

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

3 (213) 576-6982

FILED

FEB 06 2017

BUREAU OF REAL ESTATE

By *[Signature]*

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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-40211 LA

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13 MIGUEL ANGEL SANCHEZ; and

STIPULATION AND AGREEMENT

14 SALVADOR ESCALANTE, JR.

15 Respondents.
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18 It is hereby stipulated by and between SALVADOR ESCALENTE, JR.
19 (“ESCALANTE”), represented by Frank M. Buda, Esq., and the Complainant, acting by and
20 through Julie L. To, Counsel for the Bureau of Real Estate, as follows for the purpose of settling
21 and disposing of the First Amended Accusation (“Accusation”) filed on October 19, 2016 (The
22 original Accusation was filed on April 20, 2016.), in Case No. H-40211 LA, in this matter:

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

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

9 3. On May 10, 2016, Respondent SALVADOR ESCALANTE, JR. filed a
10 Notice of Defense pursuant to Section 11506 of the Government Code for the purpose of
11 requesting a hearing on the allegations in the Accusation. Respondent ESCALANTE hereby
12 freely and voluntarily withdraws said Notice of Defense. Respondent ESCALANTE
13 acknowledges that he understands that by withdrawing said Notice of Defense he thereby waives
14 his right to require the Commissioner to prove the allegations in the Accusation at a contested
15 hearing held in accordance with the provisions of the APA and that he will waive other rights
16 afforded to him in connection with the hearing such as the right to present evidence in defense
17 of the allegations in the Accusation and the right to cross-examine witnesses.

18 4. This Stipulation is based on the factual allegations contained in the
19 Accusation. In the interest of expedience and economy, Respondent ESCALANTE chooses not
20 to contest these allegations, but to remain silent and understands that, as a result thereof, these
21 factual allegations, without being admitted or denied, will serve as a prima facie basis for the
22 disciplinary action stipulated to herein. The Real Estate Commissioner shall not be required to
23 provide further evidence to prove said factual allegations.

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1 5. This Stipulation is made for the purpose of reaching an agreed disposition of
2 this proceeding and is expressly limited to this proceeding and any other proceeding or case in
3 which the Bureau of Real Estate ("Bureau") or another licensing agency of this state, another
4 state or if the federal government is involved, and otherwise shall not be admissible in any other
5 criminal or civil proceeding.

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

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

17 8. Respondent ESCALANTE understands that by agreeing to this Stipulation and
18 Agreement, Respondent ESCALANTE agrees to pay, pursuant to Section 10106 of the
19 California Business and Professions Code ("Code"), one-half of the total cost of the
20 investigation and enforcement which resulted in the determination that Respondent
21 ESCALANTE committed the violations found in the Determination of Issues. The total amount
22 of said investigation and enforcement costs is \$2,994.60; therefore, Respondent ESCALANTE's
23 one-half of this amount is \$1,497.30.

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1 DETERMINATION OF ISSUES

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

5 The conduct, acts or omissions of Respondent ESCALANTE, as described in
6 Paragraph 4, herein above, are in violation of Business and Professions Code ("Code") Section
7 10137, and are bases for the suspension or revocation of Respondent ESCALANTE's licenses
8 and license rights as a violation of the Real Estate Law pursuant to Code Sections 10177(d).

9 ORDER

10 WHEREFORE, THE FOLLOWING ORDER is hereby made:

11 All licenses and licensing rights of Respondent SALVADOR ESCALANTE, JR.
12 under the Real Estate Law are suspended for a period of sixty (60) days from the effective date
13 of this Decision and Order; provided, however, that:

14 1. Sixty (60) days of said suspension shall be stayed, upon the condition that
15 Respondent ESCALANTE petitions, pursuant to Section 10175.2 of the Code, and pays a
16 monetary penalty pursuant to Section 10175.2 of the Code at a rate of \$50.00 for each day of the
17 suspension for a total monetary penalty of \$3,000.00.

18 a) Said payment shall be in the form of a cashier's check made payable to the
19 Bureau of Real Estate. Said check must be delivered to the Bureau of Real Estate, Flag Section
20 at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective date of this Decision
21 and Order.

22 b) No further cause for disciplinary action against the Real Estate licenses of
23 Respondent ESCALANTE occurs within two (2) years from the effective date of the Decision
24 and Order in this matter.

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1 c) If Respondent ESCALANTE fails to pay the monetary penalty in
2 accordance with the terms and conditions of this Decision and Order, the suspension shall go
3 into effect automatically and Respondent ESCALANTE shall not be entitled to any repayment
4 nor credit, prorated or otherwise, for money paid to the Bureau under the terms of this Decision
5 and Order.

6 d) If Respondent ESCALANTE pays the monetary penalty and any other
7 moneys due under this Stipulation and Agreement and if no further cause for disciplinary action
8 against the real estate license of Respondent ESCALANTE occurs within two (2) years from
9 the effective date of this Decision and Order, the entire stay hereby granted pursuant to this
10 Decision and Order shall become permanent.

11 2. Respondent ESCALANTE shall obey all laws, rules and regulations governing
12 the rights, duties and responsibilities of a real estate licensee in the State of California.

13 3. Respondent ESCALANTE shall, within six (6) months from the effective date
14 of this Decision and Order, take and pass the Professional Responsibility Examination
15 administered by the Bureau including the payment of the appropriate examination fee. If
16 Respondent ESCALANTE fails to satisfy this condition, Respondent ESCALANTE's real estate
17 license shall automatically be suspended until he passes the examination.

18 4. Respondent ESCALANTE shall, within nine (9) months from the effective date
19 of this Decision and Order, present evidence satisfactory to the Commissioner that he has, since
20 the most recent issuance of an original or renewal real estate license, taken and successfully
21 completed the continuing education requirements of Article 2.5 of Chapter 3 of the Real Estate
22 Law for renewal of a real estate license. If Respondent ESCALANTE fails to satisfy this
23 condition, Respondent ESCALANTE's real estate license shall automatically be suspended until
24 Respondent ESCALANTE presents evidence satisfactory to the Commissioner of having taken
25 and successfully completed the continuing education requirements. Proof of completion of the
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1 continuing education courses must be delivered to the Bureau of Real Estate, Flag Section at P.O.
2 Box 137013, Sacramento, CA 95813-7013.

3 5. All licenses and licensing rights of Respondent ESCALANTE are indefinitely
4 suspended unless or until Respondent ESCALANTE pays the sum of \$1,497.30 for the
5 Commissioner's reasonable cost of the investigation and enforcement which led to this
6 disciplinary action. Said payment shall be in the form of a cashier's check or certified check
7 made payable to the Bureau of Real Estate. The investigation and enforcement costs must be
8 delivered to the Bureau of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA
9 95813-7013, prior to the effective date of this Decision and Order.

10
11 DATED: 12-14-16


12 Julie L. To, Counsel for Complainant

13 * * *


14 I have read the Stipulation and Agreement, have discussed it with my counsel,
15 and its terms are understood by me and are agreeable and acceptable to me. I understand that I
16 am waiving rights given to me by the California Administrative Procedure Act (including, but
17 not limited to Sections 11506, 11508, 11509 and 11513 of the Government Code), and I
18 willingly, intelligently and voluntarily waive those rights, including the right of requiring the
19 Commissioner to prove the allegations in the Accusation at a hearing at which I would have the
20 right to cross-examine witnesses against me and to present evidence in defense and mitigation of
21 the charges.

22 Respondent ESCALANTE shall send a hard copy of the original signed
23 Stipulation and Agreement to: Julie To, Bureau of Real Estate, 320 West Fourth Street, Suite
24 350, Los Angeles, CA 90013. In the event of time constraints before an administrative hearing,
25 Respondent ESCALANTE can signify acceptance and approval of the terms and conditions of
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1 this Stipulation and Agreement by emailing a scanned copy of the signature page, as actually
2 signed by Respondent ESCALANTE, to the Bureau counsel assigned to this case. Respondent
3 ESCALANTE agrees, acknowledges and understands that by electronically sending the Bureau
4 a scan of Respondent ESCALANTE's actual signature as it appears on the Stipulation and
5 Agreement, that receipt of the scan by the Bureau shall be binding on Respondent
6 ESCALANTE as if the Bureau had received the original signed Stipulation and Agreement.

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8 DATED: 12/7/2016 
9 SALVADOR ESCALANTE, JR., Respondent


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

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14 DATED: 12-7-16 
15 Frank M. Buda,
16 Attorney for Respondent Salvador Escalante, Jr.

17 * * *
18 The foregoing Stipulation and Agreement is hereby adopted as my Decision in
19 this matter and shall become effective at 12 o'clock noon on FEB 27 2017.

20 IT IS SO ORDERED 1/30/2017
21
22 REAL ESTATE COMMISSIONER
23 
24 WAYNE S. BELL

1 this Stipulation and Agreement by emailing a scanned copy of the signature page, as actually
2 signed by Respondent ESCALANTE, to the Bureau counsel assigned to this case. Respondent
3 ESCALANTE agrees, acknowledges and understands that by electronically sending the Bureau
4 a scan of Respondent ESCALANTE's actual signature as it appears on the Stipulation and
5 Agreement, that receipt of the scan by the Bureau shall be binding on Respondent
6 ESCALANTE as if the Bureau had received the original signed Stipulation and Agreement.

7
8 DATED: 12/7/2016 
9 SALVADOR ESCALANTE, JR., Respondent

10 * * *

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

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14 DATED: 12-8-2016 
15 Frank M. Buda,
16 Attorney for Respondent Salvador Escalante, Jr.

17 * * *

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

20 IT IS SO ORDERED 1/30/2017

21
22 REAL ESTATE COMMISSIONER
23 
24 WAYNE S. BELL