

Sachs Flag


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

4 (213)576-6982

FILED

AUG -9 2013

BUREAU OF REAL ESTATE

By 

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7
8 BEFORE THE BUREAU OF REAL ESTATE

9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of) No. H-38700 LA
12 EMMANUEL F. FOBI,) STIPULATION AND AGREEMENT
13 Respondent.)
14

15 It is hereby stipulated by and between EMMANUEL F.
16 FOBI ("Respondent") and the Complainant, acting by and through
17 Julie L. To, Counsel for the Bureau of Real Estate, as follows
18 for the purpose of settling and disposing of the Accusation
19 filed on or about February 12, 2013, in this matter:

20 1. All issues which were to be contested and all
21 evidence which was to be presented by Complainant and Respondent
22 at a formal hearing on the Accusation, which hearing was to be
23 held in accordance with the provisions of the Administrative
24 Procedure Act (APA), shall instead and in place thereof be
25 submitted solely on the basis of the provisions of this
26 Stipulation and Agreement.

27 2. Respondent has received, read and understands the

1 Statement to Respondent, the Discovery Provisions of the APA and
2 the Accusation filed by the Bureau of Real Estate in this
3 proceeding.

4 3. On February 21, 2013, the Bureau of Real Estate
5 received Respondent's Notice of Defense pursuant to Section
6 11506 of the Government Code for the purpose of requesting a
7 hearing on the allegations in the Accusation. Respondent hereby
8 freely and voluntarily withdraws said Notice of Defense.
9 Respondent acknowledges that he understands that by withdrawing
10 said Notice of Defense he will thereby waive his right to
11 require the Commissioner to prove the allegations in the
12 Accusation at a contested hearing held in accordance with the
13 provisions of the APA and that he will waive other rights
14 afforded to him in connection with the hearing such as the right
15 to present evidence in defense of the allegations in the
16 Accusation and the right to cross-examine witnesses.

17 4. Respondent hereby admits that the factual
18 allegations of the Accusation filed in this proceeding are true
19 and correct and the Real Estate Commissioner shall not be
20 required to provide further evidence of such allegations.

21 5. It is understood by the parties that the Real
22 Estate Commissioner may adopt the Stipulation and Agreement as
23 his Decision in this matter, thereby imposing the penalty and
24 sanctions on Respondent's real estate license and license rights
25 as set forth in the below "Order". In the event that the
26 Commissioner in his discretion does not adopt the Stipulation
27

1 immediate execution of all or any part of the stayed
2 suspension in which event the Respondent shall not be
3 entitled to any repayment nor credit, prorated or
4 otherwise, for money paid to the Bureau under the terms of
5 this Decision.

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

11
12 B. The remaining sixty (60) days of the ninety (90) day
13 suspension shall be stayed for one (1) year upon the following
14 terms and conditions:

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

18 2. That no final subsequent determination be made
19 after hearing or upon stipulation, that cause for disciplinary
20 action occurred within one (1) year from the effective date of
21 this Decision. Should such a determination be made, the
22 Commissioner may, in the Commissioner's discretion, vacate and
23 set aside the stay order and reimpose all or a portion of the
24 stayed suspension. Should no such determination be made, the
25 stay imposed herein shall become permanent.

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II.

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2 Pursuant to California Business and Professions Code
3 Section 10106, Respondent EMMANUEL F. FOBI shall pay the
4 Commissioner's reasonable cost for investigation and enforcement
5 of the matter. The investigation and enforcement cost which led
6 to this disciplinary action is \$936.75. Said payment shall be
7 made within sixty (60) days after the effective date of this
8 Decision.

9
10 The Commissioner may suspend the license of Respondent
11 pending a hearing held in accordance with California Government
12 Code Section 11500, et seq., if payment is not timely made as
13 provided for herein, or as provided for in a subsequent
14 agreement between said Respondent and the Commissioner. The
15 suspension shall remain in effect until payment is made in full
16 or until said Respondents enter into an agreement satisfactory
17 to the Commissioner to provide for payment, or until a decision
18 providing otherwise is adopted following a hearing held pursuant
19 to this condition.

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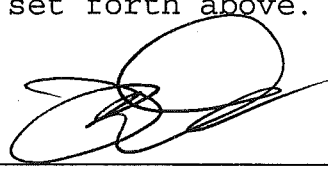
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III.

All proof of payment shall be submitted to Bureau
Counsel Julie L. To, Attention: Legal Section, Bureau of Real
Estate, 320 W. Fourth St., Suite 350, Los Angeles, California
90013-1105, on or before the date set forth above.

DATED: 7-19-13


Julie L. To
Counsel for the
Bureau of Real Estate


* * *

I have read the Stipulation and Agreement, 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
California Administrative Procedure Act (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.

Respondent 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 Respondent,
to the Bureau at the following telephone/fax number: (213) 576-
6917. Respondent agrees, acknowledges and understands that by

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

6
 7 DATED: 7/11/13

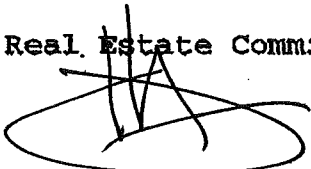


 EMMANUEL F. FOBI
 Respondent

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 10 * * *

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

14 IT IS SO ORDERED August 7, 2013

15
 16 Real Estate Commissioner
 17 
 18 _____

19 .1
 20 By: JEFFREY MASON
 21 Chief Deputy Commissioner
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1 electronically sending to the Bureau a fax copy of her actual
2 signature as it appears on the Stipulation and Agreement, that
3 receipt of the faxed copy by the Bureau shall be as binding on
4 Respondent as if the Bureau had received the original signed
5 Stipulation and Agreement.

6
7 DATED: _____

8 EMMANUEL F. FOBI
9 Respondent

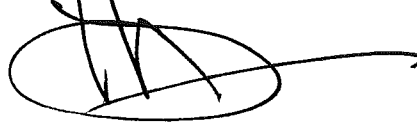
10 * * *

11 The foregoing Stipulation and Agreement is hereby
12 adopted as my Decision in this matter, and shall become
13 effective at 12 o'clock noon on August 29, 2013.

14 IT IS SO ORDERED

August 7, 2013


15
16 Real Estate Commissioner

17 
18 _____

19 **By: JEFFREY MASON**
20 **Chief Deputy Commissioner**

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

6
 7 DATED: 7/11/13



 EMMANUEL F. FOBI
 Respondent

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 10 * * *

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

14 IT IS SO ORDERED _____

15
 16 Real Estate Commissioner

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 18 _____
 19 Wayne S. Bell

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