

1 DEPARTMENT OF REAL ESTATE
2 P. O. Box 187007
3 Sacramento, CA 95818-7007
4 Telephone: (916) 227-0789
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FILED

AUG 14 2013

BUREAU OF REAL ESTATE

By *L. J. [Signature]*

8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of) NO. H-11439 SF
12)
12 SARATOGA MANAGEMENT)
12 COMPANY INC., and) STIPULATION AND AGREEMENT
13 NORMAN ALAN NASON,)
14)
14 Respondents.)
15 _____)

16 It is hereby stipulated by and between Respondents SARATOGA
17 MANAGEMENT COMPANY INC., and NORMAN ALAN NASON (collectively referred to
18 herein as "Respondents"), acting by and through Edgardo Gonzalez, Esq., Counsel for
19 Respondents, and the Complainant, acting by and through Annette E. Ferrante, Esq., Counsel for
20 the Department of Real Estate ("Department"), as follows for the purpose of settling and
21 disposing of the Accusation filed on August 8, 2012, in this matter:

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

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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 in this proceeding.

4 3. Respondents filed a Notice of Defense pursuant to Section 11505 of the
5 Government Code for the purpose of requesting a hearing on the allegations in the Accusation.
6 Respondents hereby freely and voluntarily withdraw said Notice of Defense. Respondents
7 acknowledge that Respondents understand that by withdrawing said Notice of Defense,
8 Respondents will thereby waive Respondents' right to require the Real Estate Commissioner
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 Respondents will waive other rights
11 afforded to Respondents in connection with the hearing, such as the right to present evidence in
12 defense of the allegations 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 interest of expedience and economy, Respondents choose not to contest these
15 factual allegations, but to remain silent and understand that, as a result thereof, these factual
16 statements will serve as a prima facie basis for the "Determination of Issues" and "Order" set
17 forth below. The Commissioner shall not be required to provide further evidence to prove such
18 allegations.

19 5. This Stipulation and Respondents' decision not to contest the Accusation
20 are made for the purpose of reaching an agreed disposition in this proceeding and are expressly
21 limited to this proceeding and any other proceeding or case in which the Department, the state or
22 federal government, an agency of this state, or an agency of another state is involved.

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

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

8 8. Respondents understand that by agreeing to this Stipulation and
9 Agreement, Respondents agree to pay, pursuant to Section 10148 of the California Business
10 and Professions Code ("the Code"), the costs of the audit which resulted in the determination
11 that Respondents committed the trust fund violation(s) found in the Determination of Issues.
12 The amount of such costs is \$2,500.00.

13 9. Respondents further understand that by agreeing to this Stipulation and
14 Agreement, the findings set forth below in the Determination of Issues become final, and that
15 the Commissioner may charge said Respondents for the costs of any audit conducted pursuant
16 to Section 10148 of the Code to determine if the violations have been corrected. The
17 maximum costs of said audit shall not exceed \$2,500.00.

18 10. Respondents understand that by agreeing to this Stipulation and
19 Agreement, Respondents agree to pay, pursuant to Section 10106 of the Code, the costs of the
20 investigation and enforcement of this case which resulted in the determination that
21 Respondents committed the violation(s) found in the Determination of Issues. The amount of
22 such cost is \$1,568.05.

23 DETERMINATION OF ISSUES

24 By reason of the foregoing stipulations, admissions and waivers and solely for
25 the purpose of settlement of the pending Accusation without hearing, it is stipulated and agreed
26 that the following determination of issues shall be made:

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1 I.

2 The acts and omissions of Respondent SARATOGA MANAGEMENT
3 COMPANY INC. as described in the Accusation are grounds for the suspension or revocation of
4 the licenses and license rights of Respondent SARATOGA MANAGEMENT COMPANY INC.
5 under the provisions of Section 10177(g) of the Code, in conjunction with Sections 10145 and
6 10163 of the Code, and Sections 2715, 2726, 2832, and 2834 of Title 10 of the California Code
7 of Regulations ("the Regulations").

8 II.

9 The acts and omissions of Respondent NORMAN ALAN NASON as described in
10 the Accusation are grounds for the suspension or revocation of the licenses and license rights of
11 Respondent NORMAN ALAN NASON under the provisions of Sections 10177(h) and 10177(g)
12 of the Code, in conjunction with Section 10159.2 of the Code and Section 2725 of the
13 Regulations.

14 ORDER

15 I.

16 1. All licenses and licensing rights of Respondent SARATOGA
17 MANAGEMENT COMPANY INC., under the Real Estate Law are publicly reprovred pursuant
18 to Section 495 of the Code.

19 II.

20 1. All licenses and licensing rights of Respondent NORMAN ALAN
21 NASON, under the Real Estate Law are publicly reprovred pursuant to Section 495 of the Code.

22 2. Notwithstanding any other provision of this Order, all licenses and
23 licensing rights of Respondent are suspended unless and until he provides proof satisfactory to
24 the Commissioner that he has taken and successfully completed the continuing education course
25 on Trust Fund Accounting and Handling specified in Section 10170.5(a)(3) of the Code. The
26 course must have been completed no earlier than one hundred twenty (120) days prior to the

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1 effective date of this Order, and proof must be submitted prior to the effective date of this Order,
2 to prevent suspension of Respondent's license pursuant to this condition.

3 III.

4 1. Respondents SARATOGA MANAGEMENT COMPANY INC. and
5 NORMAN ALAN NASON, jointly and severally, shall pay the sum of \$2,500.00 for the
6 Commissioner's cost of the audit which led to this disciplinary action. Respondents shall pay
7 such cost within sixty (60) days of receiving an invoice therefore from the Commissioner. The
8 Commissioner may indefinitely suspend all licenses and licensing rights of Respondents
9 pending a hearing held in accordance with Section 11500, et seq., of the Government Code, if
10 payment is not timely made as provided for herein, or as provided for in a subsequent
11 agreement between Respondents and the Commissioner. The suspension shall remain in effect
12 until payment is made in full or until Respondents enter into an agreement satisfactory to the
13 Commissioner to provide for payment, or until a decision providing otherwise is adopted
14 following a hearing held pursuant to this condition.

15 2. Respondents SARATOGA MANAGEMENT COMPANY INC. and
16 NORMAN ALAN NASON, jointly and severally, shall pay the Commissioner's costs, not to
17 exceed \$2,500.00, of any audit conducted pursuant to Section 10148 of the Code to determine
18 if Respondents have corrected the violations described in the Determination of Issues, above,
19 and any other violations found in the audit which led to this disciplinary action. In calculating
20 the amount of the Commissioner's reasonable cost, the Commissioner may use the estimated
21 average hourly salary for all persons performing audits of real estate brokers, and shall include
22 an allocation for travel time to and from the auditor's place of work. Respondents shall pay
23 such cost within sixty (60) days of receiving an invoice therefore from the Commissioner
24 detailing the activities performed during the audit and the amount of time spent performing
25 those activities. If Respondents fail to pay such cost within the sixty (60) days, the

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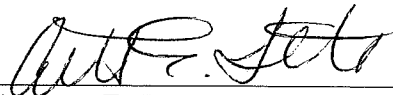
1 Commissioner may indefinitely suspend all licenses and licensing rights of Respondents under
2 the Real Estate Law until payment is made in full or until Respondents enter into an agreement
3 satisfactory to the Commissioner to provide for payment. Upon full payment, the indefinite
4 suspension provided for in this paragraph shall be stayed.

5 IV.

6 All licenses and licensing rights of Respondents SARATOGA

7 MANAGEMENT COMPANY INC. and NORMAN ALAN NASON are indefinitely
8 suspended unless or until Respondents, jointly and severally, pay the sum of \$1,568.05 for the
9 Commissioner's reasonable cost of the investigation and enforcement which led to this
10 disciplinary action. Said payment shall be in the form of a cashier's check or certified check
11 made payable to the Department of Real Estate.

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14 4-29-13
15 DATED

16 
17 Annette E. Ferrante, Esq.
18 Counsel for Department of Real Estate
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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. Respondents can signify acceptance and approval of the terms and conditions of this Stipulation and Agreement by faxing a copy of the signature page, as actually signed by Respondents, to the Department at fax number (916) 227-9458. Respondents agree, acknowledges and understands that by electronically sending to the Department a fax copy of Respondents' actual signatures as they appears on the Stipulation and Agreement, that receipt of the faxed copy by the Department shall be as binding on Respondents as if the Department had received the original signed Stipulation and Agreement.

4-26-2013
DATEDNORMAN ALAN NASON, Respondent4-26-2013
DATEDNORMAN ALAN NASON,
As Designated Officer of Respondent
SARATOGA MANAGEMENT COMPANY INC.

I have reviewed this Stipulation and Agreement and Order as to form and content and have advised my clients accordingly.

4-29-13
DATEDEdgardo Gonzalez, Esq.,
Attorney for Respondents
SARATOGA MANAGEMENT COMPANY INC.
and NORMAN ALAN NASON

