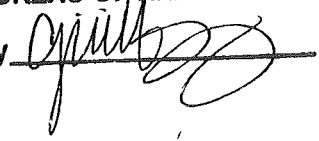


FILED

MAY 19 2015

BUREAU OF REAL ESTATE

By



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

(213)576-6982

**BEFORE THE BUREAU OF REAL ESTATE
STATE OF CALIFORNIA**

*** * ***

In the Matter of the Accusation of	)	No. H-39508 LA
	)	
CARLOS A. FERNANDEZ,	)	<u>STIPULATION AND AGREEMENT</u>
	)	
Respondent.	)	

It is hereby stipulated by and between CARLOS A. FERNANDEZ ("Respondent"), acting on his own behalf, and the Complainant, acting by and through Amelia V. Vetrone, Counsel for the Bureau of Real Estate, as follows for the purpose of settling and disposing of the Accusation filed on or about June 26, 2014, in this matter:

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

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

1 3. On July 10, 2014, the Bureau of Real Estate received Respondent's Notice of
2 Defense pursuant to Section 11506 of the Government Code for the purpose of requesting a
3 hearing on the allegations in the Accusation. Respondent hereby freely and voluntarily
4 withdraws said Notice of Defense. Respondent acknowledges that he understands that by
5 withdrawing said Notice of Defense he will thereby waive his right to require the
6 Commissioner to prove the allegations in the Accusation at a contested hearing held in
7 accordance with the provisions of the APA and that he will waive other rights afforded to him
8 in connection with the hearing such as the right to present evidence in defense of the allegations
9 in the Accusation and the right to cross-examine witnesses.

10 4. Respondent, pursuant to the limitations set forth below, hereby admits that
11 the factual allegations set forth in Paragraphs 2, and 3 of the Accusation filed in this proceeding
12 are true and correct and the Real Estate Commissioner shall not be required to provide further
13 evidence of such allegations.

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

21 6. The Order or any subsequent Order of the Real Estate Commissioner made
22 pursuant to this Stipulation and Agreement shall not constitute an estoppel, merger or bar to any
23 further administrative or civil proceedings by the Bureau of Real Estate with respect to any
24 matters which were not specifically alleged to be causes for accusation in this proceeding.

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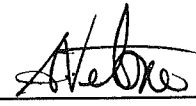
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1 3. Respondent shall not be eligible to apply for the issuance of an unrestricted
2 real estate license nor for the removal of any of the conditions, limitations or restrictions of a
3 restricted license until two (2) years have elapsed from the effective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

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

13 5. Respondent shall notify the Commissioner in writing within 72 hours of any
14 arrest by sending a certified letter to the Commissioner at Bureau of Real Estate, Post Office
15 Box 137013, Sacramento, CA 95813-7013. The letter shall set forth the date of Respondent's
16 arrest, the crime for which Respondent was arrested, and the name and address of the arresting
17 law enforcement agency. Respondent's failure to timely file written notice shall constitute an
18 independent violation of the terms of the restricted license and shall be grounds for the
19 suspension or revocation of that license.

20
21
22 DATED: 4-24-15



Amelia V. Vetrone
Counsel for the
Bureau of Real Estate

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* * *

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

DATED: 4/14/2015


CARLOS A. FERNANDEZ
Respondent

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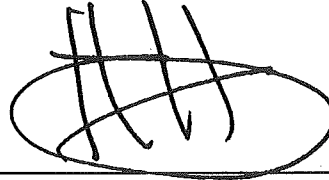
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The foregoing Stipulation and Agreement is hereby adopted as my Decision in
this matter, and shall become effective at 12 o'clock noon on JUN - 8 2015.

IT IS SO ORDERED MAY 8, 2015.

Real Estate Commissioner

A handwritten signature, appearing to be "JEFFREY MASON", is written over a horizontal line. The signature is enclosed within a large, hand-drawn oval.

By: JEFFREY MASON
Chief Deputy Commissioner