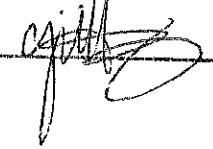


FILED

JUL 19 2016

BUREAU OF REAL ESTATE

By 

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BUREAU OF REAL ESTATE
320 West 4th Street, Suite 350
Los Angeles, California 90013-1105
Telephone: (213) 576-6982

BEFORE THE BUREAU OF REAL ESTATE
STATE OF CALIFORNIA

In the Matter of the Accusation of)	CalBRE No. H-39958 LA
)	OAH No. 2015100858
HANS-JURGEN BRIESE,)	
)	<u>STIPULATION AND AGREEMENT</u>
)	<u>IN SETTLEMENT AND ORDER</u>
)	
)	
Respondent.)	

It is hereby stipulated by and between Respondent HANS-JURGEN BRIESE ("Respondent") and his attorney, and Complainant, acting by and through Lissete Garcia, Counsel for the Bureau of Real Estate ("Bureau"), as follows for the purpose of settling and disposing the Accusation filed on August 31, 2015, with Bureau Case No. H-39958 LA ("Accusation"):

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"),

Stipulation and Agreement
H-39958 LA

1 shall instead and in place thereof be submitted on the basis of the provisions of this Stipulation
2 and Agreement in Settlement and Order (“Stipulation”).

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

5 3. Respondent filed a Notice of Defense pursuant to Section 11505 of the
6 Government Code for the purpose of requesting a hearing on the allegations in the Accusation.
7 Respondent hereby freely and voluntarily withdraws said Notice of Defense. Respondent
8 acknowledges he understands that by withdrawing said Notice of Defense he will thereby waive
9 his rights to require the Real Estate Commissioner (“Commissioner”) to prove the allegations in
10 the Accusation at a contested hearing held in accordance with the provisions of the APA and that
11 he will waive other rights afforded to him in connection with the hearing such as the right to
12 present evidence in defense of the allegations in the Accusation and the right to cross-examine
13 witnesses.

14 4. Respondent, pursuant to the limitations set forth below, hereby admits that the
15 factual allegations in Paragraphs 4 through 6 and 12 through 18 of the Accusation filed in this
16 proceeding are true and correct and the Real Estate Commissioner shall not be required to
17 provide further evidence of such allegations.

18 5. It is understood by the parties that the Real Estate Commissioner may adopt
19 the Stipulation and Agreement as his Decision in this matter, thereby imposing the penalty and
20 sanctions on Respondent’s real estate license, mortgage loan originator (“MLO”) license
21 endorsement, and license rights as set forth in the below “Order.” In the event that the
22 Commissioner in his discretion does not adopt the Stipulation and Agreement, it shall be void
23 and of no effect, and Respondent shall retain the right to a hearing and proceeding on the
24

1 have elapsed from the effective date of this Decision and Order. Respondent shall not be eligible
2 to apply for any unrestricted licenses until all restrictions attaching to the license have been
3 removed.

4 4. All licenses, MLO license endorsements, and licensing rights of Respondent
5 are indefinitely suspended unless or until Respondent pays the sum of \$5,110.75 for the
6 Commissioner's reasonable cost of the investigation and enforcement which led to this
7 disciplinary action. Said payment shall be in the form of a cashier's check made payable to the
8 Bureau of Real Estate. **The investigative and enforcement costs must be delivered to the**
9 **Bureau of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013,**
10 **prior to the effective date of this Decision and Order.**

11 5. Respondent shall, within six (6) months from the effective date of this
12 **Decision,** take and pass the Professional Responsibility Examination administered by the Bureau
13 including the payment of the appropriate examination fee. If Respondent fails to satisfy this
14 condition, Respondent's real estate licenses, MLO license endorsements, and licensing rights
15 shall automatically be suspended until Respondent passes the examination.

16 6. Respondent shall, within nine (9) months from the effective date of this
17 **Order,** present evidence satisfactory to the Commissioner that Respondent has, since the most
18 recent issuance of an original or renewal real estate license, taken and successfully completed the
19 continuing education requirements of Article 2.5 of Chapter 3 of the Real Estate Law for renewal
20 of a real estate license. If Respondent fails to satisfy this condition, Respondent's real estate
21 licenses, MLO license endorsements, and licensing rights shall automatically be suspended until
22 Respondent presents evidence satisfactory to the Commissioner of having taken and successfully
23 completed the continuing education requirements. **Proof of completion of the continuing**
24

1 education courses must be delivered to the Bureau of Real Estate, Flag Section at P.O. Box
2 137013, Sacramento, CA 95813-7013.

3
4 June 6, 2016

DATED

5 
Lissete Garcia, Counsel
Bureau of Real Estate

6 * * *

7 Respondent shall send a hard copy of the original signed Stipulation and
8 Agreement no later than the next business day from the date of Respondent's and his attorney's
9 signatures to: Lissete Garcia, Bureau of Real Estate, 320 West 4th Street, Suite 350, Los
10 Angeles, California 90013-1105.

11 In the event of time constraints before an administrative hearing, Respondent can
12 signify acceptance and approval of the terms and conditions of this Stipulation and Agreement
13 by having his attorney email a scanned copy of the signature page(s), as actually signed by
14 Respondent and his attorney, to the Bureau counsel assigned to this case at
15 Lissete.Garcia@dre.ca.gov. Respondent agrees, acknowledges and understands that by
16 electronically sending the Bureau a scan of Respondent's actual signature as it appears on the
17 Stipulation and Agreement, that receipt of the scan by the Bureau shall be binding on
18 Respondent as if the Bureau had received the original signed Stipulation and Agreement. By
19 signing this Stipulation, Respondent understands and agrees that Respondent may not withdraw
20 his agreement or seek to rescind the Stipulation prior to the time the Commissioner considers and
21 acts upon it or prior to the effective date of the Stipulation and Order.

22 I have read this Stipulation and its terms are understood by me and are agreeable
23 and acceptable to me. I understand that I am waiving rights given to me by the California APA
24


1 (including but not limited to Sections 11506, 11508, 11509, and 11513 of the Government
2 Code), and I willingly, intelligently, and voluntarily waive those rights, including the right of
3 requiring the Commissioner to prove the allegations in the Accusation at a hearing at which I
4 would have the right to cross-examine witnesses against me and to present evidence in defense
5 and mitigation of the charges.

6 DATED: 06/06/16


Respondent HANS-JURGEN BRIESE

7
8 *I have reviewed the Stipulation and Agreement as to form and content and have advised
my client accordingly.*

9 DATED: 6-8-16


FRANK M. BUDA, Attorney for Respondent
* * *

11 The foregoing Stipulation and Agreement in Settlement and Order is hereby
12 adopted by me as my Decision in this matter and shall become effective at 12 o'clock noon on
13 _____, 2016.

14
15 IT IS SO ORDERED _____, 2016.

16
17 WAYNE S. BELL
18 REAL ESTATE COMMISSIONER
19
20 _____
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1 (including but not limited to Sections 11506, 11508, 11509, and 11513 of the Government
2 Code), and I willingly, intelligently, and voluntarily waive those rights, including the right of
3 requiring the Commissioner to prove the allegations in the Accusation at a hearing at which I
4 would have the right to cross-examine witnesses against me and to present evidence in defense
5 and mitigation of the charges.

6 DATED: _____

Respondent HANS-JURGEN BRIESE

7
8 *I have reviewed the Stipulation and Agreement as to form and content and have advised
my client accordingly.*

9 DATED: _____

FRANK M. BUDA, Attorney for Respondent

11 The foregoing Stipulation and Agreement in Settlement and Order is hereby

12 adopted by me as my Decision in this matter and shall become effective at 12 o'clock noon on

13 AUG - 8 2016, 2016.

14
15 IT IS SO ORDERED July 5, 2016.

16
17 WAYNE S. BELL
18 REAL ESTATE COMMISSIONER

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20 

21 By: JEFFREY MASON
22 Chief Deputy Commissioner