

Facto: Glas

FILED

NOV 18 2013

BUREAU OF REAL ESTATE

By *[Signature]*

1 Bureau of Real Estate
320 West 4th Street, Suite 350
2 Los Angeles, CA 90013-1105
3 Telephone: (213) 576-6982
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8 BEFORE THE BUREAU OF REAL ESTATE

9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of)	No. H-38878 LA
)	OAH L-2013060497
12 ROSA ESTORGA,)	
)	<u>STIPULATION & AGREEMENT</u>
13)	
14 Respondent.)	

15
16 It is hereby stipulated by and between Respondent ROSA
17 ESTORAGA (sometimes referred to as "Respondent"), and the
18 Respondent's attorney of record, John Caballero, Esq., and the
19 Complainant, acting by and through Cheryl Keily, Counsel for the
20 Bureau of Real Estate, as follows for the purpose of settling
21 and disposing of the Accusation filed on May 17, 2013, 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 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
6 and the Accusation filed by the Bureau of Real Estate
7 ("Bureau") in this proceeding.

8 3. On May 30, 2013, Respondent filed a Notice of
9 Defense, pursuant to Section 11506 of the Government Code for
10 the 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 she
13 understands that by withdrawing said Notice of Defense she will
14 thereby waive her right to require the Commissioner to prove
15 the allegations in the Accusation at a contested hearing held
16 in accordance with the provisions of the APA and that she will
17 waive other rights afforded to her in connection with the
18 hearing, such as the right to present evidence in defense of
19 the allegations in the Accusation and the right to cross-
20 examine witnesses.

21
22 4. This Stipulation and Agreement is based on the
23 factual allegations contained in the Accusation filed in this
24 proceeding. In the interest of expedience and economy,
25 Respondent chooses not to litigate these allegations at a
26 formal administrative hearing, but to remain silent and
27 understand that, as a result thereof, these factual

1 allegations, without being admitted or denied, will serve as a
2 prima facie basis for the disciplinary action stipulated to
3 herein. This Stipulation and Agreement and Respondent's
4 decision not to contest the Accusation are hereby expressly
5 limited to this proceeding and made for the sole purpose of
6 reaching an agreed disposition of this proceeding. Respondent's
7 decision not to contest the factual allegations at a formal
8 administrative hearing is made solely for the purpose of
9 effectuating this Stipulation and Agreement and is intended to
10 be non-binding upon Respondent in any action against her by
11 third parties. The Real Estate Commissioner shall not be
12 required to provide further evidence to prove said factual
13 allegations.

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

26 6. The Order or any subsequent Order of the Real
27 Estate Commissioner made pursuant to this Stipulation and

1 Agreement shall not constitute an estoppel, merger or bar to
2 any further administrative or civil proceedings by the Bureau
3 of Real Estate with respect to any matters which were not
4 specifically alleged to be causes for accusation in this
5 proceeding.

6 DETERMINATION OF ISSUES

7
8 By reason of the foregoing stipulations, admissions
9 and waivers and solely for the purpose of settlement of the
10 pending Accusation without a hearing, it is stipulated and
11 agreed that the following determination of issues shall be made:

12 The conduct of Respondent is in violation of Business
13 and Professions Code ("Code") Section 10177(b), and is grounds
14 for the suspension or revocation of all of the real estate
15 licenses and license rights of Respondent under the provisions
16 of Code Section 10177 subdivision (d).

17 ORDER

18 WHEREFORE, THE FOLLOWING ORDER is hereby made:

19 1. The real estate salesperson license of Respondent
20 ROSA ESTORGA is hereby publicly reprovred.

21
22 DATED: Sept 3, 2013



23 CHERYL D. KELLY, Counsel
24 BUREAU OF REAL ESTATE

25 * * *

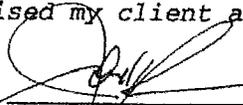
26 I have read the Stipulation and Agreement, and its
27 terms are understood by me and are agreeable and acceptable to

1 me. I understand that I am waiving rights given to me by the
2 California Administrative Procedure Act (including but not
3 limited to Sections 11506, 11508, 11509 and 11513 of the
4 Government Code), and I willingly, intelligently and voluntarily
5 waive those rights, including the right of requiring the
6 Commissioner to prove the allegations in the Accusation at a
7 hearing at which I would have the right to cross-examine
8 witnesses against me and to present evidence in defense and
9 mitigation of the charges.

10 Respondent can signify acceptance and approval of the
11 terms and conditions of this Stipulation and Agreement by faxing
12 or e-mailing a copy of its signature page, as actually signed by
13 Respondent, to the Bureau. The fax number for the Bureau is
14 (213) 576-6917. Respondent agrees, acknowledges, and understands
15 that by electronically sending to the Bureau a copy of her
16 actual signature as it appears on the Stipulation and Agreement,
17 that receipt of the electronic copy by the Bureau shall be as
18 binding on Respondent as if the Bureau had received the original
19 signed Stipulation and Agreement.
20

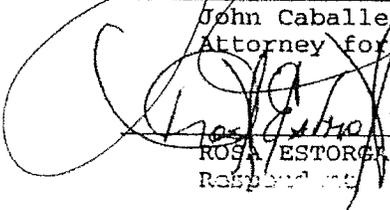
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22 *I have reviewed the Stipulation and Agreement as to
form and content and have advised my client accordingly.*

23
24 DATED: 9/8/2013



John Caballero, Esq.
Attorney for Respondent

25
26 DATED: 09/03/2013

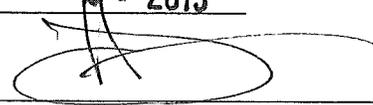


ROSA ESTORCER
Respondent

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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 December 9, _____, 2013.

IT IS SO ORDERED _____
OCT 25 2013


By: **JEFFREY MASON**
Chief Deputy Commissioner