

FILED

APR 20 2017

BUREAU OF REAL ESTATE

By *Agnes L. Lerner*

1 Bureau of Real Estate
2 320 West Fourth Street, #350
3 Los Angeles, California 90013
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5 (213) 576-6982
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8 BEFORE THE BUREAU OF REAL ESTATE
9 STATE OF CALIFORNIA
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11 In the Matter of the Accusation of

No. H-40352 LA

12
13 THE REALTY EXCHANGE FIRM INC. andSTIPULATION AND AGREEMENT14 JONATHAN I. ANOZIE, individually
15 and as former designated officer of
16 The Realty Exchange Firm Inc.,17 Respondents.
18

19 It is hereby stipulated by and between THE REALTY EXCHANGE FIRM INC.
20 ("TREFF") and JONATHAN I. ANOZIE ("ANOZIE"), both represented by Steven C. Vondran,
21 Esq. and the Complainant, acting by and through Julie L. To, Counsel for the Bureau of Real
22 Estate, as follows for the purpose of settling and disposing of the Accusation ("Accusation")
23 filed on August 25, 2016 in Case No. H-40352 LA, in this matter:

24 I. All issues which were to be contested and all evidence which was to be
25 presented by Complainant and Respondents at a formal hearing on the Accusation, which
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27 CalBRE Stipulation & Agreement - The Realty Exchange Firm Inc. and Jonathan I. Anozie, H-40352 LA

1 hearing was to be held in accordance with the provisions of the Administrative Procedure Act
2 ("APA"), shall instead and in place thereof be submitted solely on the basis of the provisions of
3 this Stipulation and Agreement ("Stipulation").

4 2. Respondents have received, read and understand the Statement to Respondent,
5 the Discovery Provisions of the APA and the Accusation filed by the Bureau of Real Estate in
6 this proceeding.

7 3. On September 16, 2016, Respondents TREFI and ANOZIE jointly filed a
8 Notice of Defense pursuant to Section 11506 of the Government Code for the purpose of
9 requesting a hearing on the allegations in the Accusation. Respondents TREFI and ANOZIE
10 hereby freely and voluntarily withdraw their Notice of Defense. Respondents acknowledge that
11 they understand that by withdrawing said Notice of Defense they thereby waive their right to
12 require the Commissioner to prove the allegations in the Accusation at a contested hearing held
13 in accordance with the provisions of the APA and that they will waive other rights afforded to
14 them in connection with the hearing such as the right to present evidence in defense of the
15 allegations in the Accusation and the right to cross-examine witnesses.

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

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

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

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

13 8. Respondents understand that by agreeing to this Stipulation and Agreement,
14 Respondents agree to pay, pursuant to Section 10148 of the Code, the cost of the audit which
15 resulted in the determination that Respondents committed the violations found in the
16 Determination of Issues. The amount of said costs for the original audits (Audit Nos.
17 LA140183 and LA150035) is \$9,541.13. Respondents agree to pay, pursuant to Section 10148
18 of the Code, \$9,541.13 for the cost of Audit Nos. LA140183 and LA150035.

19 9. Respondents have received, read, and understand the "Notice Concerning
20 Costs of Subsequent Audit." Respondents further understand that by agreeing to this Stipulation,
21 the findings set forth below in the Determination of Issues become final, and the Commissioner
22 may charge Respondents for the cost of any subsequent audits conducted pursuant to Business
23 and Professions Code Section 10148 to determine if the violations have been corrected. The
24 maximum cost of the follow-up audits will not exceed one hundred twenty percent (120%) of the
25 cost of the original audits. In the instant case, the total cost of the original audits LA140183 and
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1 LA150035 is \$9,541.13, and the maximum cost of the follow-up audits will not exceed
2 \$11,449.36. Therefore, Respondents may be charged a maximum of \$11,449.36 in the event of a
3 subsequent audit.

4 10. Respondents understand that by agreeing to this Stipulation and Agreement,
5 Respondents agree to pay, pursuant to Section 10106 of the California Business and Professions
6 Code ("Code"), the cost of the investigation and enforcement which resulted in the
7 determination that Respondents committed the violations found in the Determination of Issues.
8 The amount of said costs is \$5,514.35; therefore, Respondents agree to pay, pursuant to Section
9 10106 of the Code, \$5,514.35.

10 DETERMINATION OF ISSUES

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

14 The conduct, acts or omissions of Respondent TREFI, as described in Paragraph
15 4, herein above, are [Audit LA 140183] in violation of: Business and Professions Code ("Code")
16 Section 10145 and Regulation 2832.1; Code Section 10145 and Regulation 2832; Code Section
17 10145 and Regulation 2831; Code Section 10145 and Regulation 2831.1; Code Section 10145
18 and Regulation 2831.2; Code Sections 10145 and 10176(e) and Regulation 2835; Code Section
19 10159.5 and Regulation 2731; and Code Section 10140.6(b); and [Audit LA150035] in violation
20 of: Code Section 10145 and Regulations 2832, 2950(f), and 2951; Code Section 10145 and
21 Regulations 2831, 2950(d), and 2951; Code Section 10145 and Regulations 2831.1, 2950(d), and
22 2951; Financial Code Section 17403.4; and Regulation 2950(h), and are bases for the suspension
23 or revocation of Respondent TREFI's licenses and license rights as a violation of the Real Estate
24 Law pursuant to Code Sections 10177(d) and 10177(g).

1 The conduct, acts or omissions of Respondent ANOZIE, as described in
2 Paragraph 4, herein above, are in violation of Code Sections 10159.2 and 10177(h) and
3 Regulation 2725, and is the basis for the suspension or revocation of Respondent ANOZIE's
4 licenses and license rights as a violation of the Real Estate Law pursuant to Code Sections
5 10177(d) and 10177(g).

6 ORDER

7 WHEREFORE, THE FOLLOWING ORDER is hereby made:

8 All licenses and licensing rights of Respondents THE REALTY EXCHANGE
9 FIRM INC. and JONATHAN I. ANOZIE under the Real Estate Law are each suspended for a
10 period of thirty (30) days from the effective date of this Decision and Order; provided, however,
11 that:

12 1. Thirty (30) days of said suspension shall be stayed for two (2) years upon the
13 following terms and conditions:

14 a) Respondents shall obey all laws, rules and regulations governing the rights,
15 duties and responsibilities of a real estate licensee in the State of California; and,

16 b) That no final subsequent determination be made, after hearing or upon
17 stipulation, that cause of disciplinary action occurred within two (2) years from the effective
18 date of this Decision and Order. Should such a determination be made, the Commissioner may,
19 in his discretion, vacate and set aside the stay order and reimpose all or a portion of the stayed
20 suspension. Should no such determination be made, the stay imposed herein shall become
21 permanent.

22 2. All licenses and licensing rights of Respondent ANOZIE are indefinitely
23 suspended unless or until Respondent ANOZIE provides proof satisfactory to the Commissioner
24 of having taken and successfully completed the continuing education course on trust fund
25 accounting and handling specified in paragraph (3) of subdivision (a) of Section 10170.5 of the
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1 Business and Professions Code. Proof of satisfaction of these requirements includes evidence
2 that Respondent ANOZIE has successfully completed the trust fund accounting courses, no
3 earlier than one hundred and twenty (120) days prior to the effective date of the Decision and
4 Order in this matter. Proof of completion of the trust fund accounting and handling courses
5 must be delivered to the Bureau of Real Estate, Flag Section, at P.O. Box 137013, Sacramento,
6 CA 95813-7013 or by fax at 916-263-8758, prior to the effective date of this Decision and
7 Order.

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


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

23 5. All licenses and licensing rights of Respondents TREFI and ANOZIE are
24 indefinitely suspended unless or until Respondents TREFI and ANOZIE jointly and severally pay
25 the sum of \$5,514.35 for the Commissioner's reasonable cost of the investigation and
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1 enforcement which led to this disciplinary action. Said payment shall be in the form of a
2 cashier's check or certified check made payable to the Bureau of Real Estate. The investigation
3 and enforcement costs must be delivered to the Bureau of Real Estate, Flag Section at P.O. Box
4 137013, Sacramento, CA 95813-7013, prior to the effective date of this Decision and Order.

5 6. Pursuant to Section 10148 of the Code, Respondents TREFI and ANOZIE
6 shall jointly and severally pay the sum of \$9,541.13 for the Commissioner's cost of the audit
7 which led to this disciplinary action. Respondents shall pay such cost within sixty (60) days of
8 receiving an invoice therefore from the Commissioner. Payment of audit costs should not be
9 made until Respondents receive the invoice. If Respondents fail to satisfy this condition in a
10 timely manner as provided for herein, both Respondents' real estate licenses shall automatically
11 be suspended until payment is made in full, or until a decision providing otherwise is adopted
12 following a hearing held pursuant to this condition.

13 DATED: 2/27/17


14 Julie L. To, Counsel for Complainant

15 * * *

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

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

8 DATED: 1/26/2017


JONATHAN L. ANOZIE, former designated
officer for Respondent THE REALTY
EXCHANGE FIRM INC.

10 DATED: 1/24/2017


JONATHAN L. ANOZIE, Respondent

12 ***

13 I have reviewed the Stipulation and Agreement as to form and content and have
14 advised my clients accordingly.

15 DATED: 1/26/17


STEVEN C. VONDRAN, Attorney for
Respondents THE REALTY EXCHANGE FIRM
INC. and JONATHAN L. ANOZIE

18 ***

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


21 IT IS SO ORDERED _____

22
23 REAL ESTATE COMMISSIONER

24
25 WAYNE S. BELL
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1 CA 90013. In the event of time constraints before an administrative hearing, Respondents can
2 signify acceptance and approval of the terms and conditions of this Stipulation and Agreement
3 by emailing a scanned copy of the signature page, as actually signed by Respondents, to the
4 Bureau counsel assigned to this case. Respondents agree, acknowledge and understand that by
5 electronically sending the Bureau a scan of Respondents' actual signatures as they appear on the
6 Stipulation and Agreement, that receipt of the scan by the Bureau shall be binding on
7 Respondents as if the Bureau had received the original signed Stipulation and Agreement.

8 DATED: 11/24/2017


JONATHAN L. ANOZIE, former designated
officer for Respondent THE REALTY
EXCHANGE FIRM INC.

10 DATED: 11/24/2017


JONATHAN L. ANOZIE, Respondent

12 * * *

13 *I have reviewed the Stipulation and Agreement as to form and content and have*
14 *advised my clients accordingly.*

15 DATED: _____

16 STEVEN C. VONDRAN, Attorney for
17 Respondents THE REALTY EXCHANGE FIRM
INC. and JONATHAN L. ANOZIE

18 * * *

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

21 IT IS SO ORDERED _____

23 REAL ESTATE COMMISSIONER

25 WAYNE S. BELL

1 CA 90013. In the event of time constraints before an administrative hearing, Respondents can
2 signify acceptance and approval of the terms and conditions of this Stipulation and Agreement
3 by emailing a scanned copy of the signature page, as actually signed by Respondents, to the
4 Bureau counsel assigned to this case. Respondents agree, acknowledge and understand that by
5 electronically sending the Bureau a scan of Respondents' actual signatures as they appear on the
6 Stipulation and Agreement, that receipt of the scan by the Bureau shall be binding on
7 Respondents as if the Bureau had received the original signed Stipulation and Agreement.

8 DATED: _____

JONATHAN I. ANOZIE, former designated
officer for Respondent THE REALTY
EXCHANGE FIRM INC.

11 DATED: _____

JONATHAN I. ANOZIE, Respondent

* * *

13 *I have reviewed the Stipulation and Agreement as to form and content and have*
14 *advised my clients accordingly.*

15 DATED: _____

STEVEN C. VONDRAN, Attorney for
Respondents THE REALTY EXCHANGE FIRM
INC. and JONATHAN I. ANOZIE

* * *

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

21 IT IS SO ORDERED

4/8/2017

22 **WAYNE S. BELL**
23 **REAL ESTATE COMMISSIONER**

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