

1 MARY F. CLARKE, Counsel (SBN 186744)
Department of Real Estate
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FILED

FEB - 9 2010

DEPARTMENT OF REAL ESTATE

By K. Contreras

8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of)
12)
13 IBIS UNIVERSAL CORPORATION,)
a Corporation,)
14 MIGUEL A. BILBAO, and)
NAQIB SHOKOOR,)
15)
Respondents.)
16)

NO. H-10706 SF

STIPULATION AND AGREEMENT
IN SETTLEMENT
AND ORDER

(As to Naqib Shokoor Only)

17 It is hereby stipulated by and between Respondent NAQIB SHOKOOR (herein
18 "Respondent"), and the Complainant, acting by and through Mary F. Clarke, Counsel for the
19 Department of Real Estate (herein "the Department"), as follows for the purpose of settling and
20 disposing of the Accusation filed on June 17, 2009, 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 (herein
24 APA), shall instead and in place thereof be submitted solely on the basis of the provisions of this
25 Stipulation and Agreement in Settlement and Order.

26 2. Respondent has received, read and understands the Statement to Respondent, the
27 Discovery Provisions of the APA, and the Accusation filed by the Department in this proceeding.

1 3. Respondent submitted a settlement proposal in lieu of a Notice of Defense,
2 received by the Department on November 2, 2009.

3 4. Respondent, pursuant to the limitations set forth below, hereby admits that the
4 factual allegations pertaining to him in the Accusation filed in this proceeding are true and
5 correct and the Real Estate Commissioner shall not be required to provide further evidence of
6 such allegations.

7 5. It is understood by the parties that the Real Estate Commissioner may adopt
8 the Stipulation and Agreement in Settlement as his decision in this matter thereby imposing the
9 penalty and sanctions on Respondent's real estate license and license rights as set forth in the
10 below "Order". In the event that the Commissioner in his discretion does not adopt the
11 Stipulation and Agreement in Settlement, it shall be void and of no effect.

12 6. The Order or any subsequent Order of the Real Estate Commissioner made
13 pursuant to this Stipulation and Agreement in Settlement shall not constitute an estoppel, merger,
14 or bar to any further administrative or civil proceedings by the Department with respect to any
15 matters which were not specifically alleged to be causes for accusation in this proceeding.

16 DETERMINATION OF ISSUES

17 I

18 The acts and omissions of Respondents as described in the Accusation are
19 grounds for the suspension or revocation of the license and license rights of Respondent
20 SHOKOOR under the following provisions of the Code, and/or Regulations:

- 21 (a) as to Paragraph 10 (e) and Respondent SHOKOOR under Sections 10240 and
22 10241 of the Code in conjunction with Section 10177(d) of the Code.

23 ORDER

24 The license and licensing rights of Respondent SHOKOOR under the Real
25 Estate Law are suspended for a period of ninety (90) days, effective upon reinstatement from
26 the conditional license suspension.

1 11-9-09

2 DATED

MARY F. CLARKE, Counsel
DEPARTMENT OF REAL ESTATE

3 ***

4 I have read the Stipulation and Agreement in Settlement and its terms are
5 understood by me and are agreeable and acceptable to me.

6
7 12/12/09

8 DATED

NAQIB SHOKOOR, Respondent

9 ***

10 The foregoing Stipulation and Agreement is hereby adopted by me as my Decision
11 in this matter and shall become effective at 12 o'clock noon on March 1, 2010

12
13 IT IS SO ORDERED

1-28-10

14 JEFF DAVI
15 Real Estate Commissioner

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1 MARY F. CLARKE, Counsel (SBN 186744)
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FILED

DEC 22 2009

DEPARTMENT OF REAL ESTATE

By B. Contreras

8 BEFORE THE DEPARTMENT OF REAL ESTATE

9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of)
12)
13 IBIS UNIVERSAL CORPORATION,)
14 a Corporation,)
15 MIGUEL A. BILBAO, and)
16 NAQIB SHOKOOR,)
17 Respondents.)

NO. H-10706 SF

STIPULATION AND AGREEMENT

IN SETTLEMENT AND ORDER

(As to IBIS Universal Corporation
and Miguel A. Bilboa, Only)

17 It is hereby stipulated by and between Respondents IBIS UNIVERSAL
18 CORPORATION (herein "IBIS") and MIGUEL A. BILBAO (herein "BILBAO") (herein jointly
19 "Respondents"), individually and jointly, by and through Joshua A. Rosenthal, attorney of record
20 herein for Respondents IBIS and BILBAO, and the Complainant, acting by and through Mary F.
21 Clarke, Counsel for the Department of Real Estate (herein "the Department"), as follows for the
22 purpose of settling and disposing of the Accusation filed on June 17, 2009, in this matter:

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

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

4 3. A Notice of Defense was filed on July 3, 2009, by Respondents IBIS and
5 BILBAO, pursuant to Section 11505 of the Government Code for the purpose of requesting a
6 hearing on the allegations in the Accusation. Respondents hereby freely and voluntarily
7 withdraw said Notice of Defense. Respondents acknowledge that they understand that by
8 withdrawing said Notice of Defense they will thereby waive their right to require the Real Estate
9 Commissioner to prove the allegations in the Accusation at a contested hearing held in
10 accordance with the provisions of the APA and that they will waive other rights afforded to them
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 and Agreement in Settlement and Order is based on the
14 factual allegations contained in the Accusation. In the interests of expedience and economy,
15 Respondents chose not to contest these allegations, but to remain silent and understand that, as a
16 result thereof, these factual allegations, without being admitted or denied, will serve as a prima
17 facie basis for the disciplinary action stipulated to herein. The Real Estate Commissioner shall
18 not be required to 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 Respondents' real estate licenses and license rights as set
22 forth in the below "Order". In the event that the Real Estate Commissioner in his discretion does
23 not adopt the Stipulation and Agreement in Settlement and Order, it shall be void and of no
24 effect, and Respondents shall retain the right to a hearing and proceeding on the Accusation
25 under all the provisions of the APA, and shall not be bound by any admission or waiver made
26 herein.

27 \\\

1 6. The Order or any subsequent Order of the Real Estate Commissioner made
2 pursuant to this Stipulation and Agreement in Settlement and Order shall not constitute an
3 estoppel, merger, or bar to any further administrative or civil proceedings by the Department
4 with respect to any matters which were not specifically alleged to be causes for accusation in this
5 proceeding.

6 7. Respondents understand that by agreeing to this Stipulation and Agreement
7 in Settlement and Order, Respondent IBIS agrees to pay, pursuant to Section 10148 of the
8 California Business and Professions Code (herein the "Code"), the cost of the audit which
9 resulted in the determination that Respondents committed the violations found in Paragraph I,
10 below, of the Determination of Issues. The amount of said cost is \$4,827.31.

11 8. Respondents further understand that by agreeing to this Stipulation and
12 Agreement in Settlement and Order, the findings set forth below in the Determination of Issues
13 become final, and that the Real Estate Commissioner may charge Respondent IBIS for the costs
14 of any audit conducted pursuant to Section 10148 of the Code to determine if the violations
15 found in Paragraph I, below, of the Determination of Issues have been corrected. The maximum
16 cost of said audit shall not exceed \$4,827.31.

17
18 DETERMINATION OF ISSUES

19 I

20 The acts and omissions of Respondent IBIS as described in the Accusation are
21 grounds for the suspension or revocation of the licenses and license rights of Respondent IBIS
22 as to Paragraph 10 (d) under Section 2726 of Chapter 6, Title 10, of the California Code of
23 Regulations (herein "the Regulations") in conjunction with Section 10177(d) of the Code; and,
24 as to Paragraph 10 (e) under Sections 10240 and 10241 of the Code in conjunction with
25 Section 10177(d) of the Code.

26 \\\

27 \\\

1 ORDER

2 I

3 All licenses and licensing rights of Respondent IBIS under the Real Estate Law
4 are suspended for a period of sixty (60) days from the effective date of this Order; provided,
5 however, that:

6 1. Thirty (30) days of said suspension shall be stayed for two (2) years upon the
7 following terms and conditions:

- 8 (a) Respondent IBIS shall obey all laws, rules and regulations
9 governing the rights, duties and responsibilities of a real estate
10 licensee in the State of California; and,
- 11 (b) That no final subsequent determination be made, after hearing or
12 upon stipulation, that cause for disciplinary action occurred
13 within two (2) years from the effective date of this Orde Should
14 such a determination be made, the Real Estate Commissioner
15 may, in his discretion, vacate and set aside the stay order and
16 reimpose all or a portion of the stayed suspension. Should no
17 such determination be made, the stay imposed herein shall
18 become permanent.

19 2. The remaining thirty (30) days of said 60-day suspension shall be stayed upon
20 the condition that Respondent IBIS petition pursuant to Section 10175.2 of the Code and pay a
21 monetary penalty pursuant to Section 10175.2 of the Code at a rate of \$200.00 for each day of
22 the suspension for a total monetary penalty of \$6,000.00:

- 23 (a) Said payment shall be in the form of a cashier's check or
24 certified check made payable to the Recovery Account of
25 the Real Estate Fund. Said check must be delivered to the
26 Department prior to the effective date of the Order in this
27 matter.

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(b) No further cause for disciplinary action against the real estate licenses of Respondent IBIS occurs within two (2) years from the effective date of the Decision in this matter.

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

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

3. Pursuant to Section 10148 of the Code, Respondent IBIS shall pay the sum of

\$4,827.31 for the Real Estate Commissioner's cost of the audit which led to this disciplinary action. Respondent IBIS shall pay such cost within sixty (60) days of receiving an invoice therefor from the Real Estate Commissioner. The Real Estate Commissioner may indefinitely suspend all licenses and licensing rights pending a hearing held in accordance with Section 11500, et seq., of the Government Code, if payment is not timely made as provided for herein, or as provided for in a subsequent agreement between Respondent IBIS and the Real Estate Commissioner. The suspension shall remain in effect until payment is made in full or until Respondent IBIS enters into an agreement satisfactory to the Real Estate Commissioner to

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

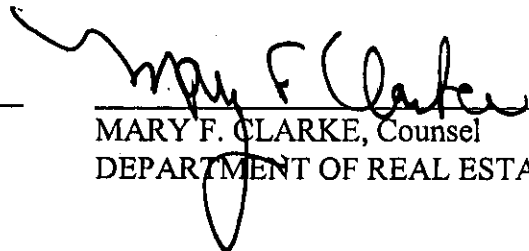
3 4. Respondent IBIS, shall pay the Real Estate Commissioner's costs, not to
4 exceed \$4,827.31, of any audit conducted pursuant to Section 10148 of the Code to determine if
5 Respondent IBIS has corrected the violations described in Paragraph I of the Determination of
6 Issues, above. In calculating the amount of the Real Estate Commissioner's reasonable cost, the
7 Real Estate 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. Respondent IBIS shall pay such cost within sixty (60) days of
10 receiving an invoice therefore from the Real Estate Commissioner detailing the activities
11 performed during the audit and the amount of time spent performing those activities. If
12 Respondent IBIS fails to pay such cost within the sixty (60) days, the Real Estate Commissioner
13 may indefinitely suspend all licenses and licensing rights of Respondent IBIS under the Real
14 Estate Law until payment is made in full or until Respondent IBIS enters into an agreement
15 satisfactory to the Real Estate Commissioner to provide for payment. Upon payment in full, the
16 indefinite suspension provided in this paragraph shall be stayed.

17 II

18 The Accusation as to Respondent BILBAO shall be dismissed.

19
20 11-23-09

21 DATED

20 
21 MARY F. CLARKE, Counsel
22 DEPARTMENT OF REAL ESTATE

23 I have read the Stipulation and Agreement in Settlement and Order and its terms
24 are understood by me and are agreeable and acceptable to me. I understand that I am waiving
25 rights given to me by the California APA (including but not limited to Sections 11506, 11508,
26 11509, and 11513 of the Government Code), and willingly, intelligently, and voluntarily waive
27 those rights, including the right of requiring the Real Estate Commissioner to prove the

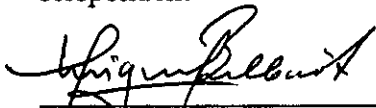
1 allegations in the Accusation at a hearing at which I would have the right to cross-examine
2 witnesses against me and to present evidence in defense and mitigation of the charges.

3 IBIS UNIVERSAL CORPORATION
4 Respondent

5 11/13/09


6 DATED

By:


7 MIGUEL A. BILBAO
8 Designated Officer - Broker

9 11/13/09

10 DATED



11 MIGUEL A. BILBAO
12 Respondent

13 ***

14 I have reviewed the Stipulation and Agreement in Settlement and Order as to form
15 and content and have advised my clients accordingly.

16 11/17/09

17 DATED


18 JOSHUA A. ROSENTHAL
19 Attorney for Respondents

20 ***

21 The foregoing Stipulation and Agreement in Settlement and Order is hereby
22 adopted by me as my Decision in this matter and shall become effective at 12 o'clock noon
23 on January 11, 2010.

24 IT IS SO ORDERED

25 12-9-09

26 JEFF DAVI
27 Real Estate Commissioner

1 MARY F. CLARKE, Counsel (SBN 186744)
Department of Real Estate
2 P. O. Box 187007
Sacramento, CA 95818-7007
3

FILED

JUN 17 2009

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DEPARTMENT OF REAL ESTATE

By K. Contreras

8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of)
12)
IBIS UNIVERSAL CORPORATION,)
13 a Corporation,) NO. H-10706 SF
MIGUEL A. BILBAO, and)
14 NAQIB SHOKOOR,) ACCUSATION
15 Respondents.)
16)

17 The Complainant, E. J. HABERER II, a Deputy Real Estate Commissioner of
18 the State of California, for cause of Accusation against IBIS UNIVERSAL CORPORATION,
19 (herein "IBIS") dba Ibis Universal Mortgage & Loan and Ibis Universal Real Estate, MIGUEL A.
20 BILBAO (herein "BILBAO"), and NAQIB SHOKOOR (herein "SHOKOOR") (herein
21 collectively "Respondents"), is informed and alleges as follows:

22 1

23 The Complainant makes this Accusation in his official capacity.

24 2

25 At all times herein mentioned, Respondents were and now are licensed and/or
26 have license rights under the Real Estate Law (Part 1 of Division 4 of the Business and
27 Professions Code) (herein "the Code").

1 3

2 At all times herein mentioned, IBIS was and now is licensed by the State of
3 California Department of Real Estate (herein the "Department") as a corporate real estate broker
4 by and through BILBAO as designated officer-broker of IBIS to qualify said corporation and to
5 act for said corporation as a real estate broker.

6 4

7 At all times herein mentioned, BILBAO was and now is licensed by the
8 Department as a real estate broker, individually and as designated officer-broker of IBIS. As
9 said designated officer-broker, BILBAO was at all times mentioned herein responsible pursuant
10 to Section 10159.2 of the Code for the supervision of the activities of the officers, agents, real
11 estate licensees, and employees of IBIS for which a license is required.

12 5

13 At all times herein mentioned, SHOKOOR was and now is conditionally licensed
14 by the Department as a real estate salesperson, such conditional license was suspended on or
15 about September 6, 2008, in that SHOKOOR failed to complete the educational requirements
16 pursuant to Section 10153.4 of the Code.

17 6

18 Whenever reference is made in an allegation in this Accusation to an act or
19 omission of IBIS, such allegation shall be deemed to mean that the officers, directors, employees,
20 agents and/or real estate licensees employed by or associated with IBIS committed such act or
21 omission while engaged in the furtherance of the business or operations of such corporate
22 respondent and while acting within the course and scope of their authority and employment.

23 7

24 At all times herein mentioned, Respondents, engaged in the business of, acted
25 in the capacity of, advertised, or assumed to act as real estate brokers within the State of
26 California on behalf of others, for compensation or in expectation of compensation within the
27 meaning of:

- 1 a) Section 10131(a) of the Code, including the operation and conduct of
2 a residential resale brokerage wherein Respondents sell or offer to
3 sell, buy or offer to buy, solicit prospective sellers or purchasers of,
4 solicit or obtain listings of, or negotiate the purchase, sale or
5 exchange of real property or a business opportunity;
- 6 b) Section 10131(d) of the Code, including the operation and conduct
7 of a mortgage loan brokerage wherein Respondents solicit borrowers
8 or lenders for or negotiate loans or collect payments or perform
9 services for borrowers or lenders or note owners in connection with
10 loans secured directly or collaterally by liens on real property or on a
11 business opportunity; and,
- 12 c) Section 10131(e) of the Code, including selling or offering to sell,
13 buying or offering to buy, or exchanging or offering to exchange a
14 real property sales contract, or a promissory note secured directly or
15 collaterally by a lien on real property or on a business opportunity,
16 and performs services for the holders thereof.

17 8

18 In so acting as real estate brokers, Respondents accepted or received funds in trust
19 (herein "trust funds") from or on behalf of lenders, investors, borrowers and others in connection
20 with the mortgage loan brokerage activities described in Paragraph 7, above, and thereafter from
21 time to time made disbursements of said trust funds.

22 9

23 The aforesaid trust funds accepted or received by Respondents were deposited
24 or caused to be deposited by Respondents into "Ibis Universal Corporation," Account # 100-
25 5940851, (herein "Bank #1") maintained by Respondents for the handling of trust funds at the
26 San Jose, California branch of the Wells Fargo Bank.

27 \\\

1
2 Within the three-year period immediately preceding the filing of this Accusation,
3 in connection with the collection and disbursement of said trust funds, Respondents:

- 4 (a) failed to place trust funds entrusted to Respondents into the hands of
5 a principal on whose behalf the funds were received, into a neutral
6 escrow depository, or into a trust fund account in the name of
7 Respondents as trustee at a bank or other financial institution, in
8 conformance with the requirements of Section 10145 of the Code
9 and Section 2832 of Chapter 6, Title 10, California Code of
10 Regulations (herein "the Regulations"), in that Respondents placed
11 such funds in Bank #1, not a designated trust account;
- 12 (b) caused, suffered or permitted money of others which was received
13 and held by Respondents as trustee in Bank #1 to be commingled
14 with Respondents' own money, in violation of Section 10176(e) of
15 the Code;
- 16 (c) failed to keep a columnar record in chronological sequence of all
17 trust funds received and disbursed from Bank #1 containing all the
18 information required by Section 2831 of the Regulations;
- 19 (d) failed to have written agreements with salespersons, Feliberto A.
20 Afaga and Teresita Y. Afaga, in conformance with all the
21 requirements of Section 2726 of the Regulations; and,
- 22 (e) failed to provide mortgage loan disclosure statements and good
23 faith estimates containing all of the required information pursuant
24 to Sections 10240 and 10241 of the Code for the Joshua Sarratt and
25 Catherine M. Perkins loan (#8053562), the Maria P. Gallardo loan
26 (#0202960217), the Alfred G. Keen loan (#004887990), the
27 Marvin and Rosette Ancheta loan (#0000461539), the Braulio and

1 Norma T. Cargo loan (#0047657655), the Fe R. Casem loan
2 (#2156769), the Cedric B. and Janet V. Batiquin loan
3 (#0000495288), the Adrian and Maria E. Garcia loan #40817016),
4 the Janel Marie Nullmeyer loan (#0046227237, and the Seferino
5 Carrillo-Cardenas loan (#177826724).

6 11

7 At all times mentioned herein, Respondent BILBAO failed to exercise reasonable
8 supervision over the acts of Respondent IBIS and its agents and employees in such a manner as
9 to allow the acts and omissions on the part of IBIS, described above, to occur in violation of
10 Sections 10177(g) and (h) and 10159.2 of the Code.

11 12

12 The facts alleged above are grounds for the suspension or revocation of the
13 license and license rights of Respondents under the following provisions of the Code and/or the
14 Regulations:

- 15 (a) as to Paragraph 10 (a) and Respondent IBIS under Section 10145 of the
16 Code and Section 2832 of the Regulations in conjunction with Section
17 10177(d) of the Code;
- 18 (b) as to Paragraph 10 (b) and Respondent IBIS under Section 10176(e)
19 of the Code;
- 20 (c) as to Paragraph 10 (c) and Respondent IBIS under Section 2831
21 of the Regulations in conjunction with Section 10177(d) of the
22 Code;
- 23 (d) as to Paragraph 10 (d) and Respondent IBIS under Section 2726 of
24 the Regulations in conjunction with Section 10177(d) of the Code;
- 25 (e) as to Paragraph 10 (e) and Respondent IBIS and SHOKOOR under
26 Sections 10240 and 10241 of the Code in conjunction with Section
27 10177(d) of the Code; and

1 (f) as to Paragraph 11 and Respondent BILBAO under Sections
2 10177(g) and (h) of the Code and Section 10159.2 of the Code in
3 conjunction with Section 10177(d) of the Code.

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

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11 

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13 _____
14 E. J. HABERER II
15 Deputy Real Estate Commissioner

16
17 Dated at Oakland, California
18 this 21st day of January, 2009.