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1	DEPARTMENT OF REAL ESTATE December 6, 2012
2	P. O. Box 187007 Sacramento, CA 95818-7007 DEPARTMENT OF REAL ESTATE
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4	Telephone: (916) 227-0789 By
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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.
13	And MICHAEL BRUNO,) <u>IN SETTLEMENT AND ORDER</u>
14) Respondents.
15)
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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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.

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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.

4. Respondents, pursuant to the limitations set forth below, hereby admit that
the factual allegations or findings of fact as set forth in the Accusation filed in this proceeding
are true and correct and the Real Estate Commissioner shall not be required to provide further
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. 24 ///

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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 of 4 Real Estate with respect to any matters which were not specifically alleged to be causes for 5 accusation in this proceeding. 6 7. BRUNO understands that by agreeing to this Stipulation and Agreement In 7 Settlement and Order, BRUNO agrees to pay, pursuant to Section 10148 of the Business and 8 Professions Code (Code), the cost of the audit which led to this disciplinary action. The 9 amount of said cost is \$4,945.89. 10 8. BRUNO has received, read and understands the "Notice Concerning Costs of 11 Subsequent Audits". BRUNO understands that by agreeing to this Stipulation and Agreement 12 in Settlement and Order, the findings set forth below in the DETERMINATION OF ISSUES 13 become final, and that the Commissioner may charge BRUNO for the cost of any audit 14 conducted pursuant to Section 10148 of the Code to determine if the violations have been 15 corrected. The maximum costs of said audit will not exceed \$4,945.89. 16 DETERMINATION OF ISSUES 17 By reason of the foregoing stipulations, admissions and waivers, and solely for 18 the purpose of settlement of the pending Accusation without a hearing, it is stipulated and 19 agreed that the acts and/or omissions of Respondents, as described in the Accusation, constitute 20 grounds for the suspension or revocation of the licenses and license rights of Respondent 21 CWHL under the provisions of Sections 2831, 2831.1, 2831.2, 2832.1 and 2832(a) of Title 10, 22 California Code of Regulations (Regulations), and Sections 10145, 10177(d), 10177(g), and 23 10232.4 of the Code and of Respondent BRUNO under the provisions of Section 2725 of the 24 Regulations and Sections 10159.2 and 10177(h) of the Code. 25 26 27 - 3 -

1	ORDER	
2	I. CAL WEST HOME LOANS, INC.	
3	The corporate real estate broker license and license rights of Respondent CAL	
4	WEST HOME LOANS, INC. (CWHL) under the Real Estate Law are suspended for a period	
5	of sixty (60) days from the effective date of this Order; provided, however, that:	
6	1. Thirty (30) days of said suspension shall be stayed, upon the condition that	
7	CWHL petition pursuant to Section 10175.2 of the Code and pays a monetary penalty pursuant	
8	to Section 10175.s of the code at a rate of \$100.00 for each day of the suspension for a total	
9	monetary penalty of \$3,000.00	
10	a. Said payment shall be in the form of a cashier's check or certified check made	
11	payable to the Recovery Account of the Real Estate Fund. Said check must be received by the	
12	Department prior to the effective date of the Decision in this matter.	
13	b. No further cause for disciplinary action against the real estate license of	
14	CWHL occurs within one year from the effective date of the Decision in this matter.	
15	c. If CWHL fails to pay the monetary penalty in accordance with the terms and	
16	conditions of the Decision, the Commissioner may, without a hearing, order the immediate	
17	execution of all or any part of the stayed suspension in which event CWHL shall not be entitled	
18	to any repayment nor credit, prorated or otherwise, for money paid to the Department under the	
19	terms of this Decision.	
20	d. If CWHL pays the monetary penalty, and if no further cause for disciplinary	
21	action against the real estate license of CWHL occurs within one (1) year from the effective	
22	date of the Decision, the stay hereby granted shall become permanent.	
23	2. Thirty (30) days of said suspension shall be stayed for one (1) year upon the	
24	following terms and conditions:	-
25	a) CWHL shall obey all laws, rules and regulations governing the rights, duties	
26	and responsibilities of a real estate licensee in the State of California; and,	
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1 b) That no final subsequent determination be made, after hearing or upon 2 stipulation that cause for disciplinary action occurred within one (1) year from the effective 3 date of this Order. Should such a determination be made, the Commissioner may, in his 4 discretion, vacate and set aside the stay order and reimpose all or a portion of the stayed 5 suspension. Should no such determination be made, the stay imposed herein shall become 6 permanent. 7 II. MICHAEL BRUNO 8 The real estate broker license and license rights of Respondent MICHAEL 9 BRUNO (BRUNO), under the Real Estate Law are suspended for a period of sixty (60) days 10 from the effective date of this Order; provided, however, that: 11 1. Thirty (30) days of said suspension shall be stayed, upon the condition that 12 BRUNO petition pursuant to Section 10175.2 of the Code and pays a monetary penalty 13 pursuant to Section 10175.2 of the code at a rate of \$100.00 for each day of the suspension for 14 a total monetary penalty of \$3,000.00 15 a. Said payment shall be in the form of a cashier's check or certified check made 16 payable to the Recovery Account of the Real Estate Fund. Said check must be received by the 17 Department prior to the effective date of the Decision in this matter. 18 b. No further cause for disciplinary action against the real estate license of 19 BRUNO occurs within one year from the effective date of the Decision in this matter. 20 c. If BRUNO fails to pay the monetary penalty in accordance with the terms 21 and conditions of the Decision, the Commissioner may, without a hearing, order the immediate 22 execution of all or any part of the stayed suspension in which event BRUNO shall not be 23 entitled to any repayment nor credit, prorated or otherwise, for money paid to the Department 24 under the terms of this Decision. 25 d. If BRUNO pays the monetary penalty, and if no further cause for disciplinary 26 action against the real estate license of BRUNO occurs within one (1) year from the effective 27 date of the Decision, the stay hereby granted shall become permanent.

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

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

b) That no final subsequent determination be made, after hearing or upon
stipulation that cause for disciplinary action occurred within one (1) year from the effective
date of this Order. Should such a determination be made, the Commissioner may, in his
discretion, vacate and set aside the stay order and reimpose all or a portion of the stayed
suspension. Should no such determination be made, the stay imposed herein shall become
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, time to and from the auditor's place of work and per diem. Respondents shall pay such cost 18 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, 26

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|| either in accordance with this condition, the stay imposed herein shall become permanent.

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RÍCHARD K. UNO, Counsel III DEPARTMENT OF REAL ESTATE

I have read the Stipulation and Agreement in Settlement and Order and its terms 8 are understood by me and are agreeable and acceptable to me. I understand that I am waiving 9 rights given to me by the California Administrative Procedure Act (including but not limited to 10 Sections 11506, 11508, 11509 and 11513 of the Government Code), and I willingly, 11 intelligently, and voluntarily waive those rights, including the right of requiring the 12 Commissioner to prove the allegations in the Accusation at a hearing at which I would have the 13 right to cross-examine witnesses against me and to present evidence in defense and mitigation 14 of the charges. 15

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16 <u>О-1-12</u> DATED 17 18

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

MICHAEL BRUNO Respondent

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I have reviewed this Stipulation and Agreement as to form and content and have advised my client accordingly. 10/10/ DATED ROGER D. WINTLE Attorney for Respondents CAL WEST HOME LOANS, INC. and MICHAEL BRUNO The foregoing Stipulation and Agreement is hereby adopted by the Real Estate Commissioner as her Decision and Order and shall become effective at 12 o'clock noon on DEC 26 2012 IT IS SO ORDERED Real Estate Commissioner NE S. BELL Counsel - 8 -