

1 Department of Real Estate
2 320 West 4th Street, Suite 350
3 Los Angeles, CA 90013-1105

4 Telephone: (213) 576-6982

FILED

NOV 02 2012

DEPARTMENT OF REAL ESTATE

BY: 

9 BEFORE THE DEPARTMENT OF REAL ESTATE

10 STATE OF CALIFORNIA

11 * * *

12 In the Matter of the Accusation

No. H-37806 LA
No. L-2012021102

13
14 GO AFFILIATED CAPITAL)
CORPORATION; BRIAN RENE)
15 LINNEKENS; GEORGE A. SANTANA;)
16 PAUL ARISTIDAS TRIMAKAS; and)
NICHOLAS VINCENT GOTTUSO,)
17 Respondents.)
18 _____)

STIPULATION AND
AGREEMENT

19
20 It is hereby stipulated by and between Respondent
21 BRIAN RENE LINNEKENS (sometimes referred to as "Respondent"),
22 individually, and as designated officer for Respondent Go
23 Affiliated Capital Corporation, and his attorney of record,
24 Mary E. Work, Esq., and the Complainant, acting by and through
25 Cheryl Keily, Counsel for the Department of Real Estate, as
26 follows for the purpose of settling and disposing of the First
27 Amended Accusation ("Accusation") filed on August 16, 2012, in

1 this matter.

2 1. All issues which were to be contested and all
3 evidence which was to be presented by Complainant and Respondent
4 at a formal hearing on the Accusation, which hearing was to be
5 held in accordance with the provisions of the Administrative
6 Procedure Act (APA), shall instead and in place thereof be
7 submitted solely on the basis of the provisions of this
8 Stipulation and Agreement.
9

10 2. Respondent has received, read and understands the
11 Statement to Respondent, the Discovery Provisions of the APA and
12 the Accusation filed by the Department of Real Estate
13 ("Department") in this proceeding.
14

15 3. On February 9, 2012, Respondent filed a Notice of
16 Defense, pursuant to Section 11506 of the Government Code for
17 the purpose of requesting a hearing on the allegations in the
18 Accusation. Respondent hereby freely and voluntarily withdraws
19 said Notice of Defense. Respondent acknowledges that he
20 understands that by withdrawing said Notice of Defense he will
21 thereby waive his right to require the Commissioner to prove the
22 allegations in the Accusation at a contested hearing held in
23 accordance with the provisions of the APA and that he will waive
24 other rights afforded to him in connection with the hearing,
25 such as the right to present evidence in defense of the
26
27

1 allegations in the Accusation and the right to cross-examine
2 witnesses.

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

15 5. This Stipulation is based on the factual
16 allegations contained in the Accusation. In the interest of
17 expedience and economy, Respondent chooses not to contest these
18 allegations, but to remain silent and understand that, as a
19 result thereof, these factual allegations, without being
20 admitted or denied, will serve as a prima facie basis for the
21 disciplinary action stipulated to herein. The Real Estate
22 Commissioner shall not be required to provide further evidence
23 to prove said factual allegations.
24

25 6. This Stipulation and Respondents' decision not to
26 contest the Accusation are made for the purpose of reaching an
27

1 agreed disposition of this proceeding, and are expressly
2 limited to this proceeding and any other proceeding or case in
3 which the Department of Real Estate, or another licensing
4 agency of this state, another state or the federal government
5 is involved and otherwise shall not be admissible in any other
6 criminal or civil proceedings.
7

8 7. The Order or any subsequent Order of the Real
9 Estate Commissioner made pursuant to this Stipulation and
10 Agreement shall not constitute an estoppel, merger or bar to any
11 further administrative or civil proceedings by the Department of
12 Real Estate with respect to any matters which were not
13 specifically alleged to be causes for accusation in this
14 proceeding.
15

16 DETERMINATION OF ISSUES

17 By reason of the foregoing stipulations, admissions
18 and waivers and solely for the purpose of settlement of the
19 pending Accusation without a hearing, it is stipulated and
20 agreed that the following determination of issues shall be
21 made:
22

23 The conduct of Respondent BRIAN RENE LINNEKENS is in
24 violation of Business and Professions Code ("Code") Section
25 10159.2, and is grounds for the suspension or revocation of all
26 the real estate licenses and license rights of Respondent under
27 the provisions of Code Section 10177(h).

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1 shall not be entitled to any repayment or credit, prorated or
2 otherwise, for money paid to the Department under the terms of
3 this Decision.

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

10 B. The remaining thirty (30) days of the sixty (60)
11 day suspension shall be stayed for two (2) years upon the
12 following terms and conditions:

13 1. Respondent shall obey all laws, rules and
14
15 regulations governing the rights, duties and responsibilities of
16 a real estate licensee in the State of California; and

17 2. That no final subsequent determination be made,
18
19 after hearing or upon stipulation, that cause for disciplinary
20 action occurred within two (2) years of the effective date of
21 this Decision. Should such a determination be made, the
22 Commissioner may, in his discretion, vacate and set aside the
23 stay order and reimpose all or a portion of the stayed
24 suspension. Should no such determination be made, the stay
25 imposed herein shall become permanent.

26 II. Respondent shall, within six months from the
27
effective date of this Decision, take and pass the Professional

1 Responsibility Examination administered by the Department
2 including the payment of the appropriate examination fee. If
3 Respondent fails to satisfy this condition, the Commissioner may
4 order suspension of Respondent's license until Respondent passes
5 the examination.
6

7 DATED: August 23, 2012

Cheryl D. Keily
CHERYL D. KEILY, Counsel
DEPARTMENT OF REAL ESTATE

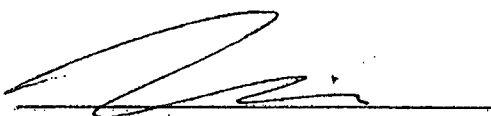
9
10 * * *

11 I have read the Stipulation and Agreement, and its
12 terms are understood by me and are agreeable and acceptable to
13 me. I understand that I am waiving rights given to me by the
14 California Administrative Procedure Act (including but not
15 limited to Sections 11506, 11508, 11509 and 11513 of the
16 Government Code), and I willingly, intelligently and
17 voluntarily waive those rights, including the right of
18 requiring the Commissioner to prove the allegations in the
19 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

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

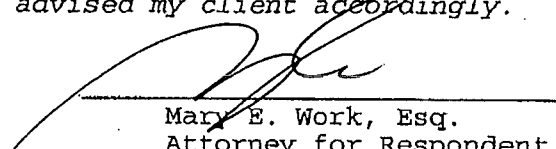
1 understands that by electronically sending to the Department a
2 fax copy of his actual signature as it appears on the
3 Stipulation and Agreement, that receipt of the faxed copy by
4 the Department shall be as binding on Respondent as if the
5 Department had received the original signed Stipulation and
6 Agreement.
7

8 DATED: 8-21-12


BRIAN RENE LINNEKENS,
Respondent

10
11 I have reviewed the Stipulation and Agreement as to
12 form and content and have advised my client accordingly.

13 DATED: 8/22/12

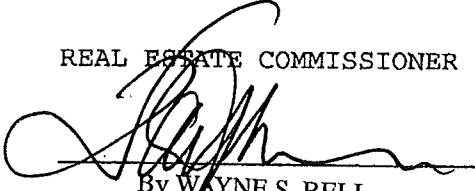

Mary E. Work, Esq.
Attorney for Respondent
BRIAN RENE LINNEKENS

15 * * *

16
17 The foregoing Stipulation and Agreement is hereby
18 adopted as my Decision in this matter and shall become
19 effective at 12 o'clock noon on NOV 22 2012, 2012.

20 IT IS SO ORDERED 10/24, 2012.

21
22 REAL ESTATE COMMISSIONER

23
24 
25 By WAYNE S. BELL
26 Chief Counsel
27

7/10/21
1 Department of Real Estate
2 320 West 4th Street, Suite 350
3 Los Angeles, CA 90013-1105

4 Telephone: (213) 576-6982

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BY: 

9 BEFORE THE DEPARTMENT OF REAL ESTATE

10 STATE OF CALIFORNIA

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13 In the Matter of the Accusation

No. H-37806 LA

No. L-2012021102

14 GO AFFILIATED CAPITAL)
15 CORPORATION; BRIAN RENE)
16 LINNEKENS; GEORGE A. SANTANA;)
17 PAUL ARISTIDAS TRIMAKAS; and)
18 NICHOLAS VINCENT GOTTUSO,)

STIPULATION AND
AGREEMENT

17 Respondents.)
18)

19
20 It is hereby stipulated by and between Respondent
21 PAUL ARISTIDAS TRIMAKAS (sometimes referred to as
22 "Respondent"), individually, and as designated officer for
23 Respondent Go Affiliated Capital Corporation, and his attorney
24 of record, Steven E. Burton, Esq., and the Complainant, acting
25 by and through Cheryl Keily, Counsel for the Department of Real
26 Estate, as follows for the purpose of settling and disposing of
27 the First Amended Accusation ("Accusation") filed on August 16,

1 2012, in this matter.

2 1. All issues which were to be contested and all
3 evidence which was to be presented by Complainant and Respondent
4 at a formal hearing on the Accusation, which hearing was to be
5 held in accordance with the provisions of the Administrative
6 Procedure Act (APA), shall instead and in place thereof be
7 submitted solely on the basis of the provisions of this
8 Stipulation and Agreement.
9

10 2. Respondent has received, read and understands the
11 Statement to Respondent, the Discovery Provisions of the APA and
12 the Accusation filed by the Department of Real Estate
13 ("Department") in this proceeding.
14

15 3. On February 13, 2012, Respondent filed a Notice of
16 Defense, pursuant to Section 11506 of the Government Code for
17 the purpose of requesting a hearing on the allegations in the
18 Accusation. Respondent hereby freely and voluntarily withdraws
19 said Notice of Defense. Respondent acknowledges that he
20 understands that by withdrawing said Notice of Defense he will
21 thereby waive his right to require the Commissioner to prove the
22 allegations in the Accusation at a contested hearing held in
23 accordance with the provisions of the APA and that he will waive
24 other rights afforded to him in connection with the hearing,
25 such as the right to present evidence in defense of the
26
27

1 allegations in the Accusation and the right to cross-examine
2 witnesses.

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

15 5. This Stipulation is based on the factual
16 allegations contained in the Accusation. In the interest of
17 expedience and economy, Respondent chooses not to contest these
18 allegations, but to remain silent and understand that, as a
19 result thereof, these factual allegations, without being
20 admitted or denied, will serve as a prima facie basis for the
21 disciplinary action stipulated to herein. The Real Estate
22 Commissioner shall not be required to provide further evidence
23 to prove said factual allegations.
24

25 6. This Stipulation and Respondents' decision not to
26 contest the Accusation are made for the purpose of reaching an
27

1 agreed disposition of this proceeding, and are expressly
2 limited to this proceeding and any other proceeding or case in
3 which the Department of Real Estate, or another licensing
4 agency of this state, another state or the federal government
5 is involved and otherwise shall not be admissible in any other
6 criminal or civil proceedings.
7

8 7. The Order or any subsequent Order of the Real
9 Estate Commissioner made pursuant to this Stipulation and
10 Agreement shall not constitute an estoppel, merger or bar to any
11 further administrative or civil proceedings by the Department of
12 Real Estate with respect to any matters which were not
13 specifically alleged to be causes for accusation in this
14 proceeding.
15

16 DETERMINATION OF ISSUES

17 By reason of the foregoing stipulations, admissions
18 and waivers and solely for the purpose of settlement of the
19 pending Accusation without a hearing, it is stipulated and
20 agreed that the following determination of issues shall be
21 made:
22

23 The conduct of Respondent PAUL ARISTIDAS TRIMAKAS is
24 in violation of Business and Professions Code ("Code") Sections
25 10145 and 10177(h) and Sections 2831 and 2831.1 of Title 10,
26 Chapter 6, California Code of Regulations, and is grounds for
27 the suspension or revocation of all the real estate licenses

1 and license rights of Respondent under the provisions of Code
2 Section 10177 subdivisions (d) and (h).

3 ORDER

4 WHEREFORE, THE FOLLOWING ORDER is hereby made:

5 I. ALL licenses and licensing rights of Respondent

6 PAUL ARISTIDAS TRIMAKAS under the Real Estate Law are suspended
7 for a period of sixty (60) days from the effective date of this
8 Decision; provided, however, that the entire period of said
9 suspension shall be stayed for two (2) years upon the following
10 terms and conditions:

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

14 B. That no final subsequent determination be made,
15 after hearing or upon stipulation, that cause for disciplinary
16 action occurred within two (2) years of the effective date of
17 this Decision. Should such a determination be made, the
18 Commissioner may, in his discretion, vacate and set aside the
19 stay order and reimpose all or a portion of the stayed
20 suspension. Should no such determination be made, the stay
21 imposed herein shall become permanent.

22 II. Respondent shall, within six months from the
23 effective date of this Decision, take and pass the Professional
24 Responsibility Examination administered by the Department
25

1 including the payment of the appropriate examination fee. If
2 Respondent fails to satisfy this condition, the Commissioner may
3 order suspension of Respondent's license until Respondent passes
4 the examination.

5
6 III. Pursuant to Section 10148 of the Business and
7 Professions Code, Respondent PAUL ARISTIDAS TRIMAKAS shall pay
8 the sum of \$6,000 of the Commissioner's reasonable cost for the
9 audit which led to this disciplinary action only since the
10 license of Respondent Go Affiliated Capital Corporation is
11 revoked by the terms of its default. The cost of the audit
12 which led to this disciplinary action is \$14,681.00. In
13 calculating the amount of the Commissioner's reasonable cost,
14 the Commissioner may use the estimated average hourly salary
15 for all persons performing audits of real estate brokers, and
16 shall include an allocation for travel time to and from the
17 auditor's place of work.

18
19
20 DATED: August 29th 30, 2012

Cheryl D. Keily
CHERYL D. KEILY, Counsel
DEPARTMENT OF REAL ESTATE

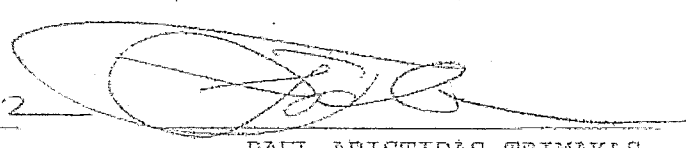
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22 * * *

23
24 I have read the Stipulation and Agreement, and its
25 terms are understood by me and are agreeable and acceptable to
26 me. I understand that I am waiving rights given to me by the
27 California Administrative Procedure Act (including but not
limited to Sections 11506, 11508, 11509 and 11513 of the

1 Government Code), and I willingly, intelligently and
2 voluntarily waive those rights, including the right of
3 requiring the Commissioner to prove the allegations in the
4 Accusation at a hearing at which I would have the right to
5 cross-examine witnesses against me and to present evidence in
6 defense and mitigation of the charges.

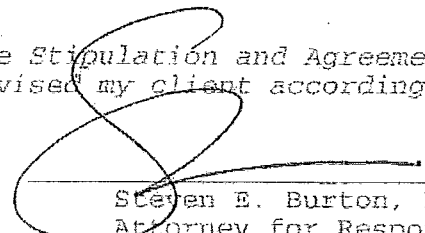
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8 Respondent can signify acceptance and approval of the
9 terms and conditions of this Stipulation and Agreement by
10 faxing a copy of its signature page, as actually signed by
11 Respondent, to the Department at the following telephone/fax
12 number (213) 576-6917. Respondent agrees, acknowledges, and
13 understands that by electronically sending to the Department a
14 fax copy of his actual signature as it appears on the
15 Stipulation and Agreement, that receipt of the faxed copy by
16 the Department shall be as binding on Respondent as if the
17 Department had received the original signed Stipulation and
18 Agreement.

19
20
21 DATED: 8/22/2012


PAUL ARISTIDAS TRIMAKAS.
Respondent

22
23
24 I have reviewed the Stipulation and Agreement as to
25 form and content and have advised my client accordingly.

26 DATED: 8/23/12


Steven E. Burton, Esq.
Attorney for Respondent
PAUL ARISTIDAS TRIMAKAS

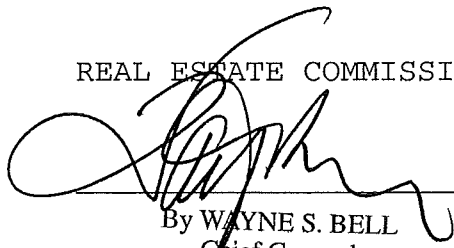
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* * *

The foregoing Stipulation and Agreement is hereby
adopted as my Decision in this matter and shall become
effective at 12 o'clock noon on NOV 22 2012, 2012.

IT IS SO ORDERED Oct. 24, 2012.

REAL ESTATE COMMISSIONER


By WAYNE S. BELL
Chief Counsel

1 Department of Real Estate
2 320 West 4th Street, Suite 350
3 Los Angeles, CA 90013-1105

4 Telephone: (213) 576-6982

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DEPARTMENT OF REAL ESTATE

BY: 

9 BEFORE THE DEPARTMENT OF REAL ESTATE

10 STATE OF CALIFORNIA

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12 In the Matter of the Accusation

No. H-37806 LA
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PAUL ARISTIDAS TRIMAKAS; and)
17 NICHOLAS VINCENT GOTTUSO,)

STIPULATION AND
AGREEMENT

18 Respondents.)
19 _____)

20 It is hereby stipulated by and between Respondent
21 GEORGE A. SANTANA (sometimes referred to as "Respondent"),
22 individually, and as designated officer for Respondent Go
23 Affiliated Capital Corporation, and his attorney of record,
24 Marisol Ocampo, Esq., and the Complainant, acting by and
25 through Cheryl Keily, Counsel for the Department of Real
26 Estate, as follows for the purpose of settling and disposing of
27 the First Amended Accusation ("Accusation") filed on August 16,

1 2012, in this matter.

2 1. All issues which were to be contested and all
3 evidence which was to be presented by Complainant and Respondent
4 at a formal hearing on the Accusation, which hearing was to be
5 held in accordance with the provisions of the Administrative
6 Procedure Act (APA), shall instead and in place thereof be
7 submitted solely on the basis of the provisions of this
8 Stipulation and Agreement.
9

10 2. Respondent has received, read and understands the
11 Statement to Respondent, the Discovery Provisions of the APA and
12 the Accusation filed by the Department of Real Estate
13 ("Department") in this proceeding.
14

15 3. On February 7, 2012, Respondent filed a Notice of
16 Defense, pursuant to Section 11506 of the Government Code for
17 the purpose of requesting a hearing on the allegations in the
18 Accusation. Respondent hereby freely and voluntarily withdraws
19 said Notice of Defense. Respondent acknowledges that he
20 understands that by withdrawing said Notice of Defense he will
21 thereby waive his right to require the Commissioner to prove the
22 allegations in the Accusation at a contested hearing held in
23 accordance with the provisions of the APA and that he will waive
24 other rights afforded to him in connection with the hearing,
25 such as the right to present evidence in defense of the
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27

1 allegations in the Accusation and the right to cross-examine
2 witnesses.

3 4. It is understood by the parties that the Real
4 Estate Commissioner may adopt the Stipulation and Agreement as
5 his decision in this matter, thereby imposing the penalty and
6 sanctions on Respondent's real estate licenses and license
7 rights as set forth in the below "Order". In the event that
8 the Commissioner in his discretion does not adopt the
9 Stipulation and Agreement, it shall be void and of no effect,
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11 proceeding on the Accusation under all the provisions of the
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15 5. This Stipulation is based on the factual
16 allegations contained in the Accusation. In the interest of
17 expedience and economy, Respondent chooses not to contest these
18 allegations, but to remain silent and understand that, as a
19 result thereof, these factual allegations, without being
20 admitted or denied, will serve as a prima facie basis for the
21 disciplinary action stipulated to herein. The Real Estate
22 Commissioner shall not be required to provide further evidence
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2 limited to this proceeding and any other proceeding or case in
3 which the Department of Real Estate, or another licensing
4 agency of this state, another state or the federal government
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8 7. The Order or any subsequent Order of the Real
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11 further administrative or civil proceedings by the Department of
12 Real Estate with respect to any matters which were not
13 specifically alleged to be causes for accusation in this
14 proceeding.
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16 DETERMINATION OF ISSUES

17 By reason of the foregoing stipulations, admissions
18 and waivers and solely for the purpose of settlement of the
19 pending Accusation without a hearing, it is stipulated and
20 agreed that the following determination of issues shall be
21 made:
22

23 The conduct of Respondent GEORGE A. SANTANA is in
24 violation of Business and Professions Code ("Code") Sections
25 10145 and 10177(h) and Sections 2831 and 2831.1 of Title 10,
26 Chapter 6, California Code of Regulations, and is grounds for
27 the suspension or revocation of all the real estate licenses

1 and license rights of Respondent under the provisions of Code
2 Section 10177 subdivisions (d) and (h).

3 ORDER

4 WHEREFORE, THE FOLLOWING ORDER is hereby made:

5 I. ALL licenses and licensing rights of Respondent
6 GEORGE A. SANTANA under the Real Estate Law are suspended for a
7 period of sixty (60) days from the effective date of this
8 Decision; provided, however, that the entire period of said
9 suspension shall be stayed for two (2) years upon the following
10 terms and conditions:

11 A. Respondent shall obey all laws, rules and
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13 a real estate licensee in the State of California; and


14 B. That no final subsequent determination be made,
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16 action occurred within two (2) years of the effective date of
17 this Decision. Should such a determination be made, the
18 Commissioner may, in his discretion, vacate and set aside the
19 stay order and reimpose all or a portion of the stayed
20 suspension. Should no such determination be made, the stay
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22 II. Respondent shall, within six months from the
23 effective date of this Decision, take and pass the Professional
24 Responsibility Examination administered by the Department

1 including the payment of the appropriate examination fee. If
2 Respondent fails to satisfy this condition, the Commissioner may
3 order suspension of Respondent's license until Respondent passes
4 the examination.

5
6 III. Pursuant to Section 10148 of the Business and
7 Professions Code, Respondent GEORGE A. SANTANA shall pay the
8 sum of \$8,681.00 of the Commissioner's reasonable cost for the
9 audit which led to this disciplinary action only since the
10 license of Respondent Go Affiliated Capital Corporation is
11 revoked by the terms of its default. The cost of the audit
12 which led to this disciplinary action is \$14,681.00. In
13 calculating the amount of the Commissioner's reasonable cost,
14 the Commissioner may use the estimated average hourly salary
15 for all persons performing audits of real estate brokers, and
16 shall include an allocation for travel time to and from the
17 auditor's place of work.

18
19
20 DATED: August 23, 2012


CHERYL D. KEILY, Counsel
DEPARTMENT OF REAL ESTATE


21
22 * * *

23
24 I have read the Stipulation and Agreement, and its
25 terms are understood by me and are agreeable and acceptable to
26 me. I understand that I am waiving rights given to me by the
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1 Government Code), and I willingly, intelligently and
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3 requiring the Commissioner to prove the allegations in the
4 Accusation at a hearing at which I would have the right to
5 cross-examine witnesses against me and to present evidence in
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9 terms and conditions of this Stipulation and Agreement by
10 faxing a copy of its signature page, as actually signed by
11 Respondent, to the Department at the following telephone/fax
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13 understands that by electronically sending to the Department a
14 fax copy of his actual signature as it appears on the
15 Stipulation and Agreement, that receipt of the faxed copy by
16 the Department shall be as binding on Respondent as if the
17 Department had received the original signed Stipulation and
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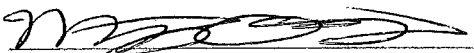
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21 DATED: 08/21/2012



GEORGE A. SANTANA,
Respondent

22
23
24 I have reviewed the Stipulation and Agreement as to
25 form and content and have advised my client accordingly.

26
27 DATED: 8/23/12



Marisol Ocampo, Esq.
Attorney for Respondent
GEORGE A. SANTANA

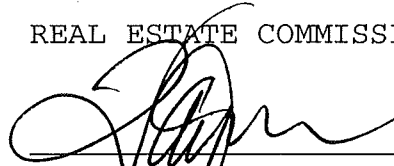
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* * *

The foregoing Stipulation and Agreement is hereby
adopted as my Decision in this matter and shall become
effective at 12 o'clock noon on NOV 22 2012, 2012.

IT IS SO ORDERED 10/24/, 2012.

REAL ESTATE COMMISSIONER



By WAYNE S. BELL
Chief Counsel