

1 3. On October 4, 2021, a Notice of Defense was received from all Respondents
2 pursuant to Section 11505 of the Government Code for the purpose of requesting a hearing on
3 the allegations made in the Accusation. Respondents hereby freely and voluntarily withdraw
4 said Notices of Defense. Respondents acknowledge that they understand that by withdrawing
5 said Notices of Defense they will thereby waive their rights to require the Commissioner to
6 prove the allegations in the Accusation at a contested hearing held in accordance with the
7 provisions of the APA and that they will waive other rights afforded to them in connection
8 with the hearing such as the right to present evidence in defense of the allegations in the
9 Accusation and the right to 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 chooses not to contest
12 these factual allegations, but to remain silent and understand that, as a result thereof, these
13 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 is made for the purpose of reaching an
17 agreed disposition of this proceeding and is expressly limited to this proceeding and any other
18 proceeding or case in which the Department, the state or federal government, any agency of
19 this state, or an agency of another state is involved.

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

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

- b) No further cause for disciplinary action against the real estate license of EMJ occurs within two (2) years from the effective date of the decision in this matter.
- c) If EMJ fails to pay the monetary penalty as provided above prior to the effective date of this Order, the stay of the suspension shall be vacated as to EMJ and the order of suspension shall be immediately executed, under this Order, in which event EMJ shall not be entitled to any repayment nor credit, prorated or otherwise, for the money paid to the Department under the terms of this Order.
- d) If EMJ pays the monetary penalty and any other moneys due under this Stipulation and if no further cause for disciplinary action against the real estate license of EMJ occurs within two (2) years from the effective date of this Order, the entire stay hereby granted in this Order shall become permanent.

2. Forty-five (45) days of said suspension shall be stayed for two (2) years upon the following terms and conditions:

- a) EMJ shall obey all laws, rules and regulations governing the rights, duties and responsibilities of a real estate licensee in the State of California; and,
- b) That no final subsequent determination be made, after hearing or upon stipulation that cause for disciplinary action occurred within two (2) years from the effective date of this Order. Should such a determination be made, the Commissioner may, in his discretion, vacate and set aside the stay order and re-impose all or a portion of the stayed suspension. Should no such determination be made, the stay imposed herein shall become permanent.

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nor credit, prorated or otherwise, for the money paid to the Department under the terms of this Order.

d) If SCHMITT pays the monetary penalty and any other moneys due under this Stipulation and if no further cause for disciplinary action against the real estate license of SCHMITT occurs within two (2) years from the effective date of this Order, the entire stay hereby granted in this Order shall become permanent.

2. Forty-five (45) days of said suspension shall be stayed for two (2) years upon the following terms and conditions:

a) SCHMITT shall obey all laws, rules and regulations governing the rights, duties and responsibilities of a real estate licensee in the State of California; and

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


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

4. All licenses and licensing rights of SCHMITT, are indefinitely suspended unless or until SCHMITT, jointly and severally with EMJ, pay the sum of \$3,731.25 for the Commissioner's reasonable cost 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

1 made payable to the Department of Real Estate. The investigative and enforcement costs must be
2 delivered to the Department of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA
3 95813-7013, prior to the effective date of this Order.

4
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6 5/25/22

7 DATED


8 ADRIANA Z. BADILAS, Counsel
9 Department of Real Estate

10 * * *

11 I have read the Stipulation and Agreement and its terms are understood by me
12 and are agreeable and acceptable to me. I understand that I am waiving rights given to me by
13 the California Administrative Procedure Act (including but not limited to Sections 11506,
14 11508, 11509 and 11513 of the Government Code), and I willingly, intelligently, and
15 voluntarily waive those rights, including the right of requiring the Commissioner to prove the
16 allegations in the Second Amended Accusation at a hearing at which I would have the right to
17 cross-examine witnesses against me and to present evidence in defense and mitigation of the
18 charges.

19 Respondents and Respondents' attorney further agree to send the original signed
20 Stipulation and Agreement by mail to the following address no later than one (1) week from the
21 date the Stipulation and Agreement is signed by Respondents and Respondents' attorney:
22 *Department of Real Estate, Legal Section, P.O. Box 137007, Sacramento, California 95813-*
23 *7007.*

24 Respondents and Respondents' attorney understand and agree that if they fail to
25 return the original signed Stipulation and Agreement by the due date, Complainant retains the
26 right to set this matter for hearing.

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May 17, 2022
DATED

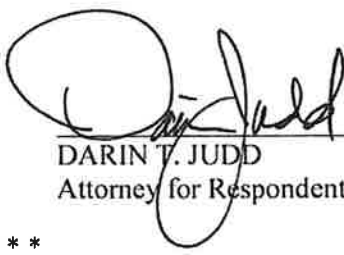
EDWARD SCHMITT JR.
EDWARD SCHMITT JR.
Designated Officer for Respondent
EMJ CAPITAL REALTY CORP.

DATED

GUADALUPE SCHMITT
Respondent

*I have reviewed the Stipulation and Agreement as to form and content and
have advised my client accordingly.*

May 24, 2022
DATED


DARIN T. JUDD
Attorney for Respondents

The foregoing Stipulation and Agreement is hereby adopted as my Decision in
this matter and shall become effective at 12 o'clock noon on _____.

IT IS SO ORDERED _____, 2022.

REAL ESTATE COMMISSIONER


DOUGLAS R. McCAULEY

Signature:  _____
EDDY SCHMITT JR (May 11, 2022 12:51 PDT)

Email: eddyceo@emjcapital.com

Signature:

Email: guadalupe.schmitt@yahoo.com

Signature: 
Guadalupe Schmitt (May 24, 2022 14:15 PDT)
Email: guadalupe.schmitt@yahoo.com

Signature: 
Eddy CEO (May 24, 2022 14:16 PDT)
Email: eddyceo@emjcapital.com

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DATED

EDWARD SCHMITT JR
Designated Officer for Respondent
EMJ CAPITAL REALTY CORP.

May 24, 2022

Guadalupe Schmitt
GUADALUPE SCHMITT
Respondent

* * *

*I have reviewed the Stipulation and Agreement as to form and content and
have advised my client accordingly.*

DATED


DARIN T. JUDD
Attorney for Respondents

* * *

The foregoing Stipulation and Agreement is hereby adopted as my Decision in
this matter and shall become effective at 12 o'clock noon on **AUG 23 2022** .

IT IS SO ORDERED **7.8.22** , 2022.

REAL ESTATE COMMISSIONER



DOUGLAS R. McCAULEY