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BUREAU OF REAL ESTATE

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**BEFORE THE BUREAU OF REAL ESTATE
STATE OF CALIFORNIA**

In the Matter of the Accusation of:

BROKER'S NETWORK, INC. and MICHAEL
MARK MENDOZA,

Respondents.

No. H-12097 SF

STIPULATION AND
AGREEMENT IN
SETTLEMENT AND ORDER

It is hereby stipulated by and between BROKER'S NETWORK, INC. ("BNI") and MICHAEL MARK MENDOZA ("MENDOZA") (collectively "Respondents") and their attorney, Nick D. Fine of the Shannon B. Jones Law Group, Inc., and the Complainant, acting by and through Adriana Z. Badilas, Counsel for the Bureau of Real Estate ("Bureau"), as follows for the purpose of settling and disposing of the Accusation filed on July 13, 2017, 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.

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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 Bureau in this
3 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 will waive Respondents' right to require the Real Estate
8 Commissioner ("Commissioner") to prove the allegations in the Accusation at a contested
9 hearing held in accordance with the provisions of the APA and that Respondents will waive other
10 rights afforded to Respondents in connection with the hearing, such as the right to present
11 evidence in defense of the allegations in the Accusation and the right to cross-examine witnesses.

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

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

23 6. This Decision and Order or any subsequent Order of the Commissioner
24 made pursuant to this Stipulation and Agreement shall not constitute an estoppel, merger or bar
25 to any further administrative or civil proceedings by the Bureau with respect to any matters,
26 which were not specifically alleged in Accusation H-12097 SF.

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1 b. No further cause for disciplinary action against the real estate license
2 of BNI occurs within two (2) years from the effective date of the Order in this matter.

3 c. If BNI fails to pay the monetary penalty in accordance with the terms
4 and conditions of the Decision, the Commissioner may, without a hearing, order the immediate
5 execution of all or any part of the stayed suspension, in which event, BNI shall not be entitled to
6 any repayment nor credit, prorated or otherwise, for money paid to the Bureau under the terms of
7 this decision.

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

11 ORDER AS TO MENDOZA

12 I

13 All licenses and licensing rights of MENDOZA under the Real Estate Law are
14 suspended for a period of ninety (90) days from the effective date of this Order; provided,
15 however, that:

16 1. Ninety (90) days of said suspension shall be stayed upon the condition that
17 BNI petition, pursuant to Section 10175.2 of the Code, and pays a monetary penalty, pursuant to
18 Section 10175.2 of the Code, at a rate of \$35 for each day of the suspension, for a total monetary
19 penalty of \$3,150.00.

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

24 b. No further cause for disciplinary action against the real estate license
25 of MENDOZA occurs within two (2) years from the effective date of the Order in this matter.

26 c. If MENDOZA fails to pay the monetary penalty in accordance with the
27 terms and conditions of the Decision, the Commissioner may, without a hearing, order the

1 immediate execution of all or any part of the stayed suspension, in which event, MENDOZA
2 shall not be entitled to any repayment nor credit, prorated or otherwise, for money paid to the
3 Bureau under the terms of this decision.

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

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

12 ORDER AS TO BNI AND MENDOZA

13 I

14 1. All licenses and licensing rights of Respondents are indefinitely
15 suspended unless or until Respondents, jointly and severally, pay the sum of \$1,737.20 for the
16 Commissioner's reasonable costs of the investigation and enforcement that led to this
17 disciplinary action. Said payment shall be in the form of a cashier's check or certified check
18 made payable to the Bureau. The investigative and enforcement costs must be delivered to the
19 Bureau of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to
20 the effective date of this Order.

21 2. Respondents, jointly and severally, shall pay the sum of \$1,501.32 for
22 the Commissioner's cost of the audit which led to this disciplinary action. Respondents shall
23 pay such cost within sixty (60) days of receiving an invoice therefore from the Commissioner.
24 The Commissioner shall indefinitely suspend all licenses and licensing rights of Respondents
25 pending a hearing held in accordance with Section 11500, et seq., of the Government Code, if
26 payment is not timely made as provided for herein, or as provided for in a subsequent
27 agreement between Respondents and the Commissioner. The suspension shall remain in effect

1 until payment is made in full or until Respondents enter into an agreement satisfactory to the
2 Commissioner to provide for payment, or until a decision providing otherwise is adopted
3 following a hearing held pursuant to this condition.

4 3. Pursuant to Section 10148 of the Code, Respondents, jointly and
5 severally, shall pay the Commissioner's reasonable cost, not to exceed \$2,251.98, for an audit
6 to determine if Respondents have corrected the violation(s) found in audit #OK150138. In
7 calculating the amount of the Commissioner's reasonable cost, the Commissioner may use the
8 estimated average hourly salary for all persons performing audits of real estate brokers, and
9 shall include an allocation for travel time to and from the auditor's place of work. Respondents,
10 jointly and severally, shall pay such cost within sixty (60) days of receiving an invoice
11 therefore from the Commissioner. Payment of the audit costs should not be made until
12 Respondents receive the invoice. If Respondents fail to satisfy this condition in a timely
13 manner as provided for herein, Respondents' real estate license shall automatically be
14 suspended until payment is made in full, or until a decision providing otherwise is adopted
15 following a hearing held pursuant to this condition.

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2/27/18

18 DATED



ADRIANA Z. BADILAS, Counsel
Bureau of Real Estate


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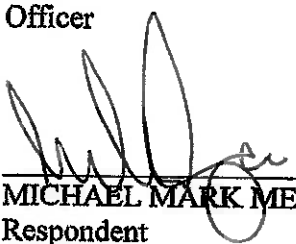
21 I have read the Stipulation and Agreement, have discussed it with my counsel,
22 and its terms are understood by me and are agreeable and acceptable to me. I understand that I
23 am waiving rights given to me by the APA (including but not limited to Sections 11506,
24 11508, 11509, and 11513 of the Government Code), and I willingly, intelligently, and
25 voluntarily waive those rights, including the right of requiring the Commissioner to prove the
26 allegations in the Accusation at a hearing at which I would have the right to cross-examine
27 witnesses against me and to present evidence in defense and mitigation of the charges.

1 Respondents can signify acceptance and approval of the terms and conditions of
2 this Stipulation and Agreement by faxing a copy of the signature page, as actually signed by
3 Respondent, to the Bureau at fax number (916) 263-3767 or by e-mail to
4 adriana.badilas@DRE.ca.gov. Respondents agree, acknowledge, and understand that by
5 electronically sending to the Bureau a fax copy of Respondents' actual signature as it appears
6 on the Stipulation and Agreement, that receipt of the faxed copy by the Bureau shall be as
7 binding on Respondents as if the Bureau had received the original signed Stipulation and
8 Agreement.

10
11 02/20/18
12 DATED


BROKER'S NETWORK, INC.
By: Michael Mark Mendoza, Designated
Officer

14
15 02/20/18
16 DATED


MICHAEL MARK MENDOZA
Respondent

18 * * *

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

22
23 DATED

NICK D. FINE
Shannon B. Jones Law Group, Inc.
Attorney for Respondents

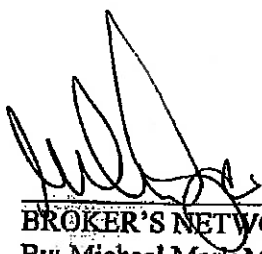
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Respondents can signify acceptance and approval of the terms and conditions of this Stipulation and Agreement by faxing a copy of the signature page, as actually signed by Respondent, to the Bureau at fax number (916) 263-3767 or by e-mail to adriana.badilas@DRE.ca.gov. Respondents agree, acknowledge, and understand that by electronically sending to the Bureau a fax copy of Respondents' actual signature as it appears on the Stipulation and Agreement, that receipt of the faxed copy by the Bureau shall be as binding on Respondents as if the Bureau had received the original signed Stipulation and Agreement.

02/20/18

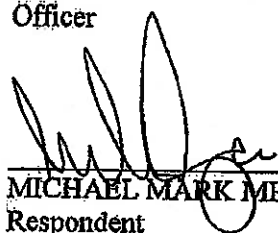
DATED



BROKER'S NETWORK, INC.
By: Michael Mark Mendoza, Designated Officer

02/20/18

DATED



MICHAEL MARK MENDOZA
Respondent

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

2/21/18

DATED



NICK D. FINE
Shannon B. Jones Law Group, Inc.
Attorney for Respondents

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The foregoing Stipulation and Agreement In Settlement and Order is hereby
adopted by the Real Estate Commissioner as his Decision and Order and shall become effective
at 12 o'clock noon on **JUN 13 2018**

IT IS SO ORDERED May 22, 2018

WAYNE S. BELL
REAL ESTATE COMMISSIONER



By: DANIEL J. SANDRI
Chief Deputy Commissioner