

FILED

December 6, 2012

1 DEPARTMENT OF REAL ESTATE

2 P. O. Box 187007

3 Sacramento, CA 95818-7007

4 Telephone: (916) 227-0789

DEPARTMENT OF REAL ESTATE

By 

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7
8 BEFORE THE DEPARTMENT OF REAL ESTATE

9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of)

DRE No. H-11331 SF

12 CAL WEST HOME LOANS, INC.)

STIPULATION AND AGREEMENT

13 And MICHAEL BRUNO,)

IN SETTLEMENT AND ORDER

14)
15 Respondents.)

16 It is hereby stipulated by and between CAL WEST HOME LOANS, INC.

17 (CWHL), MICHAEL BRUNO (BRUNO), and their attorney, Roger D. Wintle, and the

18 Complainant, acting by and through Richard K. Uno, Counsel for the Department of Real

19 Estate; as follows for the purpose of settling and disposing of the Accusation filed on February

20 16, 2012, in this matter:

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

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

4 3. On March 1, 2012, CWHL and BRUNO filed a Notice of Defense pursuant
5 to Section 11505 of the Government Code for the purpose of requesting a hearing on the
6 allegations in the Accusation. Respondents hereby freely and voluntarily withdraw said
7 Notices of Defense. Respondents acknowledge that they understand that by withdrawing said
8 Notices of Defense they will thereby waive their rights to require the Commissioner to prove
9 the allegations in the Accusation at a contested hearing held in accordance with the provisions
10 of the APA and that they will waive other rights afforded to them in connection with the
11 hearing such as the right to present evidence in defense of the allegations in the Accusation and
12 the right to cross-examine witnesses.

13 4. Respondents, pursuant to the limitations set forth below, hereby admit that
14 the factual allegations or findings of fact as set forth in the Accusation filed in this proceeding
15 are true and correct and the Real Estate Commissioner shall not be required to provide further
16 evidence of such allegations.

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

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1 2. Thirty (30) days of said suspension shall be stayed for one (1) year upon the
2 following terms and conditions:

3 a) BRUNO shall obey all laws, rules and regulations governing the rights,
4 duties and responsibilities of a real estate licensee in the State of California; and,

5 b) That no final subsequent determination be made, after hearing or upon
6 stipulation that cause for disciplinary action occurred within one (1) year from the effective
7 date of this Order. Should such a determination be made, the Commissioner may, in his
8 discretion, vacate and set aside the stay order and reimpose all or a portion of the stayed
9 suspension. Should no such determination be made, the stay imposed herein shall become
10 permanent.

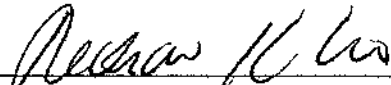
11 3. Pursuant to Section 10148 of the Business and Professions Code, BRUNO
12 shall pay for: a) the Commissioner's reasonable cost of the audit which led to this disciplinary
13 action in the amount of \$4,945.89 and b) a subsequent audit to determine if Respondents have
14 corrected the trust fund violations found in the Determination of Issues in an amount that shall
15 be no more than \$4,945.89. In calculating the amount of the Commissioner's reasonable cost,
16 the Commissioner may use the estimated average hourly salary for all persons performing
17 audits of real estate brokers, and shall include an allocation for travel costs, including mileage,
18 time to and from the auditor's place of work and per diem. Respondents shall pay such cost
19 within sixty (60) days of receiving an invoice from the Commissioner detailing the activities
20 performed during the audit and the amount of time spent performing those activities. The
21 Commissioner may, in his discretion, vacate and set aside the stay order, if payment is not
22 timely made as provided for herein, or as provided for in a subsequent agreement between the
23 Respondents and the Commissioner. The vacation and the set aside of the stay shall remain in
24 effect until payment is made in full, or until Respondents enter into an agreement satisfactory
25 to the Commissioner to provide for payment. Should no order vacating the stay be issued,
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either in accordance with this condition, the stay imposed herein shall become permanent.

10/12/12

DATED

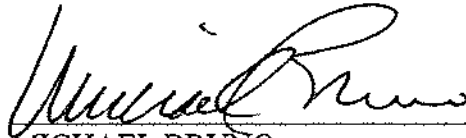


RICHARD K. UNO, Counsel III
DEPARTMENT OF REAL ESTATE

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.

10-1-12

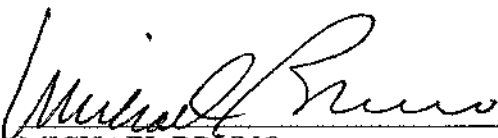
DATED



MICHAEL BRUNO
Designated Officer for Respondent
CAL WEST HOME LOANS, INC.

10-1-12

DATED

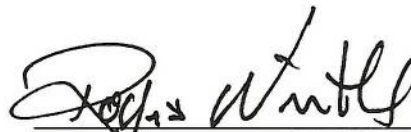


MICHAEL BRUNO
Respondent

1 *I have reviewed this Stipulation and Agreement as to form and content and have*
2 *advised my client accordingly.*

3 

4 DATED

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6 ROGER D. WINTLE
7 Attorney for Respondents
8 CAL WEST HOME LOANS, INC.
9 and MICHAEL BRUNO

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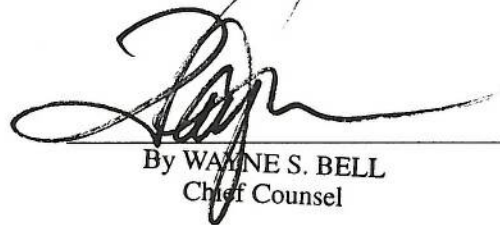
11 The foregoing Stipulation and Agreement is hereby adopted by the Real Estate
12 Commissioner as her Decision and Order and shall become effective at 12 o'clock noon on

13 **DEC 26 2012**

14 IT IS SO ORDERED

15 

16 Real Estate Commissioner

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18 By WAYNE S. BELL
19 Chief Counsel