissioner that Respondent has, since the
9 most recent issuance of an original or renewal real estate
10 license, taken and successfully completed the continuing
11 education requirements of Article 2.5 of Chapter 3 of the Real
12 Estate Law for renewal of a real estate License. If Respondent
13 fails to satisfy this condition, the Commissioner may order the
14 suspension of the restricted licenses until Respondent presents
15 such evidence. The Commissioner shall afford Respondent the
16 opportunity for a hearing pursuant to the Administrative
17 Procedure Act to present such evidence.

18 5. Any restricted real estate broker license issued
19 to Respondent may be suspended or revoked for a violation by
20 Respondent of any of the conditions attaching to the restricted
21 license.

22
23 May 10, 2007
24 DATED

Michael B. Rich
MICHAEL B. RICH, Counsel
Department of Real Estate

25 ///

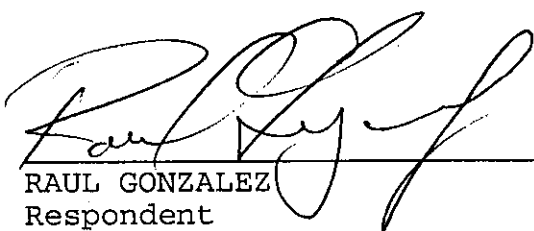
26 //

27 /

* * *

I have read the Stipulation and Agreement 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.

5/4/2007
DATED

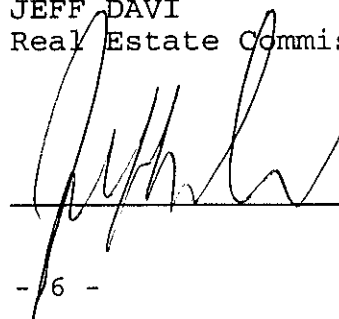

RAUL GONZALEZ
Respondent

* * *

The foregoing Stipulation and Agreement is hereby
adopted by as my Decision in this matter as to Respondent RAUL
GONZALEZ, and shall become effective at 12 o'clock noon on
JUL 02 2007

IT IS SO ORDERED 6/6, 2007.

JEFF DAVI
Real Estate Commissioner



RAUL GONZALEZ

1 MICHAEL B. RICH, Counsel
2 State Bar No. 84257
3 Department of Real Estate
4 P. O. Box 187007
5 Sacramento, CA 95818-7007
6
7 Telephone: (916) 227-0789

FILED
AUG 18 2006

DEPARTMENT OF REAL ESTATE

By S. El

8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of)
12 RAUL GONZALEZ,) NO. H-9666 SF
13 Respondent.) ACCUSATION
14 _____)

15
16 The Complainant, CHARLES W. KOENIG, a Deputy Real
17 Estate Commissioner of the State of California, for cause of
18 Accusation against RAUL GONZALEZ (hereinafter "Respondent"), is
19 informed and alleges as follows:

20 I

21 The Complainant, CHARLES W. KOENIG, a Deputy Real
22 Estate Commissioner of the State of California, makes this
23 Accusation against Respondent in his official capacity.

24 ///

25 ///

26 ///

27 ///

1 II

2 Respondent is presently licensed and/or has license
3 rights under the Real Estate Law, Part 1 of Division 4 of the
4 California Business and Professions Code (hereinafter "Code"),
5 as a real estate broker.

6 III

7 At all times mentioned herein during the three year
8 period next preceding to the filing of this Accusation,
9 Respondent engaged in the business of, acted in the capacity of,
10 advertised, or assumed to act as a real estate broker within the
11 State of California within the meaning of Sections 10131(a) of
12 the Code, including the operation and conduct of a real estate
13 resale brokerage with the public wherein, on behalf of others,
14 for compensation or in expectation of compensation, Respondent
15 sold or offered to sell, bought or offered to buy, solicited
16 prospective sellers or purchases of, solicited or obtained
17 listings of, and/or negotiated the purchase or sale of real
18 property.

19 IV

20 On or about August 19, 2003, on behalf of Javier
21 Franco and Maria Del Carmen Franco (hereinafter "Buyers"),
22 Respondent submitted a RESIDENTIAL PURCHASE AGREEMENT AND JOINT
23 ESCROW INSTRUCTIONS (hereinafter "Agreement") to Union City
24 Mortgage Co., Inc., a licensed corporate real estate broker
25 doing business under the fictitious name of ReMax Tri Valley
26 (hereinafter "Sellers' Agent") on behalf of Louis Alaniz and
27 Lourdes Alaniz (hereinafter "Sellers) relating to real property

1 located at 1221 - 136th Avenue in San Francisco, California
2 (hereinafter "property").

3 V

4 On or about August 26, 2003, pursuant to acceptance of
5 a counteroffer, the Sellers signed the Agreement accepting the
6 offer on the Property.

7 VI

8 The Agreement provided, in pertinent part, that ". . .
9 Buyer has given a deposit in the amount of \$1,000 to the agent
10 submitting the offer by personal check made payable to Fidelity
11 National Title which shall be held uncashed until Acceptance and
12 then deposited within 3 business days after Acceptance."
13 However, Respondent had not received a deposit from the Buyer in
14 any amount at the time the Agreement was presented or accepted.

15 VII

16 Respondent also failed to place a \$1,000 deposit with
17 the subsequently designated title company or any other title or
18 escrow company within three (3) business days of acceptance of
19 the offer in favor of the Sellers.

20 VIII

21 Respondent's representation that he was in receipt of
22 the \$1,000 deposit was false, and was known by Respondent to be
23 false at the time he made it.

24 IX

25 The acts and/or omissions of Respondent described
26 above are grounds for the revocation or suspension of all

27 ///

1 Respondent's licenses under Sections 10176(a) and (i) and/or
2 10177(g) of the Code.

3 WHEREFORE, Complainant prays that a hearing be
4 conducted on the allegations of this Accusation and that upon
5 proof thereof, a decision be rendered imposing disciplinary
6 action against all licenses and license rights of Respondent,
7 under the Real Estate Law (Part 1 of Division 4 of the Business
8 and Professions Code) and for such other and further relief as
9 may be proper under other provisions of law.

10
11 
12 CHARLES W. KOENIG
Deputy Real Estate Commissioner

13 Dated at Sacramento, California,
14 this 17th day of August, 2006.
15
16
17
18
19
20
21
22
23
24
25
26
27