

1 Bureau of Real Estate  
2 P.O. Box 187007  
3 Sacramento, CA 95818-7007

4 Telephone: (916) 227-0781

**FILED**

AUG 23 2017

BUREAU OF REAL ESTATE

By B. Nicholas

BEFORE THE BUREAU OF REAL ESTATE

STATE OF CALIFORNIA

\* \* \*

11 In the Matter of the Accusation of )

12 TENANTFINDERS INCORPORATED, and )  
13 TILTON MARK QUON )

14 Respondents.)

No. H-12029 SF

STIPULATION AND  
AGREEMENT

15 It is hereby stipulated by and between TENANTFINDERS INCORPORATED  
16 (TI), and TILTON MARK QUON (QUON) (collectively "Respondents"), represented by Sean B.  
17 Absher, and the Complainant, acting by and through Truly Sughrue, Counsel for the Bureau of  
18 Real Estate (Bureau), as follows for the purpose of settling and disposing the First Amended  
19 Accusation filed on November 22, 2016, in this matter:

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

25 2. Respondents have received, read, and understand the Statement to  
26 Respondent, and the Discovery Provisions of the APA filed by the Bureau in this proceeding.  
27

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

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

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

20                   6.       Respondents understand that by agreeing to this Stipulation and  
21 Agreement, Respondents agrees to pay, pursuant to Section 10148 of the California Business  
22 and Professions Code (Code), the cost of the audit, which resulted in the determination that  
23 Respondents committed the trust fund handling violation(s) found in the Determination of  
24 Issues. The amount of said costs is \$2,733.77 (\$5,034.72 audit cost minus \$2,300.95 paid per  
25 H-11357 SF).

26 ///

27 ///

1                   7.     Respondents further understand that by agreeing to this Stipulation and  
2 Agreement, the findings set forth below in the Determination of Issues become final, and that  
3 the Commissioner may charge said Respondents for the costs of any audit conducted pursuant to  
4 Section 10148 of the Code to determine if the violations have been corrected. The maximum  
5 costs of said audit shall not exceed \$6,293.40.

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

13                  9.     The Order or any subsequent Order of the Commissioner made pursuant to  
14 this Stipulation and Agreement shall not constitute an estoppel, merger or bar to any further  
15 administrative or civil proceedings by the Bureau with respect to any matters which were not  
16 specifically alleged to be causes for TI in Accusation H-12029 SF.

17                                 \* \* \*

18                                 DETERMINATION OF ISSUES

19                   By reason of the foregoing stipulations and waivers and solely for the purpose of  
20 settlement of the pending Accusation without a hearing, it is stipulated and agreed that the  
21 following determination of issues shall be made:

22                                 I

23                   The acts and omissions of Respondents as described in the Accusation are  
24 grounds for the suspension or revocation of Respondents' licenses and license rights under  
25 Section 10177(d) of the Code.

26                   ///

27                   ///



III

1. Pursuant to Section 10148 of the Code, Respondents shall jointly and severally pay the sum of \$2,733.77 for the Commissioner's cost of the audit which led to this disciplinary TI. Respondents shall pay such cost within sixty (60) days of receiving an invoice therefore from the Commissioner. Payment of audit costs should not be made until Respondents receive the invoice. If Respondents fail to satisfy this condition in a timely manner as provided for herein, Respondents' real estate license shall automatically be suspended until payment is made in full, or until a decision providing otherwise is adopted following a hearing held pursuant to this condition.

2. Pursuant to Section 10148 of the Code, Respondents shall pay the Commissioner's reasonable cost, not to exceed \$6,293.40, for an audit to determine if Respondents have corrected the violation(s) found in the Determination of Issues. In calculating the amount of the Commissioner's reasonable cost, the Commissioner may use the estimated average hourly salary for all persons performing audits of real estate brokers, and shall include an allocation for travel time to and from the auditor's place of work. Respondents shall pay such cost within sixty (60) days of receiving an invoice therefore from the Commissioner. Payment of the audit costs should not be made until Respondents receive the invoice. If Respondents fail to satisfy this condition in a timely manner as provided for herein, Respondents' real estate license shall automatically be suspended until payment is made in full, or until a decision providing otherwise is adopted following a hearing held pursuant to this condition.

11-July-17  
DATED

TRULY SUGHRUE  
Counsel for Complainant

\* \* \*

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

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

16 6/26/17  
17 DATED

Tilton Mark Quon  
Tilton Mark Quon, for  
TENANTFINDERS INCORPORATED  
Respondent

20 6/26/17  
21 DATED

Tilton Mark Quon  
TILTON MARK QUON  
Respondent

22 \*\*\*

23 I have reviewed the Stipulation and Agreement as to form and content and have  
24 advised my clients accordingly.

25 7/5/17  
26 DATED

Sean B. Absher  
SEAN B. ABSHER  
Attorney for Respondents

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27

\*\*\*

The foregoing Stipulation and Agreement is hereby adopted as my Decision and  
Order and shall become effective at 12 o'clock noon on SEP 13 2017

IT IS SO ORDERED 8/18/17

WAYNE S. BELL  
REAL ESTATE COMMISSIONER

