

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 *Sybil Danner*

8 BEFORE THE BUREAU OF REAL ESTATE  
9 STATE OF CALIFORNIA

10 \* \* \*

11 In the Matter of the Accusation of

No. H-40211 LA

12  
13 MIGUEL ANGEL SANCHEZ; and

STIPULATION AND AGREEMENT

14 SALVADOR ESCALANTE, JR.,

15 Respondents.  
16  
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18 It is hereby stipulated by and between MIGUEL ANGEL SANCHEZ  
19 (“SANCHEZ”) and the Complainant, acting by and through Julie L. To, Counsel for the Bureau  
20 of Real Estate, as follows for the purpose of settling and disposing of the First Amended  
21 Accusation (“Accusation”) filed on October 19, 2016 (The original Accusation was filed on  
22 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 SANCHEZ at a formal hearing on the Accusation,  
3 which hearing was to be held in accordance with the provisions of the Administrative Procedure  
4 Act ("APA"), shall instead and in place thereof be submitted solely on the basis of the  
5 provisions of this Stipulation and Agreement ("Stipulation").

6                   2. Respondent SANCHEZ has received, read and understands the Statement to  
7 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 9, 2016, Respondent SANCHEZ filed a Notice of Defense pursuant  
10 to Section 11506 of the Government Code for the purpose of requesting a hearing on the  
11 allegations in the Accusation. Respondent SANCHEZ hereby freely and voluntarily withdraws  
12 said Notice of Defense. Respondent SANCHEZ acknowledges that he understands that by  
13 withdrawing said Notice of Defense he thereby waives his right to require the Commissioner to  
14 prove the allegations in the Accusation at a contested hearing held in accordance with the  
15 provisions of the APA and that he will waive other rights afforded to him in connection with the  
16 hearing such as the right to present evidence in defense of the allegations in the Accusation and  
17 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 SANCHEZ chooses not to  
20 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 SANCHEZ' real estate licenses and license rights as set forth in the  
9 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 SANCHEZ 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 SANCHEZ understands that by agreeing to this Stipulation and  
18 Agreement, Respondent SANCHEZ agrees to pay, pursuant to Section 10106 of the California  
19 Business and Professions Code ("Code"), one-half of the total cost of the investigation and  
20 enforcement which resulted in the determination that Respondent SANCHEZ committed the  
21 violations found in the Determination of Issues. The total amount of said investigation and  
22 enforcement costs is \$2,994.60; therefore, Respondent SANCHEZ' one-half of this amount is  
23 \$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 SANCHEZ, 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 SANCHEZ' licenses and  
8 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 MIGUEL ANGEL SANCHEZ  
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 SANCHEZ petitions, pursuant to Section 10175.2 of the Code, and pays a monetary  
16 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 SANCHEZ occurs within two (2) years from the effective date of the Decision and  
24 Order in this matter.

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

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

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

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

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

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

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

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7 DATED: 12/09/16

  
MIGUEL ANGEL SANCHEZ, Respondent

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

12 IT IS SO ORDERED 1/27/2017

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14 REAL ESTATE COMMISSIONER  
  
15  
16 WAYNE S. BELL