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Bureau of Real Estate
P.O. Box 137007
Sacramento, CA 95815-7007
Telephone: (916) 263-8672

SEP 11 2017
BUREAU OF REAL ESTATE
By B. Nicholas

BEFORE THE BUREAU OF REAL ESTATE
STATE OF CALIFORNIA

In the Matter of the Accusation of

ROYAL HOMES, DAVID GEORGE DANIEL,
and ALI HASNAIN ALI,

Respondents.

No. H-11644 SF

In the Matter of the Accusation of

REDWOOD REALTY, INC., DAVID GEORGE
DANIEL, and ALI HASNAIN ALI,

Respondents.

No. H-11823 SF

STIPULATION AND
AGREEMENT

It is hereby stipulated by and between ROYAL HOMES, REDWOOD REALTY, INC., DAVID GEORGE DANIEL, and ALI HASNAIN ALI (Respondents) and their attorney, Eric A. Gravink, and the Complainant, acting by and through Truly Sughrue, Counsel for the Bureau of Real Estate (Bureau), as follows for the purpose of settling and disposing the First Amended Accusations (Accusations) H-11644 SF and H-11823 SF filed on December 6, 2016 and December 9, 2016, respectively, in these matters:

1. All issues which were to be contested and all evidence which was to be presented by Complainant and Respondents at a formal hearing on the Accusation, which hearing was to be held in accordance with the provisions of the Administrative Procedure Act (APA),

1 shall instead and in place thereof be submitted solely on the basis of the provisions of this
2 Stipulation and Agreement.

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

5 3. Respondents filed a Notice of Defense on Accusations H-11644 SF and
6 H-11823 SF pursuant to Section 11505 of the Government Code for the purpose of requesting a
7 hearing on the allegations in the Accusations. Respondents hereby freely and voluntarily
8 withdraw said Notice of Defenses. Respondents acknowledge that they understand that by
9 withdrawing said Notice of Defense they will thereby waive their rights to require the Real Estate
10 Commissioner (Commissioner) to prove the allegations in the Accusations at a contested hearing
11 held in accordance with the provisions of the APA, and that they will waive other rights afforded
12 to them in connection with the hearing such as the right to present evidence in defense of the
13 allegations in the Accusations and the right to cross-examine witnesses.

14 4. This Stipulation and Agreement is based on the factual allegations
15 contained in the Accusations H-11644 SF and H-11823 SF. In the interest of expediency and
16 economy, Respondents choose not to contest these factual allegations, but to remain silent and
17 understands that, as a result thereof, these factual statements will serve as a prima facie basis for
18 the "Determination of Issues" and "Order" set forth below. The Commissioner shall not be
19 required to provide further evidence to prove such allegations.

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

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1 6. Respondents ROYAL HOMES (ROYAL) DAVID GEORGE DANIEL
2 (DANIEL), and ALI HASNAIN ALI (ALI) understand that by agreeing to this Stipulation and
3 Agreement, Respondents ROYAL, DANIEL, and ALI agree to pay, pursuant to Section 10148
4 of the California Business and Professions Code (Code), the cost audit OK110090, which
5 resulted in the determination that Respondents ROYAL, DANIEL, and ALI committed the trust
6 fund handling violation(s) found in the Determination of Issues. The amount of said costs is
7 \$2,793.

8 7. Respondents ROYAL, DANIEL, and ALI further understand that by
9 agreeing to this Stipulation and Agreement, the findings set forth below in the Determination of
10 Issues become final, and that the Commissioner may charge said Respondents ROYAL,
11 DANIEL, and ALI for the costs of any audit conducted pursuant to Section 10148 of the Code to
12 determine if the violations have been corrected. The maximum costs of said audit shall not
13 exceed \$3,491.25.

14 8. Respondents REDWOOD REALTY, INC. (REDWOOD), DANIEL, and
15 ALI understand that by agreeing to this Stipulation and Agreement, Respondents REDWOOD,
16 DANIEL, and ALI agree to pay, pursuant to Section 10148 of the Code, the cost audit
17 OK110091, which resulted in the determination that Respondents REDWOOD, DANIEL, and
18 ALI committed the trust fund handling violation(s) found in the Determination of Issues. The
19 amount of said costs is \$4,945.49.

20 9. Respondents REDWOOD, DANIEL, and ALI further understand that by
21 agreeing to this Stipulation and Agreement, the findings set forth below in the Determination of
22 Issues become final, and that the Commissioner may charge said Respondents REDWOOD,
23 DANIEL, and ALI for the costs of any audit conducted pursuant to Section 10148 of the Code to
24 determine if the violations have been corrected. The maximum costs of said audit shall not
25 exceed \$6,181.86.

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1 10. Respondents understand that by agreeing to this Stipulation and
2 Agreement, Respondents agree to pay, pursuant to Section 10106 of the Code, the reasonable
3 costs of the investigation and enforcement of these cases. The amount of said costs is
4 \$1,340.85.

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

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

16 DECLARATION OF DAVID GEORGE DANIEL

17 In lieu of proceeding in this matter in accordance with the provisions of the APA,
18 I, DANIEL, wish to voluntarily surrender my real estate license(s) issued by the Bureau, pursuant
19 to Business and Professions Code section 10100.2.

20 I understand that by voluntarily surrendering my license(s), I may be re-licensed
21 as a salesperson or as a broker only by petitioning for reinstatement pursuant to section 11522 of
22 the Government Code. I also understand that by voluntarily surrendering my license(s), I agree
23 to the following:

24 1. The filing of this Declaration shall be deemed as my petition for voluntary
25 surrender.

26 2. It shall also be deemed to be an understanding and agreement by me that I
27 waive all rights I have to require the Commissioner to prove the allegations contained in the

1 Accusations filed in this matter at a hearing held in accordance with the provisions of the APA,
2 and that I also waive other rights afforded to me in connection with the hearing such as the right
3 to discovery, the right to present evidence in defense of the allegations in the Accusations and the
4 right to cross-examine witnesses.

5 3. I further agree that upon acceptance by the Commissioner, as evidenced
6 by an appropriate order, all affidavits and all relevant evidence obtained by the Bureau in this
7 matter prior to the Commissioner's acceptance, and all allegations contained in the Accusations
8 filed in the Bureau Case Nos. H-11644 SF and H-11823 SFAC may be considered by the
9 Bureau to be true and correct for the purpose of deciding whether to grant re-licensure or
10 reinstatement pursuant to Government Code section 11522.

11 4. I freely and voluntarily surrender all my licenses and license rights under
12 the Real Estate Law.

13 * * *

14 DETERMINATION OF ISSUES

15 By reason of the foregoing stipulations and waivers and solely for the purpose of
16 settlement of the pending Accusations H-11644 SF and H-11823 SF without a hearing, it is
17 stipulated and agreed that the following determination of issues shall be made:

18 I

19 The acts and omissions of ROYAL, and ALI as described in the Accusation H-
20 11644 SF are grounds for the suspension or revocation of ROYAL, and ALI license and license
21 rights under the following sections of the Code and Regulations:

22 As to the First Cause of Action under Section 2831(a)(6) of the Regulations in
23 conjunction with Section 10177(d) of the Code;

24 As to the Third Cause of Action under Section 10161.8 of the Code and Section
25 2752 of the Regulations in conjunction with Section 10177(d) of the Code;

26 As to the Fourth Cause of Action under Section 2726 of the Regulations in
27 conjunction with Section 10177(d) of the Code;

II

1
2 The acts and omissions of REDWOOD, and ALI as described in the First Cause
3 of Action in Accusation H-11823 SF are grounds for the suspension or revocation of
4 REDWOOD, and ALI's license and license rights under the following sections of the Code and
5 Regulations:

6 As to Paragraph 10(a) under Section 10145 of the Code in conjunction with
7 Section 10177(d) of the Code;

8 As to Paragraph 10(b) under Section 10146 of the Code in conjunction with
9 Section 10177(d) of the Code;

10 As to Paragraph 10(c) under Section 10145 of the Code and Section 2832 of the
11 Regulations in conjunction with Section 10177(d) of the Code;

12 As to Paragraph 10(d) under Section 10145 of the Code and Section 2831 of the
13 Regulations in conjunction with Section 10177(d) of the Code;

14 As to Paragraph 10(e) under Section 10145 of the Code and Section 2831.1 of the
15 Regulations in conjunction with Section 10177(d) of the Code;

16 As to Paragraph 10(f) under Section 10145 of the Code and Section 2831.2 of the
17 Regulations in conjunction with Section 10177(d) of the Code;

18 (c) As to Paragraph 10(g) under Section 2972 of the Regulations in
19 conjunction with Section 10177(d) of the Code;

20 (c) As to Paragraph 10(h) under Section 10145 of the Code and Section 2834
21 of the Regulations in conjunction with Section 10177(d) of the Code; and

22 (c) As to Paragraph 10(i) under Section 10176(e) of the Code.

III

23
24 The acts and omissions of REDWOOD, and ALI as described in the Second
25 Cause of Action in Accusation H-11823 SF are grounds for the suspension or revocation of
26 REDWOOD, and ALI's license and license rights under Section 10085.6 of the Code in
27 conjunction with Section 10177(d) of the Code.

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IV

The acts and omissions of REDWOOD as described in the Third Cause of Action in Accusation H-11823 SF are grounds for the suspension or revocation of REDWOOD's license and license rights under Section 10166.02(b) of the Code in conjunction with Section 10177(d) of the Code.

V

The acts and/or omissions of ALI as described in the Sixth Cause of Action in Accusation H-11644 and the Fifth Cause of Action in Accusation H-11823 SF is cause for the suspension or revocation of ALI's license and/or license rights under Section 10177(h) of the Code.

ORDER

I

DANIEL's petition for voluntary surrender of his real estate broker license is accepted as of the effective date of this Order as set forth below, based upon the understanding and agreement expressed in DANIEL's Declaration incorporated herein as part of this Stipulation. DANIEL's license certificates, pocket cards and any branch office license certificates shall be sent to the below listed address so that they reach the Bureau on or before the effective date of this Order:

BUREAU OF REAL ESTATE
Attn: Licensing Flag Section
P. O. Box 137013
Sacramento, CA 95813-7013

II

All licenses and licensing rights of ALI under the Real Estate Law are suspended for a period of one hundred and twenty (120) days from the effective date of this Order; provided, however, that:

1 1) Thirty (30) days of said suspension shall be stayed, upon the condition that ALI petition
2 pursuant to Section 10175.2 of the Code and pays a monetary penalty pursuant to Section
3 10175.2 of the Code at a rate of \$50 for each day of the suspension for a total monetary penalty
4 of \$1,500.

5 a) Said payment shall be in the form of a cashier's check made payable to the
6 Bureau of Real Estate. Said check must be delivered to the Bureau of Real Estate, Flag Section
7 at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective date of this Order.

8 b) No further cause for disciplinary action against the Real Estate licenses of ALI
9 occurs within two (2) years from the effective date of the decision in this matter.

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

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

19 2) Ninety (90) days of said suspension shall be stayed for two (2) years upon the following
20 terms and conditions:

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

23 b) That no final subsequent determination be made, after hearing or upon stipulation,
24 that cause for disciplinary action occurred within two (2) years from the effective date of this
25 Order. Should such a determination be made, the Commissioner may, in his discretion, vacate
26 and set aside the stay order and reimpose all or a portion of the stayed suspension. Should no
27 such determination be made, the stay imposed herein shall become permanent.

1 3) All licenses and licensing rights of ALI are indefinitely suspended unless or until ALI
2 provides proof satisfactory to the Commissioner, of having taken and successfully completed the
3 continuing education course on trust fund accounting and handling specified in paragraph (3) of
4 subdivision (a) of Section 10170.5 of the Code. Proof of satisfaction of these requirements
5 includes evidence that ALI has successfully completed the trust fund account and handling
6 continuing education courses, no earlier than 120 days prior to the effective date of the Decision
7 and Order in this matter. Proof of completion of the trust fund accounting and handling course
8 must be delivered to the Bureau of Real Estate, Flag Section at P.O. Box 137013, Sacramento,
9 CA 95813-7013 or by fax at 916-263-8758, prior to the effective date of this Decision and Order.

10 4) ALI shall, within six (6) months from the effective date of this Decision and Order, take
11 and pass the Professional Responsibility Examination administered by the Bureau including the
12 payment of the appropriate examination fee. If ALI fails to satisfy this condition, ALI's real
13 estate license shall automatically be suspended until ALI passes the examination.

14 III

15 All licenses and licensing rights of REDWOOD under the Real Estate Law are
16 suspended for a period of one hundred and twenty (120) days from the effective date of this
17 Order; provided, however, that:

18 1) Thirty (30) days of said suspension shall be stayed, upon the condition that REDWOOD
19 petition pursuant to Section 10175.2 of the Code and pays a monetary penalty pursuant to Section
20 10175.2 of the Code at a rate of \$50 for each day of the suspension for a total monetary penalty
21 of \$1,500.

22 a) Said payment shall be in the form of a cashier's check made payable to the
23 Bureau of Real Estate. Said check must be delivered to the Bureau of Real Estate, Flag Section
24 at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective date of this Order.

25 b) No further cause for disciplinary action against the Real Estate licenses of
26 REDWOOD occurs within two (2) years from the effective date of the decision in this matter.

27

1 c) If REDWOOD fails to pay the monetary penalty as provided above prior to the
2 effective date of this Order, the stay of the suspension shall be vacated as to REDWOOD and the
3 order of suspension shall be immediately executed, under this Order, in which event REDWOOD
4 shall not be entitled to any repayment nor credit, prorated or otherwise, for the money paid to the
5 Bureau under the terms of this Order.

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

10 2) Ninety (90) days of said suspension shall be stayed for two (2) years upon the following
11 terms and conditions:

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

14 b) That no final subsequent determination be made, after hearing or upon stipulation,
15 that cause for disciplinary action occurred within two (2) years from the effective date of this
16 Order. Should such a determination be made, the Commissioner may, in his discretion, vacate
17 and set aside the stay order and reimpose all or a portion of the stayed suspension. Should no
18 such determination be made, the stay imposed herein shall become permanent.

19 IV

20 All licenses and licensing rights of ROYAL under the Real Estate Law are
21 publicly reprovred.

22 V

23 1) Pursuant to Section 10148 of the Code, ROYAL, DANIEL, and ALI shall jointly and
24 severally pay the sum of \$2,793 for the Commissioner's cost of audit OK110090. ROYAL,
25 DANIEL, and ALI shall pay such cost within sixty (60) days of receiving an invoice therefore
26 from the Commissioner. Payment of audit costs should not be made until ROYAL, DANIEL,
27 and ALI receive the invoice. If ROYAL, and ALI fail to satisfy this condition in a timely manner

1 as provided for herein, ROYAL, and ALI's real estate license shall automatically be suspended
2 until payment is made in full, or until a decision providing otherwise is adopted following a
3 hearing held pursuant to this condition. Any petition for reinstatement made pursuant to
4 Government Code Section 11522 shall be denied if DANIEL fails to satisfy this condition.

5 2) Pursuant to Section 10148 of the Code, ROYAL, DANIEL, and ALI shall pay the
6 Commissioner's reasonable cost, not to exceed \$3,491.25, for an audit to determine if ROYAL
7 has corrected the violation(s) found in the Determination of Issues. In calculating the amount of
8 the Commissioner's reasonable cost, the Commissioner may use the estimated average hourly
9 salary for all persons performing audits of real estate brokers, and shall include an allocation for
10 travel time to and from the auditor's place of work. ROYAL, DANIEL, and ALI shall pay such
11 cost within sixty (60) days of receiving an invoice therefore from the Commissioner. Payment of
12 the audit costs should not be made until ROYAL, DANIEL, and ALI receive the invoice. If
13 ROYAL, and ALI fail to satisfy this condition in a timely manner as provided for herein,
14 ROYAL, and ALI's real estate license shall automatically be suspended until payment is made in
15 full, or until a decision providing otherwise is adopted following a hearing held pursuant to this
16 condition. Any petition for reinstatement made pursuant to Government Code Section 11522
17 shall be denied if DANIEL fails to satisfy this condition.

18 3) Pursuant to Section 10148 of the Code, REDWOOD, DANIEL, and ALI shall jointly and
19 severally pay the sum of \$4,945.49 for the Commissioner's cost of audit OK110091.
20 REDWOOD, DANIEL, and ALI shall pay such cost within sixty (60) days of receiving an
21 invoice therefore from the Commissioner. Payment of audit costs should not be made until
22 ROYAL, DANIEL, and ALI receive the invoice. If REDWOOD, and ALI fail to satisfy this
23 condition in a timely manner as provided for herein, REDWOOD, and ALI's real estate license
24 shall automatically be suspended until payment is made in full, or until a decision providing
25 otherwise is adopted following a hearing held pursuant to this condition. Any petition for
26 reinstatement made pursuant to Government Code Section 11522 shall be denied if DANIEL
27 fails to satisfy this condition.

1 4) Pursuant to Section 10148 of the Code, REDWOOD, DANIEL, and ALI shall pay the
 2 Commissioner's reasonable cost, not to exceed \$6,181.86, for an audit to determine if
 3 REDWOOD has corrected the violation(s) found in the Determination of Issues. In calculating
 4 the amount of the Commissioner's reasonable cost, the Commissioner may use the estimated
 5 average hourly salary for all persons performing audits of real estate brokers, and shall include an
 6 allocation for travel time to and from the auditor's place of work. REDWOOD, DANIEL, and
 7 ALI shall pay such cost within sixty (60) days of receiving an invoice therefore from the
 8 Commissioner. Payment of the audit costs should not be made until REDWOOD, DANIEL, and
 9 ALI receive the invoice. If REDWOOD, and ALI fail to satisfy this condition in a timely manner
 10 as provided for herein, REDWOOD, and ALI's real estate license shall automatically be
 11 suspended until payment is made in full, or until a decision providing otherwise is adopted
 12 following a hearing held pursuant to this condition. Any petition for reinstatement made
 13 pursuant to Government Code Section 11522 shall be denied if DANIEL fails to satisfy this
 14 condition.

15 5) All licenses and licensing rights of REDWOOD, ROYAL, and ALI are indefinitely
 16 suspended unless or until REDWOOD, ROYAL, and ALI pays the sum of \$1,340.85 for the
 17 Commissioner's reasonable cost of the investigation and enforcement which led to this
 18 disciplinary action. Said payment shall be in the form of a cashier's check made payable to the
 19 Bureau of Real Estate. The investigative and enforcement costs must be delivered to the Bureau
 20 of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the
 21 effective date of this Decision and Order. Any petition for reinstatement made pursuant to
 22 Government Code Section 11522 shall be denied if DANIEL fails to satisfy this condition.

VI

24 REDWOOD, DANIEL, and ALI shall, within one (1) year from the effective date
 25 of this Order, present evidence satisfactory to the Commissioner that Respondent has, refunded
 26 any advance fees collected from borrowers identified in Audit OK110091 that did not receive a
 27 loan modification. Proof of satisfaction shall be a copy of a canceled check to borrower, or a

1 letter from borrower acknowledging receipt of the funds. If REDWOOD, DANIEL, and ALI are
 2 unable to locate a borrower to make the refund, Respondents shall make payment to the
 3 California State Controller's Office, pursuant to the Unclaimed Property Law (Code of Civil
 4 Procedure Sections 1500 et seq.). If REDWOOD, and ALI fail to satisfy this condition,
 5 REDWOOD, and ALI's real estate licenses shall automatically be suspended until REDWOOD,
 6 and ALI presents evidence satisfactory to the Commissioner of having paid the refunds to
 7 borrowers. Any petition for reinstatement made pursuant to Government Code Section 11522
 8 shall be denied if DANIEL fails to satisfy this condition.

9
 10 17-July-17
 DATED


 TRULY SUGHRUE
 Counsel for Complainant

11
 12 * * *


13 I have read the Stipulation and Agreement, discussed it with my counsel, and its
 14 terms are understood by me and are agreeable and acceptable to me. I understand that I am
 15 waiving rights given to me by the California Administrative Procedure Act, and I willingly,
 16 intelligently and voluntarily waive those rights, including the right of requiring the
 17 Commissioner to prove the allegations in the Accusations at a hearing at which I would have the
 18 right to cross-examine witnesses against me and to present evidence in defense and mitigation of
 19 the charges.

20 Respondents and Respondents' attorney further agree to send the original signed
 21 Stipulation and Agreement by mail to the following address no later than one (1) week from the
 22 date the Stipulation and Agreement is signed by Respondents and Respondents' attorney:
 23 *Bureau of Real Estate, Legal Section, P.O. Box 137007, Sacramento, California 95813-7007.*
 24 Respondents and Respondents' attorney understand and agree that if they fail to return the
 25 original signed Stipulation and Agreement by the due date, Complainant retains the right to set
 26 this matter for hearing.

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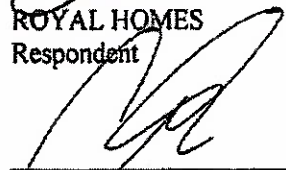
7.5.17

DATED


Ali Hasnain Ali, for
ROYAL HOMES
Respondent

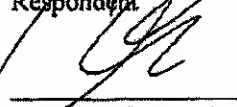
7.5.17

DATED


Ali Hasnain Ali, for
REDWOOD REALTY, INC.
Respondent

7.5.17

DATED


ALHASNAIN ALI
Respondent


DATED

DAVID GEORGE DANIEL
Respondent

I have reviewed the Stipulation and Agreement as to form and content and have advised my client accordingly.

7-14-17

DATED


ERIC A. GRAVINK
Attorney for Respondents

The foregoing Stipulation and Agreement is hereby adopted as my Decision and Order and shall become effective at 12 o'clock noon on **OCT 02 2017**

IT IS SO ORDERED 9/3/2017.

WAYNE S. BELL
REAL ESTATE COMMISSIONER



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DATED _____

Ali Hasnain Ali, for
ROYAL HOMES
Respondent

DATED _____

Ali Hasnain Ali, for
REDWOOD REALTY, INC.
Respondent

DATED _____

ALI HASNAIN ALI
Respondent

7/13/17



DATED _____

DAVID GEORGE DANIEL
Respondent

I have reviewed the Stipulation and Agreement as to form and content and have advised my client accordingly.

DATED _____

ERIC A. GRAVINK
Attorney for Respondents

The foregoing Stipulation and Agreement is hereby adopted as my Decision and Order and shall become effective at 12 o'clock noon on _____.

IT IS SO ORDERED _____.

WAYNE S. BELL
REAL ESTATE COMMISSIONER