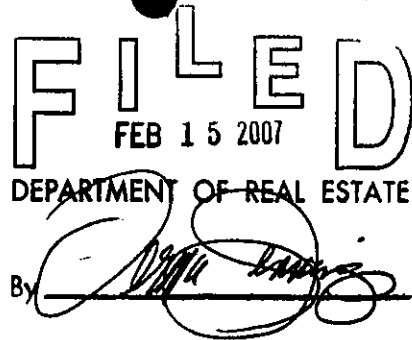


1 Department of Real Estate  
2 320 W. 4<sup>th</sup> St., Room 350  
3 Los Angeles, California 90013  
4 Telephone: (213) 576-6982



5  
6  
7  
8 BEFORE THE DEPARTMENT OF REAL ESTATE  
9 STATE OF CALIFORNIA

10 \* \* \*

11 In the Matter of the Accusation of ) No. H-32667 LA  
12 ) L-2006 100 104  
13 DIO SELINA LE BLANC, )  
14 and GUDELIA LARES, ) STIPULATION AND  
15 ) AGREEMENT  
16 Respondents, )  
17 )

18 It is hereby stipulated by and between DIO SELINA LE  
19 BLANC (sometimes referred to as Respondent), and the  
20 Complainant, acting by and through James R. Peel, Counsel for  
21 the Department of Real Estate, as follows for the purpose of  
22 settling and disposing of the Accusation filed on April 11,  
23 2006, in this matter.

24 1. All issues which were to be contested and all  
25 evidence which was to be presented by Complainant and Respondent  
26 at a formal hearing on the Accusation, which hearing  
27 was to be held in accordance with the provisions of the  
Administrative Procedure Act ("APA"), shall instead and in place

1 thereof be submitted solely on the basis of the provisions of  
2 this Stipulation and Agreement ("Stipulation").

3           2. Respondent has received, read and understands the  
4 Statement to Respondent, the Discovery Provisions of the  
5 Administrative Procedure Act ("APA") and the Accusation filed by  
6 the Department of Real Estate in this proceeding.

7           3. On June 14, 2006, Respondent filed a Notice of  
8 Defense pursuant to Section 11506 of the Government Code for the  
9 purpose of requesting a hearing on the allegations in the  
10 Accusation. Respondent hereby freely and voluntarily withdraws  
11 said Notice of Defense. Respondent acknowledges that she  
12 understands that by withdrawing said Notice of Defense she will  
13 thereby waive her right to require the Commissioner to prove the  
14 allegations in the Accusation at a contested hearing held in  
15 accordance with the provisions of the APA and that she will  
16 waive other rights afforded to her in connection with the  
17 hearing, such as the right to present evidence in defense of the  
18 allegations in the Accusation and the right to cross-examine  
19 witnesses.

20           4. This Stipulation is based on the factual  
21 allegations contained in the Accusation filed in this  
22 proceeding. In the interest of expedience and economy,  
23 Respondent chooses not to contest these factual allegations, but  
24 to remain silent and understands that, as a result thereof,  
25 these factual statements, will serve as a prima facie basis for  
26 the disciplinary action stipulated to herein. The Real Estate  
27

1 Commissioner shall not be required to provide further evidence  
2 to prove such allegations.

3 5. This Stipulation and Respondent's decision not to  
4 contest the Accusation is made for the purpose of reaching an  
5 agreed disposition of this proceeding and is expressly limited  
6 to this proceeding and any other proceeding or case in which the  
7 Department of Real Estate ("Department"), the state or federal  
8 government, or an agency of this state, another state or the  
9 federal government is involved.

10 6. It is understood by the parties that the Real  
11 Estate Commissioner may adopt the Stipulation as his decision  
12 in this matter thereby imposing the penalty and sanctions on  
13 Respondent's real estate licenses and license rights as set  
14 forth in the below "Order". In the event that the Commissioner  
15 in his discretion does not adopt the Stipulation, the  
16 Stipulation shall be void and of no effect, and Respondent shall  
17 retain the right to a hearing on the Accusation under all the  
18 provisions of the APA and shall not be bound by any stipulation  
19 or waiver made herein.  
20

21 7. The Order or any subsequent Order of the Real  
22 Estate Commissioner made pursuant to this Stipulation shall not  
23 constitute an estoppel, merger or bar to any further  
24 administrative or civil proceedings by the Department of Real  
25 Estate with respect to any conduct which was not specifically  
26 alleged to be causes for accusation in this proceeding.  
27

DETERMINATION OF ISSUES

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

The conduct, acts and/or omissions of Respondent DIO SELINA LE BLANC, as set forth in the Accusation, constitute cause for the suspension or revocation of all of the real estate licenses and license rights of Respondent under the provisions of Section 10137 of the Business and Professions Code ("Code").

ORDER

All licenses and licensing rights of Respondent DIO SELINA LE BLANC under the Real Estate Law are suspended for a period of sixty (60) days from the effective date of this Decision; provided, however, that thirty (30) days of said suspension shall be stayed for two (2) years upon the following terms and conditions:

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

2. That no final subsequent determination be made, after hearing or upon stipulation that cause for disciplinary action occurred within two (2) years of the effective date of this Decision. Should such a determination be made, the Commissioner may, in his discretion, vacate and set aside the stay order and reimpose all or a portion of the stayed

1 suspension. Should no such determination be made, the stay  
2 imposed herein shall become permanent.

3 3. Provided, however, that if Respondent petitions,  
4 the remaining thirty (30) days of said sixty (60) day  
5 suspension, or any portion thereof, shall be stayed upon  
6 condition that:

7 a. Respondent pays a monetary penalty pursuant to  
8 Section 10175.2 of the Business and Professions Code at the rate  
9 of \$50 for each day of the suspension for a maximum monetary  
10 penalty of \$1,500.

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

16 c. No further cause for disciplinary action  
17 against the real estate licenses of Respondent occurs within two  
18 (2) years from the effective date of the Decision in this  
19 matter.  
20

21 d. If Respondent fails to pay the monetary  
22 penalty in accordance with the terms and conditions of the  
23 Decision, the Commissioner may, without a hearing, order the  
24 immediate execution of all or any part of the stayed suspension  
25 in which event the Respondent shall not be entitled to any  
26 repayment nor credit, prorated or otherwise, for money paid to  
27 the Department under the terms of this Decision.

1 e. If Respondent pays the monetary penalty and if  
2 no further cause for disciplinary action against the real estate  
3 license of Respondent occurs within two (2) years from the  
4 effective date of the Decision, the stay hereby granted shall  
5 become permanent.

6  
7  
8 DATED: Jan 16, 2007 James R. Peel  
9 JAMES R. PEEL, Counsel for the  
Department of Real Estate

10 \* \* \*

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

22 Respondent can signify acceptance and approval of the  
23 terms and conditions of this Stipulation and Agreement by faxing  
24 a copy of the signature page, as actually signed by Respondent,  
25 to the Department at the following telephone/fax number:  
26 (213) 576-6917. Respondent agrees, acknowledges and understands  
27 that by electronically sending to the Department a fax copy of

NOV-27-08 MON 03:21 PM

FAX NO.

P. 07/07


1 his or her actual signature as it appears on the Stipulation and  
2 Agreement, that receipt of the faxed copy by the Department  
3 shall be as binding on Respondent as if the Department had  
4 received the original signed Stipulation and Agreement.

5 Further, if the Respondent is represented, the  
6 Respondent's counsel can signify his or her agreement to the  
7 terms and conditions of the Stipulation and Agreement by  
8 submitting that signature via fax.

9  
10 DATED: 1-5-2007

  
DIO SELINA LE BLANC  
Respondent

11  
12 DATED: 1-8-2007

  
FRANK M. BUDA,  
Counsel for Respondent

13  
14  
15 \* \* \*

16 The foregoing Stipulation and Agreement is hereby  
17 adopted as my Decision and Order in this matter, and shall  
18 become effective at 12 o'clock noon on \_\_\_\_\_.

19 IT IS SO ORDERED \_\_\_\_\_

20  
21 JEFF DAVI  
22 Real Estate Commissioner  
23  
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26  
27

1 his or her actual signature as it appears on the Stipulation and  
2 Agreement, that receipt of the faxed copy by the Department  
3 shall be as binding on Respondent as if the Department had  
4 received the original signed Stipulation and Agreement.

5 Further, if the Respondent is represented, the  
6 Respondent's counsel can signify his or her agreement to the  
7 terms and conditions of the Stipulation and Agreement by  
8 submitting that signature via fax.

9  
10 DATED: \_\_\_\_\_

\_\_\_\_\_  
DIO SELINA LE BLANC  
Respondent

11  
12  
13 DATED: \_\_\_\_\_

\_\_\_\_\_  
FRANK M. BUDA,  
Counsel for Respondent

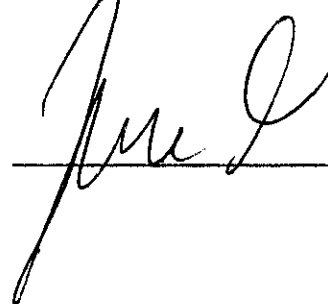
14  
15 \* \* \*

16 The foregoing Stipulation and Agreement is hereby  
17 adopted as my Decision and Order in this matter, and shall  
18 become effective at 12 o'clock noon on March 7, 2007.

19 IT IS SO ORDERED 1-30-07  
20

21 JEFF DAVIS  
Real Estate Commissioner

22  
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27



\_\_\_\_\_



1 Department of Real Estate  
2 320 W. 4<sup>th</sup> St., Room 350  
3 Los Angeles, California 90013  
4 Telephone: (213) 576-6982  
5  
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7

**FILED**  
FEB 15 2007  
DEPARTMENT OF REAL ESTATE

By 

8 BEFORE THE DEPARTMENT OF REAL ESTATE  
9 STATE OF CALIFORNIA

10 \* \* \*

11 In the Matter of the Accusation of	)	No. H-32667 LA
	)	L-2006 100 104
12 DIO SELINA LE BLANC,	)	
13 and <u>GUDELIA LARES</u> ,	)	STIPULATION AND
	)	AGREEMENT
14 Respondents,	)	
	)	

15  
16  
17 It is hereby stipulated by and between GUDELIA LARES  
18 (sometimes referred to as Respondent), and the Complainant,  
19 acting by and through James R. Peel, Counsel for the Department  
20 of Real Estate, as follows for the purpose of settling and  
21 disposing of the Accusation filed on April 11, 2006, in this  
22 matter.

23 1. All issues which were to be contested and all  
24 evidence which was to be presented by Complainant and Respondent  
25 at a formal hearing on the Accusation, which hearing  
26 was to be held in accordance with the provisions of the  
27 Administrative Procedure Act ("APA"), shall instead and in place

1 thereof be submitted solely on the basis of the provisions of  
2 this Stipulation and Agreement ("Stipulation").

3 2. Respondent has received, read and understands the  
4 Statement to Respondent, the Discovery Provisions of the  
5 Administrative Procedure Act ("APA") and the Accusation filed by  
6 the Department of Real Estate in this proceeding.

7 3. On June 14, 2006, Respondent filed a Notice of  
8 Defense pursuant to Section 11506 of the Government Code for the  
9 purpose of requesting a hearing on the allegations in the  
10 Accusation. Respondent hereby freely and voluntarily withdraws  
11 said Notice of Defense. Respondent acknowledges that she  
12 understands that by withdrawing said Notice of Defense she will  
13 thereby waive her right to require the Commissioner to prove the  
14 allegations in the Accusation at a contested hearing held in  
15 accordance with the provisions of the APA and that she will  
16 waive other rights afforded to her in connection with the  
17 hearing, such as the right to present evidence in defense of the  
18 allegations in the Accusation and the right to cross-examine  
19 witnesses.

20 4. This Stipulation is based on the factual  
21 allegations contained in the Accusation filed in this  
22 proceeding. In the interest of expedience and economy,  
23 Respondent chooses not to contest these factual allegations, but  
24 to remain silent and understands that, as a result thereof,  
25 these factual statements, will serve as a prima facie basis for  
26 the disciplinary action stipulated to herein. The Real Estate  
27

1 Commissioner shall not be required to provide further evidence  
2 to prove such allegations.

3 5. This Stipulation and Respondent's decision not to  
4 contest the Accusation is made for the purpose of reaching an  
5 agreed disposition of this proceeding and is expressly limited  
6 to this proceeding and any other proceeding or case in which the  
7 Department of Real Estate ("Department"), the state or federal  
8 government, or an agency of this state, another state or the  
9 federal government is involved.

10 6. It is understood by the parties that the Real  
11 Estate Commissioner may adopt the Stipulation as his decision  
12 in this matter thereby imposing the penalty and sanctions on  
13 Respondent's real estate licenses and license rights as set  
14 forth in the below "Order". In the event that the Commissioner  
15 in his discretion does not adopt the Stipulation, the  
16 Stipulation shall be void and of no effect, and Respondent shall  
17 retain the right to a hearing on the Accusation under all the  
18 provisions of the APA and shall not be bound by any stipulation  
19 or waiver made herein.  
20

21 7. The Order or any subsequent Order of the Real  
22 Estate Commissioner made pursuant to this Stipulation shall not  
23 constitute an estoppel, merger or bar to any further  
24 administrative or civil proceedings by the Department of Real  
25 Estate with respect to any conduct which was not specifically  
26 alleged to be causes for accusation in this proceeding.  
27

DETERMINATION OF ISSUES

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

The conduct, acts and/or omissions of Respondent GUDELIA LARES, as set forth in the Accusation, constitute cause for the suspension or revocation of all of the real estate licenses and license rights of Respondent under the provisions of Section 10177(d) of the Business and Professions Code ("Code") for violation of Code Section 10130.

ORDER

All licenses and licensing rights of Respondent GUDELIA LARES under the Real Estate Law are suspended for a period of sixty (60) days from the effective date of this Decision; provided, however, that thirty (30) days of said suspension shall be stayed for two (2) years upon the following terms and conditions:

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

2. That no final subsequent determination be made, after hearing or upon stipulation that cause for disciplinary action occurred within two (2) years of the effective date of this Decision. Should such a determination be made, the Commissioner may, in his discretion, vacate and set aside the

1 stay order and reimpose all or a portion of the stayed  
2 suspension. Should no such determination be made, the stay  
3 imposed herein shall become permanent.

4 3. Provided, however, that if Respondent petitions,  
5 the remaining thirty (30) days of said sixty (60) day  
6 suspension, or any portion thereof, shall be stayed upon  
7 condition that:

8 a. Respondent pays a monetary penalty pursuant to  
9 Section 10175.2 of the Business and Professions Code at the rate  
10 of \$50 for each day of the suspension for a maximum monetary  
11 penalty of \$1,500.

12 b. Said payment shall be in the form of a  
13 cashier's check or certified check made payable to the Recovery  
14 Account of the Real Estate Fund. Said check must be received by  
15 the Department prior to the effective date of the Decision in  
16 this matter.

17 c. No further cause for disciplinary action  
18 against the real estate licenses of Respondent occurs within two  
19 (2) years from the effective date of the Decision in this  
20 matter.

21 d. If Respondent fails to pay the monetary  
22 penalty in accordance with the terms and conditions of the  
23 Decision, the Commissioner may, without a hearing, order the  
24 immediate execution of all or any part of the stayed suspension  
25 in which event the Respondent shall not be entitled to any  
26 repayment nor credit, prorated or otherwise, for money paid to  
27

1 the Department under the terms of this Decision.

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

7  
8  
9 DATED: Jan 16, 2007

James R. Peel  
JAMES R. PEEL, Counsel for the  
Department of Real Estate

11 \* \* \*

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

23 Respondent can signify acceptance and approval of the  
24 terms and conditions of this Stipulation and Agreement by faxing  
25 a copy of the signature page, as actually signed by Respondent,  
26 to the Department at the following telephone/fax number:

27 (213) 576-6917. Respondent agrees, acknowledges and understands

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FAX NO.

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1 that by electronically sending to the Department a fax copy of  
2 his or her actual signature as it appears on the Stipulation and  
3 Agreement, that receipt of the faxed copy by the Department  
4 shall be as binding on Respondent as if the Department had  
5 received the original signed Stipulation and Agreement.

6 Further, if the Respondent is represented, the  
7 Respondent's counsel can signify his or her agreement to the  
8 terms and conditions of the Stipulation and Agreement by  
9 submitting that signature via fax.

10  
11 DATED: 12/1/06

Gudelia Lares  
12 GUDELIA LARES  
Respondent

13  
14 DATED: December 7, 2006

D. F. Longo  
15 DANA LONGO,  
Counsel for Respondent

16 \* \* \*

17 The foregoing Stipulation and Agreement is hereby  
18 adopted as my Decision and Order in this matter, and shall  
19 become effective at 12 o'clock noon on \_\_\_\_\_.

20 IT IS SO ORDERED \_\_\_\_\_.

21  
22 JEFF DAVI  
Real Estate Commissioner  
23  
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7  
1 that by electronically sending to the Department a fax copy of  
2 his or her actual signature as it appears on the Stipulation and  
3 Agreement, that receipt of the faxed copy by the Department  
4 shall be as binding on Respondent as if the Department had  
5 received the original signed Stipulation and Agreement.

6 Further, if the Respondent is represented, the  
7 Respondent's counsel can signify his or her agreement to the  
8 terms and conditions of the Stipulation and Agreement by  
9 submitting that signature via fax.

10  
11 DATED: \_\_\_\_\_

GUDELIA LARES  
Respondent

12  
13  
14 DATED: \_\_\_\_\_

DANA LONGO,  
Counsel for Respondent

15  
16 \* \* \*

17 The foregoing Stipulation and Agreement is hereby  
18 adopted as my Decision and Order in this matter, and shall  
19 become effective at 12 o'clock noon on March 7, 2007.

20 IT IS SO ORDERED \_\_\_\_\_

21  
22 JEFF DAVI  
Real Estate Commissioner  
23  
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3/20/08  
Flag

JAMES R. PEEL, Counsel (SBN 47055)  
Department of Real Estate  
320 West Fourth Street, Ste. 350  
Los Angeles, California 90013-1105

Telephone: (213) 576-6982  
-or- (213) 576-6913 (Direct)

FILED  
APR 11 2008

DEPARTMENT OF REAL ESTATE

By 

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

\* \* \* \*

In the Matter of the Accusation of )	No. H-32667 LA
DIO SELINA LE BLANC, )	A C C U S A T I O N
individually and doing )	
business as Your Dream Home )	
Realty & Loans and as Casa )	
De Sus Suenos Realty; and )	
GUDELIA LARES, )	
Respondents. )	

The Complainant, Maria Suarez, a Deputy Real Estate Commissioner, for cause of accusation against DIO SELINA LE BLANC, individually and doing business as Your Dream Home Realty & Loans and as Casa De Sus Suenos Realty; and GUDELIA LARES is informed and alleges as follows:

1.

The Complainant, Maria Suarez, a Deputy Real Estate Commissioner of the State of California, makes this Accusation in her official capacity.

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1 broker or salesperson. Respondent LARES had passed her real  
2 estate salesperson examination and on or about March 8, 2004,  
3 applied for her real estate salesperson license. On or about  
4 March 18, 2004, the Department informed Respondent LARES that it  
5 had received her application and was holding it pending receipt  
6 of clearance from the California Department of Justice and the  
7 Federal Bureau of Investigation. Based on this letter,  
8 Respondent LARES knew or should have known that she was not yet  
9 licensed to act as a real estate salesperson until the Department  
10 issued a real estate salesperson license to Respondent LARES on  
11 July 7, 2004.

12 JURISDICTIONAL CONDUCT

13 5.

14 Between on or about February 3, 2004 through April 16,  
15 2004, Respondent LARES, acting on behalf of Respondent LE BLANC  
16 doing business as Casa De Sus Suenos Realty, was engaged in the  
17 business and acted in the capacity of a real estate salesperson  
18 in that she, for or in expectation of compensation, on behalf of  
19 Respondent LE BLANC, solicited and negotiated between buyers and  
20 seller of real property, within the meaning of Code Section  
21 10131(a).

22 554 MAJESTIC DRIVE, SANTA MARIA, CA

23 6.

24 Between on or about February 3, 2004 through April 16,  
25 2004, Respondent LARES, acting for or in expectation of  
26 compensation, solicited and negotiated with Justino Losano Flores  
27 and Sebastiana Flores (hereafter Flores) to purchase real

1 property located at 554 Majestic Drive, Santa Maria, California  
2 (hereafter the Property), then owned by The Miller Family Trust  
3 (hereafter Seller). In connection with this transaction,  
4 Respondent performed the following acts:

5 (a) On or about March 2, 2004, Respondent LARES  
6 prepared a written Residential Purchase Agreement (and Joint  
7 Escrow Instructions) (hereafter RPA) which was an offer by  
8 Flores to purchase the Property. Respondent accepted \$1,000 from  
9 Flores as a deposit toward purchase of the Property.

10 (b) The RPA was presented to seller. On or about  
11 March 5, 2004, Seller counter-offered in writing and Flores  
12 accepted the counteroffer on or about March 8, 2004. An escrow  
13 was opened on or about March 8, 2004 and closed on or about April  
14 16, 2004 when title to the Property passed from Seller to Flores.

15 (c) During the course of this transaction, Respondent  
16 LARES, on behalf of Respondent LE BLANC doing business as Casa De  
17 Sus Suenos Realty, signed as selling agent the following  
18 documents: Real Estate Agency Relationships, Real Estate Transfer  
19 Disclosure Statement, Supplementary Statutory Contract  
20 Disclosures, Residential Earthquake Hazard Report, Receipt of  
21 copy of "The Homeowner's Guide to Earthquake", Agent's Inspection  
22 Disclosure and Notice to Buyer To Perform.

23 (d) At the close of escrow on or about April 19, 2004,  
24 Respondent LE BLANC, doing business as Casa De Sus Suenos Realty,  
25 was paid from escrow \$10,200 as her share of the commission. On  
26 or about April 19, 2004, Respondent LE BLANC paid \$5,100 to  
27 Respondent LARES for this transaction.

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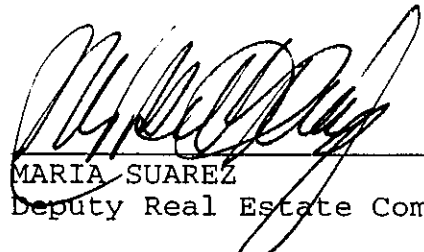
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27

1 (b) Section 10177(g) for negligence in a transaction  
2 for which a license is required, as set forth in Paragraph 6,  
3 above.

4 WHEREFORE, Complainant prays that a hearing be  
5 conducted on the allegations of this Accusation and that upon ...  
6 proof thereof, a decision be rendered imposing disciplinary  
7 action against all licenses and/or license rights of Respondents  
8 DIO SELINA LE BLANC, individually and doing business as Your  
9 Dream Home Realty & Loans and as Casa De Sus Suenos Realty; and  
10 GUDELIA LARES under the Real Estate Law and for such other and  
11 further relief as may be proper under applicable provisions of  
12 law.

13 Dated at Los Angeles, California  
14 this 11<sup>th</sup> day of April, 2006.

15  
16  
17  
18   
19 MARIA SUAREZ  
20 Deputy Real Estate Commissioner  
21  
22

23 cc: Dio Selina Le Blanc  
24 Gudelia Lares  
25 Maricela M. Marquez  
26 Maria Suarez  
27 Sacto.