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FILED

APR 23 2021

DEPARTMENT OF REAL ESTATE
By B. Nicholas

BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of:

CHRISTIAN CHURCH HOMES OF NORTHERN
CALIFORNIA and RHAL PATEL,
Respondents.

No. H-12354 SF

STIPULATION AND
AGREEMENT IN
SETTLEMENT AND ORDER

It is hereby stipulated by and between CHRISTIAN CHURCH HOMES OF NORTHERN CALIFORNIA ("CCHNC") and its attorney Louis A. Gonzalez of the Weintraub Tobin Chediak Coleman Grodin Law Group and Complainant, acting by and through Adriana Z. Badilas, Counsel for the Department of Real Estate ("Department"), as follows for the purpose of settling and disposing of the Accusation filed on January 23, 2019, in this matter:

1. All issues which were to be contested and all evidence which was to be presented by Complainant and CCHNC 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. CCHNC has received, read, and understands the Statement to Respondent, the Discovery Provisions of the APA and the Accusation filed by the Department in this proceeding.

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1 3. CCHNC 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 CCHNC hereby freely and voluntarily withdraws said Notice of Defense. CCHNC acknowledges
4 that CCHNC will waive its right to require the Real Estate Commissioner ("Commissioner") to
5 prove the allegations in the Accusation at a contested hearing held in accordance with the
6 provisions of the APA and that CCHNC will waive other rights afforded to CCHNC in
7 connection with the hearing, such as the right to present evidence in defense of the allegations in
8 the Accusation and the right to cross-examine witnesses.

9 4. This Stipulation and Agreement and CCHNC's decision not to contest the
10 Accusation are made for the purpose of reaching an agreed disposition of this proceeding and are
11 expressly limited to this proceeding and any other proceeding or case in which the Department,
12 the state or federal government, an agency of this state, or an agency of another state is involved.

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

20 6. This Decision and Order or any subsequent Order of the Commissioner
21 made pursuant to this Stipulation and Agreement shall not constitute an estoppel, merger or bar
22 to any further administrative or civil proceedings by the Department with respect to any matters,
23 which were not specifically alleged in Accusation H-12354 SF.

24 DETERMINATION OF ISSUES

25 By reason of the foregoing stipulations, admissions, and waivers and solely for the
26 purpose of settlement of the pending Accusation without hearing, it is stipulated and agreed that
27 the following Determination of Issues shall be made:

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The acts and/or omissions of CCHNC, as described in the Accusation, are grounds for the suspension or revocation of the license and license rights of CCHNC under Business and Professions Code ("Code") Sections 10145, 10177(d), and 10177(g), in conjunction with the California Code of Regulations ("Regulations"), Title 10, Sections 2831, 2832, and 2832.1.

ORDER

The license and licensing rights of CCHNC under the Real Estate Law are revoked; provided, however, a restricted real estate corporate broker license shall be issued to CCHNC pursuant to Section 10156.5 of the Code if CCHNC makes application therefore for the restricted license within ninety (90) days from the effective date of this Decision and Order. The restricted license issued to CCHNC shall be subject to all of the provisions of Section 10156.7 of the Code and to the following limitations, conditions and restrictions imposed under authority of Section 10156.6 of that Code:

1. The restricted license issued to CCHNC may be suspended prior to hearing by Order of the Commissioner on evidence satisfactory to the Commissioner that CCHNC has violated provisions of the California Real Estate Law, the Subdivided Lands Law, Regulations of the Real Estate Commissioner or conditions attaching to the restricted license.

2. CCHNC shall not be eligible to petition for the issuance of any unrestricted real estate license nor for removal of any of the conditions, limitations or restrictions of a restricted license until two (2) years have elapsed from the effective date of this Decision and Order. CCHNC shall not be eligible to apply for any unrestricted license until all restrictions attaching to the license have been removed.

3. The license and licensing rights of CCHNC are indefinitely suspended unless or until CCHNC pays the sum of \$2,857.30 for the Commissioner's reasonable costs of the investigation and enforcement which led to this disciplinary action. Said payment shall be in the form of a cashier's check or certified check made payable to the Department of Real Estate. The investigative and enforcement costs must be delivered to the Department of Real Estate, Flag

1 Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective date of this
2 Order.

3 4. CCHNC shall pay the sum of \$3,802 for the Commissioner's cost of the
4 audit that led to this disciplinary action. CCHNC shall pay such cost within sixty (60) days of
5 receiving an invoice from the Commissioner. The Commissioner shall indefinitely suspend the
6 license and licensing rights of CCHNC pending a hearing held in accordance with Section 11500,
7 et seq., of the Government Code, if payment is not timely made as provided for herein, or as
8 provided for in a subsequent agreement between CCHNC and the Commissioner. The suspension
9 shall remain in effect until payment is made in full or until CCHNC enters into an agreement
10 satisfactory to the Commissioner to provide for payment, or until a decision providing otherwise
11 is adopted following a hearing held pursuant to this condition.

12 5. CCHNC shall pay the Commissioner's costs, not to exceed \$4,752.50 of
13 any audit conducted pursuant to Section 10148 of the Code to determine if CCHNC has corrected
14 the violations described in the Determination of Issues, above, and any other violations found in
15 the audit that led to this disciplinary action. In calculating the amount of the Commissioner's
16 reasonable cost, the Commissioner may use the estimated average hourly salary for all persons
17 performing audits of real estate brokers, and shall include an allocation for travel time to and
18 from the auditor's place of work. CCHNC shall pay such cost within sixty (60) days of receiving
19 an invoice therefore from the Commissioner detailing the activities performed during the audit
20 and the amount of time spent performing those activities. If CCHNC fails to pay such cost within
21 the sixty (60) days, the Commissioner shall indefinitely suspend the license and licensing rights
22 of CCHNC under the Real Estate Law until payment is made in full or until CCHNC enters into
23 an agreement satisfactory to the Commissioner to provide for payment. Upon full payment, the
24 indefinite suspension provided for in this paragraph shall be stayed.

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6/15/20



DATED

ADRIANA Z. BADILAS, Counsel
Department of Real Estate

* * *

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

CCHNC 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 a lawful representative of CCHNC, to the Department at fax number (916) 263-3767 or by e-mail to adriana.badilas@DRE.ca.gov. CCHNC agrees, acknowledges, and understands that by electronically sending to the Department a fax copy of CCHNC's actual signature as it appears on the Stipulation and Agreement, that receipt of the faxed copy by the Department shall be as binding on CCHNC as if the Department had received the original signed Stipulation and Agreement.

6/15/2020



DATED

CAROL G. FRANK
Designated Officer for Respondent CCHNC

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

6-15-2020

DATED



LOUIS A. GONZALEZ
Attorney for CCHNC

The foregoing Stipulation and Agreement In Settlement and Order is hereby adopted by the Real Estate Commissioner as her Decision and Order and shall become effective at 12 o'clock noon on MAY 14 2021.

IT IS SO ORDERED

3.9.21

DOUGLAS R. McCAULEY
REAL ESTATE COMMISSIONER

