

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

4 Telephone: (916) 227-0789

FILED

OCT 28 2009

DEPARTMENT OF REAL ESTATE

By K. Mer

8 BEFORE THE DEPARTMENT OF REAL ESTATE

9 STATE OF CALIFORNIA

10 \* \* \*

11 In the Matter of the Accusation of ) NO. H-10662 SF  
12 )  
13 GERALD STEVEN GONZALES, ) STIPULATION AND AGREEMENT  
14 ) IN SETTLEMENT  
15 ) AND ORDER  
16 Respondent. )

17 It is hereby stipulated by and between GERALD STEVEN GONZALES  
18 (hereinafter "Respondent"), and their attorney of record, Edgardo Gonzalez, and the  
19 Complainant, acting by and through Richard K. Uno, Counsel for the Department of Real Estate,  
20 as follows for the purpose of settling and disposing of the Accusation filed on April 30, 2009, in  
21 this matter:

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

27 ///

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

4                   3. A Notice of Defense was filed on May 18, 2009 by Respondent, by and  
5 through his attorney, Edgardo Gonzalez, pursuant to Section 11505 of the Government Code for  
6 the purpose of requesting a hearing on the allegations in the Accusation. Respondent hereby  
7 freely and voluntarily withdraws said Notice of Defense. Respondent acknowledges that he  
8 understands that by withdrawing said Notice of Defense he will thereby waive his right to  
9 require the Commissioner to prove the allegations in the Accusation at a contested hearing held  
10 in accordance with the provisions of the APA and that he will waive other rights afforded to him  
11 in connection with the hearing such as the right to present evidence in defense of the allegations  
12 in the Accusation and the right to cross-examine witnesses.

13                   4. This Stipulation is based on the factual allegations contained in the  
14 Accusation. In the interests of expedience and economy, Respondent chooses not to contest  
15 these allegations, but to remain silent and understand that, as a result thereof, these factual  
16 allegations, without being admitted or denied, will serve as a prima facie basis for the  
17 disciplinary action stipulated to herein. The Real Estate Commissioner shall not be required to  
18 provide further evidence to prove said factual allegations.

19                   5. It is understood by the parties that the Real Estate Commissioner may adopt  
20 the Stipulation and Agreement in Settlement and Order as his decision in this matter thereby  
21 imposing the penalty and sanctions on Respondent's real estate license and license rights as  
22 set forth in the below "Order". In the event that the Commissioner in his discretion does not  
23 adopt the Stipulation and Agreement in Settlement and Order, it shall be void and of no effect,  
24 and Respondent shall retain the right to a hearing and proceeding on the Accusation under all  
25 the provisions of the APA and shall not be bound by any admission or waiver made herein.

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27 ///



1 C. That Respondent petitions pursuant to Section 10175.2 of the Code and pays a  
2 monetary penalty pursuant to Section 10175.2 of the Code at an equal rate of \$75.00 for each  
3 day of the thirty (30) day suspension for a total monetary penalty of \$2,250.00:


4 1. Said payment shall be in the form of a cashier's check or certified check made  
5 payable to the Recovery Account of the Real Estate Fund. Said check must be delivered to the  
6 Department prior to the effective date of the Order in this matter.

7 2. No further cause for disciplinary action against the real estate license of said  
8 Respondent occurs within two (2) years from the effective date of the decision in this matter.

9 3. If Respondent fails to pay the monetary penalty as provided above prior to the  
10 effective date of this Order, the stay of the suspension shall be vacated and the order of  
11 suspension shall be immediately executed, under this Paragraph I of this Order, in which event  
12 Respondent shall not be entitled to any repayment nor credit, prorated or otherwise, for the  
13 money paid to the Department under the terms of this Order.

14 D. If Respondent pays the monetary penalty and any other moneys due under  
15 this Stipulation and Agreement in Settlement and Order and if no further cause for disciplinary  
16 action against the real estate license of Respondent occurs within two (2) years from the  
17 effective date of this Order, the entire stay hereby granted under Paragraph I of this Order, shall  
18 become permanent.

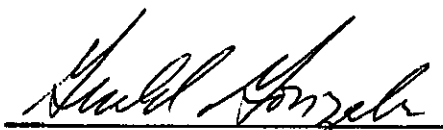
19  
20 DATED: 9/1/09

  
RICHARD K. UNO, Counsel  
DEPARTMENT OF REAL ESTATE

21  
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23 \* \* \*

24 I have read the Stipulation and Agreement in Settlement and Order, have  
25 discussed it with my counsel, and its terms are understood by me and are agreeable and  
26 acceptable to me. I understand that I am waiving rights given to me by the California  
27 Administrative Procedure Act (including but not limited to Sections 11506, 11508, 11509 and

1 11513 of the Government Code), and I willingly, intelligently, and voluntarily waive those  
 2 rights, including the right of requiring the Commissioner to prove the allegations in the  
 3 Accusation at a hearing at which I would have the right to cross-examine witnesses against me  
 4 and to present evidence in defense and mitigation of the charges.

5  
 6 DATED: 08/22/09   
 7  
 8 GERALD STEVEN GONZALES  
 9 Respondent

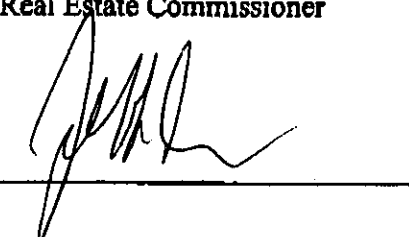
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10 I have reviewed the Stipulation and Agreement in Settlement and Order as to  
 11 form and content and have advised my client accordingly.

12  
 13 DATED: 8/22/09   
 14  
 15 EDGARDO GONZALEZ  
 16 Attorney for Respondent

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17 The foregoing Stipulation and Agreement in Settlement and Order is hereby  
 18 adopted by the Real Estate Commissioner as his Decision and Order and shall become effective  
 19 at 12 o'clock noon on NOV 12 2009

20 IT IS SO ORDERED JD - 2/1/09  
 21  
 22 JEFF DAVI  
 23 Real Estate Commissioner  
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 26  
 27

1 RICHARD K. UNO, Counsel (SBN 9825)  
2 Department of Real Estate  
3 P. O. Box 187007  
4 Sacramento, CA 95818-7007

5 Telephone: (916) 227-2380

FILED

APR 30 2009

DEPARTMENT OF REAL ESTATE

By K. Mar

8 BEFORE THE DEPARTMENT OF REAL ESTATE

9 STATE OF CALIFORNIA

10 \* \* \*

11 In the Matter of the Accusation of ) No. H-10662 SF  
12 )  
13 GERALD STEVEN GONZALES, ) ACCUSATION  
14 )  
15 Respondent. )

16 The Complainant, E. J. Haberer, II, a Deputy Real Estate Commissioner of the  
17 State of California for cause of Accusation against GERALD STEVEN GONZALES  
18 (hereinafter "Respondent GONZALES"), is informed and alleges as follows:

19 1

20 The Complainant makes this Accusation in his official capacity.

21 2

22 Respondent GONZALES is licensed and/or has license rights under the Code  
23 as a real estate salesperson. At all times mentioned herein Respondent GONZALES was  
24 employed as a licensed real estate salesperson by Northern California Home Mortgages, Inc.

25 3

26 On or about November 1, 2008, Respondent GONZALES, acting on behalf of  
27 William Tucker and Barbara Tucker (hereinafter the "Buyers"), submitted a California  
Residential Purchase Agreement and Joint Escrow Instructions (hereinafter the "Agreement")  
dated November 1, 2008 for the real property located at 2000 Finger Point Road, Antioch,

1 California (hereinafter the "Property"), to LPS Asset Management Solutions (hereinafter the  
2 "Seller") through Jennifer Tiscareno.

3 4

4 The Buyers applied for a purchase money loan from the Veteran's Administration  
5 (hereinafter "VA"). On approximately December 24, 2008 the VA required that certain  
6 conditions be met before agreeing to fund the loan, including the repair of termite damage to  
7 the home.

8 5

9 On or about December 24, 2008, Respondent GONZALES without the Buyers'  
10 knowledge or consent contacted Home Guard and contracted, in his own name, on behalf of the  
11 buyers to have Home Guard repair the termite damage to the property. Respondent Gonzales  
12 then notified the Seller's agent that said repairs would be done as required by the VA.

13 6


14 When the buyers learned that Respondent Gonzales had authorized the above  
15 mentioned repairs without their knowledge or consent, they refused to accept responsibility for  
16 payment for these repairs and cancelled the purchase transaction.

17 7

18 The acts and/or omissions of Respondent Gonzales described above are grounds  
19 for the revocation or suspension of all Respondent GONZALES' licenses under Section  
20 10177(g) of the Code.

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

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9 E. J. HABERER, II  
10 Deputy Real Estate Commissioner

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Dated at Oakland, California,  
this 29<sup>th</sup> day of April 2009.