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BUREAU OF REAL ESTATE
P. O. Box 137007
Sacramento, CA 95813-7007

BUREAU OF REAL ESTATE

By S. Blech

Telephone: (916) 263-8670
Fax: (916) 263-3767

BEFORE THE BUREAU OF REAL ESTATE
STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of

ADVENT PROPERTIES, INC.
and BENJAMIN JOHN SCOTT,

Respondents.

)
) No. H-11708 SF
)
) STIPULATION AND
) AGREEMENT IN
) SETTLEMENT AND ORDER
)

It is hereby stipulated by and between ADVENT PROPERTIES, INC. (API), BENJAMIN JOHN SCOTT (SCOTT) (collectively Respondents), their counsel, Doron Weinberg, and the Complainant, acting by and through Richard K. Uno, Counsel for the Bureau of Real Estate; as follows for the purpose of settling and disposing of the Accusation filed on May 30, 2014, in this matter:

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), shall instead and in place thereof be submitted solely on the basis of the provisions of this Stipulation and Agreement In Settlement and Order.

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

1 3. On or about June 13, 2014, Respondents filed a Notice of Defense
2 pursuant to Section 11505 of the Government Code for the purpose of requesting a hearing on
3 the allegations in the Accusation. Respondents hereby freely and voluntarily withdraw said
4 Notices of Defense. Respondents acknowledge that they understand that by withdrawing said
5 Notices of Defense they will thereby waive their right to require the Commissioner to prove the
6 allegations in the Accusation at a contested hearing held in accordance with the provisions of the
7 APA and that they will waive other rights afforded to them in connection with the hearing such
8 as the right to present evidence in defense of the allegations in the Accusation and the right to
9 cross-examine witnesses.

10 4. This stipulation is based on the factual allegations contained in the
11 Accusation. In the interest of expediency and economy, Respondents chose not to contest these
12 factual allegations, but to remain silent and understand that, as a result thereof, these factual
13 statements will serve as a prima facie basis for the "Determination of Issues" and "Order" set
14 forth below. The Real Estate Commissioner shall not be required to provide further evidence to
15 prove such allegations.

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

24 6. The Order or any subsequent Order of the Real Estate Commissioner made
25 pursuant to this Stipulation and Agreement In Settlement and Order shall not constitute an
26 estoppel, merger or bar to any further administrative or civil proceedings by the Bureau of
27 Real Estate with respect to any matters which were not specifically alleged to be causes for

1 accusation in this proceeding.

2 7. Respondents understand that by agreeing to this Stipulation and Agreement
3 In Settlement and Order, Respondents agree to pay, pursuant to Section 10148 of the Business
4 and Professions Code (Code), the cost of the audit which led to this disciplinary action. The
5 amount of said cost is \$12,672.99.

6 8. Respondents have received, read and understand the "Notice Concerning
7 Costs of Subsequent Audits". Respondents understand that by agreeing to this Stipulation and
8 Agreement in Settlement and Order, the findings set forth below in the DETERMINATION OF
9 ISSUES become final, and that the Commissioner may charge Respondents for the cost of any
10 audit conducted pursuant to Section 10148 of the Code to determine if the violations have been
11 corrected. The maximum costs of said audit will not exceed \$12,672.99.

12 DETERMINATION OF ISSUES

13 By reason of the foregoing stipulations, admissions and waivers, and solely for
14 the purpose of settlement of the pending Accusation without a hearing, it is stipulated and agreed
15 that the acts and/or omissions of Respondents, as described in the Accusation, constitute grounds
16 for the suspension or revocation of the licenses and license rights of Respondents under the
17 provisions of Section 10177(g) of the Code.

18 ORDER

19 ADVENT PROPERTIES, INC.

20 All licenses and licensing rights of API under the Real Estate Law are suspended
21 for a period of 60 days from the effective date of this Order; provided, however, that:

22 1. If API petitions the Bureau pursuant to Section 10175.2 of the Code and
23 pays a monetary penalty of \$3,000.00 (30 days at \$100 per day) by cashier's check made
24 payable to the Bureau of Real Estate and delivered to the Bureau of Real Estate, Legal Section, at
25 P.O. Box 137007, Sacramento, CA 95813-7007, prior to the effective date of this Order, the 60
26 day suspension shall be reduced to a 30 day suspension.

27 2. The remaining 30 day suspension shall be stayed for 2 years from the

Effective date of the Order. If there is no further cause for disciplinary action against the Real Estate Licenses of API, the stay shall become permanent at the end of the 2 year period.

3. If API fails to pay the monetary penalty in accordance with the terms and conditions of this Order, the suspension shall go into effect automatically and remain in effect until API pays the monetary penalty in full.

BENJAMIN JOHN SCOTT

All licenses and licensing rights of SCOTT under the Real Estate Law are suspended for a period of 60 days from the effective date of this Order; provided; however:

1. If SCOTT petitions the Bureau pursuant to Section 10175.2 of the Code and pays a monetary penalty of \$3,000.00 (30 days at \$100 per day) by cashier's check made payable to the Bureau of Real Estate and delivered to the Bureau of Real Estate, Legal Section, at P.O. Box 137007, Sacramento, CA 95813-7007, prior to the effective date of this Order, the 60 day suspension shall be reduced to a 30 day suspension.

2. The remaining 30 day suspension shall be stayed for 2 years from the effective date of the Order. If there is no further cause for disciplinary action against the Real Estate Licenses of SCOTT, the stay shall become permanent at the end of that 2 year period.

3. If SCOTT fails to pay the monetary penalty in accordance with the terms and conditions of this Order, the suspension shall go into effect automatically and remain in effect until SCOTT pays the monetary penalty in full.

4. All licenses and licensing rights of SCOTT are indefinitely suspended unless or until SCOTT provides proof satisfactory to the Commissioner, of having taken and successfully completed the continuing education course on trust fund accounting and handling specified in paragraph (3) of subdivision (a) of Section 10170.5 of the Business and Professions Code. Proof of satisfaction of these requirements includes evidence that SCOTT has successfully completed the trust fund account and handling continuing education courses, no earlier than 120 days prior to the effective date of the Order in this matter. Proof of completion of the trust fund accounting and handling course must be delivered to the Bureau of Real Estate,

1 Legal Section at P.O. Box 137007, Sacramento, CA 95813-7007 or by fax at 916-263-3767, prior
2 to the effective date of this Order.

3 5. SCOTT shall, within six (6) months from the effective date of this Order,
4 take and pass the Professional Responsibility Examination administered by the Bureau including
5 the payment of the appropriate examination fee. If SCOTT fails to satisfy this condition,
6 SCOTT'S real estate license shall automatically be suspended until SCOTT passes the
7 examination.

8 ADVENT PROPERTIES, INC. AND BENJAMIN JOHN SCOTT

9 1. Pursuant to Section 10148 of the Code, Respondents shall jointly and
10 severally pay the sum of \$12,672.99 for the Commissioner's cost of the audit which led to this
11 disciplinary action. Respondent shall pay such cost within sixty (60) days of receiving an invoice
12 therefore from the Commissioner. Payment of audit costs should not be made until Respondent
13 receives the invoice. If Respondent fails to satisfy this condition in a timely manner as provided
14 for herein, Respondent's real estate license shall automatically be suspended until payment is
15 made in full, or until a decision providing otherwise is adopted following a hearing held pursuant
16 to this condition.

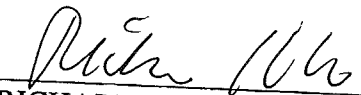
17 Pursuant to Section 10148 of the Code, Respondents shall jointly and severally
18 pay the Commissioner's reasonable cost, not to exceed \$12,672.99, for an audit to determine if
19 Respondents have corrected the violation(s) found in the Determination of Issues. In calculating
20 the amount of the 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 an
22 allocation for travel time to and from the auditor's place of work. Respondents shall pay such
23 cost within sixty (60) days of receiving an invoice therefore from the Commissioner. Payment of
24 the audit costs should not be made until Respondents receive the invoice. If Respondents fail to
25 satisfy this condition in a timely manner as provided for herein, Respondents' real estate license

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1 shall automatically be suspended until payment is made in full, or until a decision providing
2 otherwise is adopted following a hearing held pursuant to this condition.
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4
5 10/21/14
6 DATED

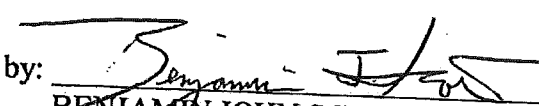
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8 
9 RICHARD K. UNO, Counsel III
10 BUREAU OF REAL ESTATE

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12 I have read the Stipulation and Agreement in Settlement and Order and its terms
13 are understood by me and are agreeable and acceptable to me. I understand that I am waiving
14 rights given to me by the California Administrative Procedure Act (including, but not limited
15 to, Sections 11506, 11508, 11509 and 11513 of the Government Code), and I willingly,
16 intelligently, and voluntarily waive those rights, including the right of requiring the
17 Commissioner to prove the allegations in the Accusation 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
19 of the charges.
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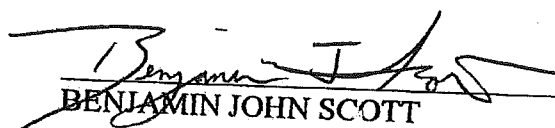
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22 ADVENT PROPERTY, INC.

23 by: 
24 BENJAMIN JOHN SCOTT
25 Designated Officer

26 10/10/2014
27 DATED

10/10/2014
DATED


BENJAMIN JOHN SCOTT

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

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4 10/14/2014
5 DATED

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DORON WEINBERG
Attorney for Respondents

1 The foregoing Stipulation and Agreement In Settlement and Order is hereby
2 adopted by the Real Estate Commissioner as his Decision and Order and shall become effective
3 at 12 o'clock noon on NOV 25 2014

4 IT IS SO ORDERED NOV 03 2014

REAL ESTATE COMMISSIONER

By: JEFFREY MASON
Chief Deputy Commissioner