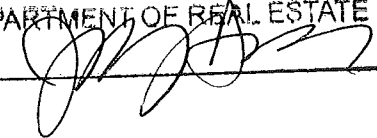


1 Department of Real Estate  
320 West Fourth Street, #350  
2 Los Angeles, California 90013

**FILED**

MAR 28 2013

3 (213) 576-6982

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-38079 LA
	)	OAH No.2012050944
12	MARK C. BARKER, )	
	)	
13	Respondent. )	
	)	<u>STIPULATION AND AGREEMENT</u>
14	)	

15  
16 It is hereby stipulated by and between  
17 MARK C. BARKER (hereinafter "Respondent") and his attorney,  
18 Frank M. Buda, and the Complainant, acting by and through Julie  
19 L. To, Counsel for the Department of Real Estate, as follows for  
20 the purpose of settling and disposing of the Accusation filed on  
21 April 23, 2012, in this matter:

22  
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 was to be  
26 held in accordance with the provisions of the Administrative  
27

1 Procedure Act (APA), shall instead and in place thereof be  
2 submitted solely on the basis of the provisions of this  
3 Stipulation and Agreement.

4 2. Respondent has received, read and understands the  
5 Statement to Respondent, the Discovery Provisions of the APA and  
6 the Accusation filed by the Department of Real Estate in this  
7 proceeding.

8 3. On May 1, 2012, Respondent filed a Notice of  
9 Defense pursuant to Section 11506 of the Government Code for the  
10 purpose of requesting a hearing on the allegations in the  
11 Accusation. Respondent hereby freely and voluntarily withdraws  
12 said Notice of Defense. Respondent acknowledges that he  
13 understands that by withdrawing said Notice of Defense he will  
14 thereby waive his right to require the Commissioner to prove the  
15 allegations in the Accusation at a contested hearing held in  
16 accordance with the provisions of the APA and that he will waive  
17 other rights afforded to her in connection with the hearing such  
18 as the right to present evidence in defense of the allegations  
19 in the Accusation and the right to cross-examine witnesses.  
20

21 4. Respondent, pursuant to the limitations set forth  
22 below, hereby admits that the factual allegations of the  
23 Accusation filed in this proceeding are true and correct and the  
24 Real Estate Commissioner shall not be required to provide  
25 further evidence of such allegations.

26 ///

27

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

11                   6. The Order or any subsequent Order of the Real  
12 Estate Commissioner made pursuant to this Stipulation and  
13 Agreement shall not constitute an estoppel, merger or bar to any  
14 further administrative or civil proceedings by the Department of  
15 Real Estate with respect to any matters which were not  
16 specifically alleged to be causes for accusation in this  
17 proceeding.  
18

19                                   DETERMINATION OF ISSUES

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

24                   The conduct of Respondent, as set forth in the  
25 Accusation constitutes grounds for suspension or revocation of  
26 Respondent's real estate broker license under the provisions of  
27

1 Commissioner, or conditions attaching to this restricted  
2 license.

3 3. Respondent shall not be eligible to apply for the  
4 issuance of an unrestricted real estate license nor for the  
5 removal of any of the conditions, limitations or restrictions  
6 of a restricted license until two (2) years have elapsed from  
7 the date of issuance of the restricted license to Respondent.

8 4. Respondent shall, within nine months from the  
9 effective date of this Decision, present evidence satisfactory to  
10 the Real Estate Commissioner that Respondent has, since the most  
11 recent issuance of an original or renewal real estate license,  
12 taken and successfully completed the continuing education  
13 requirements of Article 2.5 of Chapter 3 of the Real Estate Law  
14 for renewal of a real estate license. If Respondent fails to  
15 satisfy this condition, the Commissioner may order the suspension  
16 of the restricted license until the Respondent presents such  
17 evidence. The Commissioner shall afford Respondent the  
18 opportunity for a hearing pursuant to the Administrative  
19 Procedure Act to present such evidence.  
20

21 5. Respondent shall notify the Commissioner in writing  
22 within 72 hours of any arrest by sending a certified letter to  
23 the Commissioner at the Department of Real Estate, Post Office  
24 Box 187000, Sacramento, CA 95818-7000. The letter shall set  
25 forth the date of Respondent's arrest, the crime for which  
26 Respondent was arrested and the name and address of the arresting  
27

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

5  
6  
7 DATED: 2-22-13   
8 MARK C. BARKER, Respondent

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

11  
12  
13 DATED: 3-1-13   
14 FRANK M. BUDA, Attorney for Respondent

15 \* \* \*

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

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

20  
21 Wayne S. Bell  
22 Real Estate Commissioner  
23  
24 \_\_\_\_\_  
25  
26  
27

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

5  
6  
7 DATED: \_\_\_\_\_  
8 MARK C. BARKER, Respondent

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

11  
12  
13 DATED: \_\_\_\_\_  
14 FRANK M. BUDA, Attorney for Respondent

15 \* \* \*

16 The foregoing Stipulation and Agreement is hereby  
17 adopted as my Decision in this matter and shall become effective  
18 at 12 o'clock noon on APR 17 2013

19 IT IS SO ORDERED 3/21/2013

20  
21 Wayne S. Bell  
22 Real Estate Commissioner  
23   
24 \_\_\_\_\_  
25 WAYNE S. BELL