

1 BUREAU OF REAL ESTATE  
2 P. O. Box 137007  
3 Sacramento, CA 95813-7007  
4 Telephone: (916) 263-8670  
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FILED  
APR 04 2016

BUREAU OF REAL ESTATE

By L. Frost

9  
10 BEFORE THE BUREAU OF REAL ESTATE  
11 STATE OF CALIFORNIA

12 \* \* \*

13 In the Matter of the Accusation of )  
14 ) NO. H-11783 SF  
15 )  
16 ) LEGAL ONE REALTY and )  
17 ) DANIEL MARC BORNSTEIN, )  
18 ) STIPULATION AND AGREEMENT  
19 )  
20 ) (As to Respondent Legal  
21 ) One Realty only)  
22 ) Respondents. )

23 It is hereby stipulated by and between LEGAL ONE REALTY ("Respondent"),  
24 acting by and through its counsel, Joshua A. Rosenthal, and the Complainant, acting by and  
25 through John W. Barron, Counsel for the Bureau of Real Estate, as follows for the purpose of  
26 settling and disposing of the Accusation filed on December 26, 2014, in this matter:

27 1. All issues which were to be contested and all evidence which was to be  
presented by Complainant and Respondent 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.

2. Respondent has received, read and understands the Statement to

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LEGAL ONE REALTY and  
DANIEL MARC BORNSTEIN

1 Respondent, the Discovery Provisions of the APA and the Accusation filed by the Bureau of  
2 Real Estate in this proceeding.

3           3.       On January 5, 2015, Respondent filed a Notice of Defense pursuant to  
4 Section 11505 of the Government Code for the purpose of requesting a hearing on the  
5 allegations in the Accusation. Respondent hereby freely and voluntarily withdraws said Notice  
6 of Defense. Respondent acknowledges that Respondent understands that by withdrawing said  
7 Notices of Defense, Respondent will thereby waive Respondent's right to require the Real  
8 Estate Commissioner ("Commissioner") to prove the allegations in the Accusation at a  
9 contested hearing held in accordance with the provisions of the APA and that Respondent will  
10 waive other rights afforded to Respondent in connection with the hearing such as the right to  
11 present evidence in defense of the allegations in the Accusation and the right to cross-examine  
12 witnesses.

13           4.       This Stipulation and Agreement is based on the factual allegations  
14 contained in the Accusation. Respondent chooses to remain silent and understands that, as a  
15 result thereof, these factual statements will serve as a prima facie basis for the "Determination  
16 of Issues" and "Order" set forth below. The Commissioner shall not be required to provide  
17 further evidence to prove such allegations.

18           5.       This Stipulation and Agreement, and Respondent's decision not to  
19 contest the Accusation, are made for the purpose of reaching an agreed disposition of this  
20 proceeding and are expressly limited to this proceeding and any other proceeding or case in  
21 which the Bureau of Real Estate, the State or the federal government, an agency of this State, or  
22 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 Respondent's 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  
27 Agreement, it shall be void and of no effect, and Respondent shall retain the right to a hearing

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1 (trust account withdrawals) of Title 10 of the California Code of Regulations ("Regulations").

2 ORDER

3 1

4 All licenses and licensing rights of Respondent under the Real Estate Law are  
5 suspended for a period of sixty (60) days from the effective date of the Decision and Order;  
6 provided, however, that:

7 1. Thirty (30) days of said suspension shall be stayed, upon the condition that  
8 Respondent petitions pursuant to Section 10175.2 of the Business and Professions Code and pays  
9 a monetary penalty pursuant to Section 10175.2 of the Business and Professions Code at a rate  
10 of \$150 for each day of the suspension for a total monetary penalty of \$4,500.

11 a. Said payment shall be in the form of a cashier's check or certified  
12 check made payable to the Recovery Account of the Real Estate Fund. Said check must be  
13 delivered to the Bureau prior to the effective date of the Decision in this matter.

14 b. No further cause for disciplinary action against the real estate  
15 license of Respondent occurs within two (2) years from the effective date of the decision in this  
16 matter.

17 c. If Respondent fails to pay the monetary penalty in accordance with  
18 the terms and conditions of the Decision, the Commissioner shall, without a hearing, order the  
19 immediate execution of all or any part of the stayed suspension, in which event, Respondent  
20 shall not be entitled to any repayment nor credit, prorated or otherwise, for money paid to the  
21 Bureau under the terms of this decision.

22 d. If Respondent pays the monetary penalty, and if no further cause  
23 for disciplinary action against the real estate license of Respondent occurs within two (2) years  
24 from the effective date of the Decision herein, then the stay hereby granted shall become  
25 permanent.

26 2. The remaining thirty (30) days of said suspension shall be stayed for two  
27 (2) years upon the following terms and conditions:



1           a. Respondent shall obey all laws, rules and regulations governing the  
2 rights, duties and responsibilities of a real estate licensee in the State of  
3 California; and

4           b. That no final subsequent determination be made, after hearing or  
5 upon stipulation, that cause for disciplinary action occurred within two (2)  
6 years from the effective date of this Order. Should such a determination be  
7 made, the Commissioner shall, in his discretion, vacate and set aside the stay  
8 order and re-impose all or a portion of the stayed suspension. Should no such  
9 determination be made, the stay imposed herein shall become permanent.

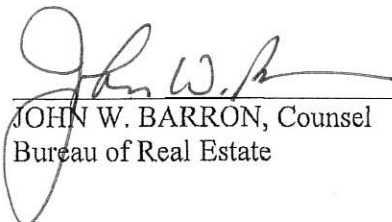
10           3. Respondent shall pay the sum of \$8,587.33 for the Commissioner's costs of  
11 the audit which led to this disciplinary action. Respondent shall pay such costs within sixty  
12 (60) days of receiving an invoice therefore from the Commissioner. The Commissioner may  
13 indefinitely suspend all licenses and licensing rights of Respondent pending a hearing held in  
14 accordance with Section 11500, et seq., of the Government Code, if payment is not timely  
15 made as provided for herein, or as provided for in a subsequent agreement between Respondent  
16 and the Commissioner. The suspension shall remain in effect until payment is made in full or  
17 until Respondent enters into an agreement satisfactory to the Commissioner to provide for  
18 payment, or until a decision providing otherwise is adopted following a hearing held pursuant  
19 to this condition.

20           2. Respondent shall pay the Commissioner's costs, not to exceed \$8,587.33, of  
21 any audit conducted pursuant to Section 10148 of the Code to determine if Respondent has  
22 corrected the violations described in the Determination of Issues, above, and any other  
23 violations found in the audit which led to this disciplinary action. In calculating the amount of  
24 the Commissioner's reasonable costs, the Commissioner may use the estimated average hourly  
25 salary for all persons performing audits of real estate brokers, and shall include an allocation  
26 for travel time to and from the auditor's place of work. Respondent shall pay such costs within  
27 sixty (60) days of receiving an invoice therefor from the Commissioner detailing the activities

1 performed during the audit and the amount of time spent performing those activities. If  
2 Respondent fails to pay such costs within the sixty (60) days, the Commissioner may  
3 indefinitely suspend all licenses and licensing rights of Respondent under the Real Estate Law  
4 until payment is made in full or until Respondent enters into an agreement satisfactory to the  
5 Commissioner to provide for payment. Upon full payment, the indefinite suspension provided  
6 for in this paragraph shall be stayed.

7 3. All licenses and licensing rights of Respondent are indefinitely suspended  
8 unless or until Respondent pays the sum of \$611.50 for the Commissioner's reasonable costs of  
9 the investigation and enforcement which led to this disciplinary action. Said payment shall be  
10 in the form of a cashier's check or certified check made payable to the Real Estate Fund and  
11 mailed to: Bureau of Real Estate, P. O. Box 137007, Sacramento, CA 95813-7007 or delivered  
12 to the Bureau of Real Estate at 1651 Exposition Boulevard, Sacramento, CA 95815. Said  
13 check must be received by the Bureau prior to the effective date of the Order in this matter.

14  
15 10/14/15  
16 DATED

17   
18 JOHN W. BARRON, Counsel  
19 Bureau of Real Estate

20 \* \* \*

21 I have read the Stipulation and Agreement and its terms are understood by me  
22 and are agreeable and acceptable to me. I understand that I am waiving rights given to me by  
23 the California Administrative Procedure Act (including but not limited to Sections 11506,  
24 11508, 11509, and 11513 of the Government Code), and I willingly, intelligently, and  
25 voluntarily waive those rights, including the right of requiring the Commissioner to prove the

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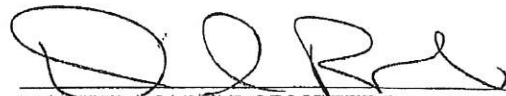
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1 allegations in the Accusation at a hearing at which I would have the right to cross-examine  
2 witnesses against me and to present evidence in defense and mitigation of the charges.

3  
4 10-13-15

5 DATED



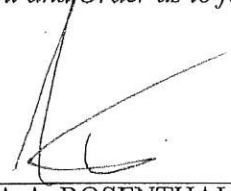
DANIEL MARC BORNSTEIN,  
Designated Officer/Broker for  
Respondent LEGAL ONE REALTY

7 \* \* \*

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

10  
11 10-14-15

12 DATED

  
JOSHUA A. ROSENTHAL  
Attorney for Respondents

13  
14 \* \* \*

15  
16 The foregoing Stipulation and Agreement is hereby adopted by me as my  
17 Decision in this matter as to Respondent LEGAL ONE REALTY and shall become effective at  
18 12 o'clock noon on APR 25 2016

19 IT IS SO ORDERED MARCH 26, 2016

20 REAL ESTATE COMMISSIONER  
21   
22

23 By: JEFFREY MASON  
24 Chief Deputy Commissioner  
25  
26  
27