

1 Bureau of Real Estate
2 320 West 4th Street, Suite 350
3 Los Angeles, California 90013
4 Telephone: (213) 576-6982



8 BEFORE THE BUREAU OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of)	No. H-40813 LA
)	
12 LA'S BEST PROPERTY MANAGEMENT,)	
13 INC.; <u>ROSARIO PERRY</u> , individually and as)	STIPULATION AND
14 designated officer of LA's Best Property)	AGREEMENT
15 Management, Inc.; and VANESSA PINEDA,)	
)	
16 Respondents.)	

17 It is hereby stipulated by and between Respondent ROSARIO PERRY
18 ("PERRY"), represented by Scott J. Harris, Esq., and the Complainant, acting by and through
19 Diane Lee, Counsel for the Bureau of Real Estate, as follows for the purpose of settling and
20 disposing of the Accusation ("Accusation") filed on or about October 11, 2017, in this matter:

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

26 2. Respondent PERRY has received and read, and understands the Statement to
27 Respondent, the Discovery Provisions of the APA, and the Accusation filed by the Bureau of

1 Real Estate in this proceeding.

2 3. Respondent PERRY filed a Notice of Defense pursuant to California
3 Government Code section 11506 for the purpose of requesting a hearing on the allegations in the
4 Accusation. Respondent PERRY hereby freely and voluntarily withdraws said Notice of
5 Defense. Respondent PERRY acknowledges that he understands that by withdrawing said
6 Notices of Defense it thereby waives his right to require the Commissioner to prove the
7 allegations in the Accusation at a contested hearing held in accordance with the provisions of the
8 APA and that Respondent PERRY will waive other rights afforded to him in connection with the
9 hearing such as the right to present evidence in their defense and the right to cross-examine
10 witnesses.

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

17 5. This Stipulation is made for the purpose of reaching an agreed disposition of
18 this proceeding and is expressly limited to this proceeding and any other proceeding or case in
19 which the Bureau of Real Estate, the state or federal government, or any agency of this state, or
20 another state or federal government is involved.

21 6. It is understood by the parties that the Real Estate Commissioner may adopt
22 this Stipulation as his Decision in this matter thereby imposing the penalties and sanctions on the
23 real estate license and license rights of Respondent PERRY as set forth in the below "Order." In
24 the event that the Commissioner in his discretion does not adopt this Stipulation, it shall be void
25 and of no effect, and Respondent PERRY shall retain the right to a hearing and proceeding on the
26 Accusation under the provisions of the APA and shall not be bound by this Stipulation herein.

27 7. The Order or any subsequent Order of the Real Estate Commissioner made

pursuant to this Stipulation herein shall not constitute an estoppel, merger, or bar to any further administrative or civil proceedings by the Bureau of Real Estate with respect to any matters which were not specifically alleged to be causes for Accusation in this proceeding, but do constitute a bar, estoppel, and merger as to any allegations specifically and actually contained in the Accusation against Respondent PERRY herein.

8. Respondent PERRY understands that by agreeing to this Stipulation, Respondent PERRY agrees to pay, pursuant to California Business and Professions Code section 10106, the cost of the investigation and enforcement. The amount of investigation and enforcement cost is \$2,160.05.

9. Respondent PERRY understands that by agreeing to this Stipulation and Agreement, Respondent PERRY agrees to pay, pursuant to California Business and Professions Code section 10148, the cost of the audits which led to this disciplinary action. The amount of said cost for the original audit (LA150113) is \$5,364.20.

10. Respondent PERRY understands that by agreeing to this Stipulation and Agreement, the findings set forth below in the Determination of Issues become final, and the Commissioner may charge Respondent LBPMI for the cost of any subsequent audit conducted pursuant to California Business and Professions Code section 10148. The maximum cost of the subsequent audit will not exceed \$6,705.25.

DETERMINATION OF ISSUES

By reason of the foregoing, it is stipulated and agreed that the following determination of issues shall be made:

The conduct, acts, or omissions of Respondent PERRY, as described in the Accusation and Paragraph 4, above, are a basis for discipline of Respondent PERRY's license and license rights as violation of the Real Estate Law pursuant to California Business and Professions Code sections 10177(d), 10177(g) and 10177(h).

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(STAYED SUSPENSION)

All licenses and licensing rights of Respondent PERRY under the Real Estate
ended for a period of ninety (90) days from the effective date of this Decision:

A. Provided, however, that the initial thirty (30) days of said suspension shall be
condition that:

1. Respondent PERRY pays a monetary penalty pursuant to California Business and Professions Code section 10175.2 at the rate of \$75.00 per day for a monetary penalty of \$1,000.00.

2. Said payment shall be in the form of a cashier's check or certified check made payable to the Recovery Account of the Real Estate Fund. Said check must be received by the Real Estate prior to the effective date of the Decision in this matter.

3. No further cause for disciplinary action against the real estate license of
ERRY occurs within three (3) years from the effective date of the Decision in this

4. If Respondent PERRY fails to pay the monetary penalty in accordance with the Decision, the Commissioner may, without a hearing, order the immediate execution of the stayed suspension, in which event Respondent PERRY shall not be entitled to a repayment nor credit, prorated or otherwise, for money paid to the Bureau of Real Estate in accordance with the terms of this Decision.

5. If Respondent PERRY pays the monetary penalty and if no further cause for action against the real estate license of Respondent PERRY occurs within three (3) effective date of the Decision, the stay hereby granted shall become permanent.

B. The remaining sixty (60) days of the ninety (90) day suspension shall be stayed
upon the following terms and conditions:

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

3 2. That no final subsequent determination be made after hearing or upon
4 stipulation, that cause for disciplinary action occurred within three (3) years from the effective
5 date of this Decision. Should such a determination be made, the Commissioner may, in his
6 discretion, vacate, and set aside the stay order and re-impose all or a portion of the stayed
7 suspension. Should no such determination be made, the stay imposed herein shall become
8 permanent.

9
10 (INVESTIGATION AND ENFORCEMENT COSTS)

11 II.

12 Respondent PERRY shall, within six (6) months from the effective date of this
13 Decision and Order, pay the sum of \$2,160.05 with joint and several liability with Respondents
14 LA'S BEST PROPERTY MANAGEMENT, INC. and VANESSA PINEDA for the
15 Commissioner's reasonable cost for investigation and enforcement which led to this disciplinary
16 action. Said payment shall be in the form of a cashier's check made payable to the Bureau of
17 Real Estate. The investigative and enforcement costs must be delivered to the Bureau of Real
18 Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013, within six (6) months
19 from the effective date of this Decision and Order. If the costs of investigation and enforcement
20 are not paid within six (6) months from the effective date of this Decision and Order, the licenses
21 and license rights of Respondent LBPMI shall automatically be suspended until full payment is
22 made.

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(AUDIT COSTS)

III.

Pursuant to California Business and Professions Code section 10148, Respondent
PERRY shall pay \$5,364.20 for the Commissioner's cost of the audit which led to this disciplinary action with joint and several liability with Respondent LA'S BEST PROPERTY MANAGEMENT, INC. Respondent PERRY shall pay this \$5,364.20 within thirty (30) days of receiving an invoice therefore from the Commissioner. Payment of audit costs should not be made until Respondent PERRY receives the invoice. If Respondent PERRY fails to satisfy this condition in a timely manner as provided for herein, the real estate license of Respondent PERRY shall automatically be suspended until payment is made in full, or until a decision providing otherwise is adopted following a hearing held pursuant to this condition.

Pursuant to California Business and Professions Code section 10148, Respondent
PERRY shall pay the Commissioner's reasonable cost, not to exceed \$6,705.25, for an audit to determine if Respondent PERRY has corrected the violations found in the Determination of Issues. In calculating the amount of the Commissioner's reasonable cost, the Commissioner may use the estimated average hourly salary for all persons performing audits of real estate broker(s), and shall include an allocation for travel time to and from the auditor's place of work. Respondent PERRY shall pay such cost within thirty (30) days of receiving an invoice therefor from the Commissioner. Payment of the audit costs should not be made until Respondent PERRY receives the invoice. If Respondent PERRY fails to satisfy this condition in a timely manner as provided for herein, the real estate license of Respondent PERRY shall automatically be suspended until payment is made in full, or until a decision providing otherwise is adopted following a hearing held pursuant to this condition.

DATED: 06/21/2018



DIANE LEE, Counsel for
Bureau of Real Estate

1 * * *

2 EXECUTION OF THE STIPULATION

3 I, ROSARIO PERRY, individually, have read the Stipulation and discussed it
4 with my attorney, Scott J. Harris, Esq. Its terms are understood by me, and are agreeable and
5 acceptable to me. I understand that I am waiving rights given to me by the California APA
6 (including, but not limited to, California Government Code sections 11506, 11508, 11509, and
7 11513), and I willingly, intelligently, and voluntarily waive those rights, including, but not
8 limited to, the right of requiring the Commissioner to prove the allegations in the Accusation at a
9 hearing at which I would have the right to cross-examine witnesses against me, and to present
10 evidence in defense and mitigation of the charges.

11
12 MAILING AND FACSIMILE

13 Respondent PERRY (1) shall mail the original signed signature page of this
14 Stipulation herein to Bureau of Real Estate, Attention: Legal Section – Diane Lee, 320 West
15 Fourth Street, Suite 350, Los Angeles, California 90013-1105. Respondent PERRY shall also
16 (2) facsimile a copy of signed signature page, to the Bureau of Real Estate at the following
17 telephone/fax number: (213) 576-6917, Attention: Diane Lee.

18 A facsimile constitutes acceptance and approval of the terms and conditions of
19 this Stipulation. Respondent PERRY agrees, acknowledges, and understands that by
20 electronically sending to the Bureau of Real Estate a facsimile copy of the actual signature of
21 PERRY, individually, as it appears on the Stipulation that receipt of the facsimile copy by the
22 Bureau of Real Estate shall be as binding on Respondent PERRY as if the Bureau of Real Estate
23 had received the original signed Stipulation.

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25 ///

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1
2 DATED: June 21, 2018

Rosario Perry
ROSARIO PERRY, individually

3
4
5 DATED: June 21, 2018

Scott J. Harris
SCOTT J. HARRIS, ESQ.
Attorney for Respondent ROSARIO PERRY

6
7 * * *

8 The foregoing Stipulation and Agreement is hereby adopted as my Decision as to
9 Respondent ROSARIO PERRY, and shall become effective at 12 o'clock noon on
10 8/13/18, 2018.

11 IT IS SO ORDERED July 18, 2018.

12
13 DANIEL J. SANDRI
14 ACTING REAL ESTATE COMMISSIONER

15 Daniel J. Sandri
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FXS

1 Bureau of Real Estate
2 320 West 4th Street, Suite 350
3 Los Angeles, California 90013
4
5 Telephone: (213) 576-6982
6
7

FILED
7/24/18
DEPARTMENT OF REAL ESTATE
By Carla Delou

8 BEFORE THE BUREAU OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of)	No. H-40813 LA
)	
12 <u>LA'S BEST PROPERTY MANAGEMENT,</u>)	
13 <u>INC.;</u> ROSARIO PERRY, individually and as)	STIPULATION AND
14 designated officer of LA's Best Property)	AGREEMENT
15 Management, Inc.; and VANESSA PINEDA,)	
)	
16 Respondents.)	

17 It is hereby stipulated by and between Respondent LA'S BEST PROPERTY
18 MANAGEMENT, INC. ("LBPMI"), represented by Mary Work, Esq., and the Complainant,
19 acting by and through Diane Lee, Counsel for the Bureau of Real Estate, as follows for the
20 purpose of settling and disposing of the Accusation ("Accusation") filed on or about October 11,
21 2017, in this matter:

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

27 2. Respondent LBPMI has received and read, and understands the Statement to

1 Respondent, the Discovery Provisions of the APA, and the Accusation filed by the Bureau of
2 Real Estate in this proceeding.

3 3. Respondent LBPMI filed a Notice of Defense pursuant to California
4 Government Code section 11506 for the purpose of requesting a hearing on the allegations in the
5 Accusation. Respondent LBPMI hereby freely and voluntarily withdraws said Notice of
6 Defense. Respondent LBPMI acknowledges that it understands that by withdrawing said Notices
7 of Defense it thereby waives its right to require the Commissioner to prove the allegations in the
8 Accusation at a contested hearing held in accordance with the provisions of the APA and that
9 Respondent LBPMI will waive other rights afforded to it in connection with the hearing such as
10 the right to present evidence in their defense and the right to cross-examine witnesses.

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

17 5. This Stipulation is made for the purpose of reaching an agreed disposition of
18 this proceeding and is expressly limited to this proceeding and any other proceeding or case in
19 which the Bureau of Real Estate, the state or federal government, or any agency of this state, or
20 another state or federal government is involved.

21 6. It is understood by the parties that the Real Estate Commissioner may adopt
22 this Stipulation as his Decision in this matter thereby imposing the penalties and sanctions on the
23 real estate license and license rights of Respondent LBPMI as set forth in the below "Order." In
24 the event that the Commissioner in his discretion does not adopt this Stipulation, it shall be void
25 and of no effect, and Respondent LBPMI shall retain the right to a hearing and proceeding on the
26 Accusation under the provisions of the APA and shall not be bound by this Stipulation herein.

27 7. The Order or any subsequent Order of the Real Estate Commissioner made

1 pursuant to this Stipulation herein shall not constitute an estoppel, merger, or bar to any further
2 administrative or civil proceedings by the Bureau of Real Estate with respect to any matters
3 which were not specifically alleged to be causes for Accusation in this proceeding, but do
4 constitute a bar, estoppel, and merger as to any allegations specifically and actually contained in
5 the Accusation against Respondent LBPMI herein.

6 8. Respondent LBPMI understands that by agreeing to this Stipulation,
7 Respondent LBPMI agrees to pay, pursuant to California Business and Professions Code section
8 10106, the cost of the investigation and enforcement. The amount of investigation and
9 enforcement cost is \$2,160.05.

10 9. Respondent LBPMI understands that by agreeing to this Stipulation and
11 Agreement, Respondent LBPMI agrees to pay, pursuant to California Business and Professions
12 Code section 10148, the cost of the audits which led to this disciplinary action. The amount of
13 said cost for the original audit (LA150113) is \$5,364.20.

14 10. Respondent LBPMI understands that by agreeing to this Stipulation and
15 Agreement, the findings set forth below in the Determination of Issues become final, and the
16 Commissioner may charge Respondent LBPMI for the cost of any subsequent audit conducted
17 pursuant to California Business and Professions Code section 10148. The maximum cost of the
18 subsequent audit will not exceed \$6,705.25.

19 20 DETERMINATION OF ISSUES

21 By reason of the foregoing, it is stipulated and agreed that the following
22 determination of issues shall be made:

23 The conduct, acts, or omissions of Respondent LBPMI, as described in the
24 Accusation and Paragraph 4, above, are in violation of California Business and Professions Code
25 sections 10130, 10145, 10159.5, and 10161.8, and Title 10, Chapter 6 of the California Code of
26 Regulations, sections 2731, 2752, and 2831, and are a basis for discipline of Respondent
27 LBPMI's license and license rights as violation of the Real Estate Law pursuant to California

1 Business and Professions Code section 10177(g).

2
3 ORDER

4 WHEREFORE, THE FOLLOWING ORDER is hereby made:

5 (STAYED SUSPENSION)

6 I.

7 All licenses and licensing rights of Respondent LBPMI under the Real Estate Law
8 are suspended for a period of ninety (90) days from the effective date of this Decision:

9 A. Provided, however, that the initial thirty (30) days of said suspension shall be
10 stayed upon condition that:

11 1. Respondent LBPMI pays a monetary penalty pursuant to California Business
12 and Professions Code section 10175.2 at the rate of \$75.00 per day for a monetary penalty of
13 \$2,250.00 total.

14 2. Said payment shall be in the form of a cashier's check or certified check made
15 payable to the Recovery Account of the Real Estate Fund. Said check must be received by the
16 Bureau of Real Estate prior to the effective date of the Decision in this matter.

17 3. No further cause for disciplinary action against the real estate license of
18 Respondent LBPMI occurs within three (3) years from the effective date of the Decision in this
19 matter.

20 4. If Respondent LBPMI fails to pay the monetary penalty in accordance with the
21 terms of the Decision, the Commissioner may, without a hearing, order the immediate execution
22 of all or any part of the stayed suspension, in which event Respondent LBPMI shall not be
23 entitled to any repayment nor credit, prorated or otherwise, for money paid to the Bureau of Real
24 Estate under the terms of this Decision.

25 5. If Respondent LBPMI pays the monetary penalty and if no further cause for
26 disciplinary action against the real estate license of Respondent LBPMI occurs within three (3)
27 years from the effective date of the Decision, the stay hereby granted shall become permanent.

1 B. The remaining sixty (60) days of the ninety (90) day suspension shall be stayed
2 for three (3) years upon the following terms and conditions:

3 1. Respondent LBPMI shall obey all laws, rules, and regulations governing the
4 rights, duties, and responsibilities of a real estate licensee in the State of California; and

5 2. That no final subsequent determination be made after hearing or upon
6 stipulation, that cause for disciplinary action occurred within three (3) years from the effective
7 date of this Decision. Should such a determination be made, the Commissioner may, in his
8 discretion, vacate, and set aside the stay order and re-impose all or a portion of the stayed
9 suspension. Should no such determination be made, the stay imposed herein shall become
10 permanent.

11
12 (INVESTIGATION AND ENFORCEMENT COSTS)

13 II.

14 Respondent LBPMI shall, within six (6) months from the effective date of this
15 Decision and Order, pay the sum of \$2,160.05 with joint and several liability with Respondents
16 ROSARIO PERRY and VANESSA PINEDA for the Commissioner's reasonable cost for
17 investigation and enforcement which led to this disciplinary action. Said payment shall be in the
18 form of a cashier's check made payable to the Bureau of Real Estate. The investigative and
19 enforcement costs must be delivered to the Bureau of Real Estate, Flag Section at P.O. Box
20 137013, Sacramento, CA 95813-7013, within six (6) months from the effective date of this
21 Decision and Order. If the costs of investigation and enforcement are not paid within six (6)
22 months from the effective date of this Decision and Order, the licenses and license rights of
23 Respondent LBPMI shall automatically be suspended until full payment is made.

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1 (AUDIT COSTS)

2 III.

3 Pursuant to California Business and Professions Code section 10148, Respondent

4 LBPMI shall pay \$5,364.20 for the Commissioner's cost of the audit which led to this
5 disciplinary action with joint and several liability with Respondent ROSARIO PERRY.


6 Respondent LBPMI shall pay this \$5,364.20 within thirty (30) days of receiving an invoice
7 therefore from the Commissioner. Payment of audit costs should not be made until Respondent
8 LBPMI receives the invoice. If Respondent LBPMI fails to satisfy this condition in a timely
9 manner as provided for herein, the real estate license of Respondent LBPMI shall automatically
10 be suspended until payment is made in full, or until a decision providing otherwise is adopted
11 following a hearing held pursuant to this condition.

12 Pursuant to California Business and Professions Code section 10148, Respondent

13 LBPMI shall pay the Commissioner's reasonable cost, not to exceed \$6,705.25, for an audit to
14 determine if Respondent LBPMI has corrected the violations found in the Determination of
15 Issues. In calculating the amount of the Commissioner's reasonable cost, the Commissioner may
16 use the estimated average hourly salary for all persons performing audits of real estate broker(s),
17 and shall include an allocation for travel time to and from the auditor's place of work.

18 Respondent LBPMI shall pay such cost within thirty (30) days of receiving an invoice therefor
19 from the Commissioner. Payment of the audit costs should not be made until Respondent
20 LBPMI receives the invoice. If Respondent LBPMI fails to satisfy this condition in a timely
21 manner as provided for herein, the real estate license of Respondent LBPMI shall automatically
22 be suspended until payment is made in full, or until a decision providing otherwise is adopted
23 following a hearing held pursuant to this condition.

24
25 DATED: 06/21/2018

26 
DIANE LEE, Counsel for
Bureau of Real Estate

1 * * *

2 EXECUTION OF THE STIPULATION

3 I, ROSARIO PERRY, as designated officer of LBPMI, have read the Stipulation
4 and discussed it with LBPMI's attorney, Mary Work, Esq. Its terms are understood by me and
5 LBPMI, and are agreeable and acceptable to me and LBPMI. I understand that I am waiving
6 rights given to LBPMI by the California APA (including, but not limited to, California
7 Government Code sections 11506, 11508, 11509, and 11513), and I, as designated officer of
8 LBPMI, and LBPMI willingly, intelligently, and voluntarily waive those rights, including, but not
9 limited to, the right of requiring the Commissioner to prove the allegations in the Accusation at a
10 hearing at which I, as designated officer of LBPMI, and LBPMI would have the right to cross-
11 examine witnesses against me and LBPMI, and to present evidence in defense and mitigation of
12 the charges.

13 I, VANESSA PINEDA, as owner of LBPMI, have read the Stipulation and
14 discussed it with LBPMI's attorney, Mary Work, Esq. Its terms are understood by me and
15 LBPMI, and are agreeable and acceptable to me and LBPMI. I understand that I am waiving
16 rights given to LBPMI by the California APA (including, but not limited to, California
17 Government Code sections 11506, 11508, 11509, and 11513), and I, as owner of LBPMI, and
18 LBPMI willingly, intelligently, and voluntarily waive those rights, including, but not limited to,
19 the right of requiring the Commissioner to prove the allegations in the Accusation at a hearing at
20 which I, as owner of LBPMI, and LBPMI would have the right to cross-examine witnesses
21 against me and LBPMI, and to present evidence in defense and mitigation of the charges.

22
23 MAILING AND FACSIMILE

24 Respondent LBPMI (1) shall mail the original signed signature page of this
25 Stipulation herein to Bureau of Real Estate, Attention: Legal Section – Diane Lee, 320 West
26 Fourth Street, Suite 350, Los Angeles, California 90013-1105. Respondent LBPMI shall also (2)
27 facsimile a copy of signed signature page, to the Bureau of Real Estate at the following

1 telephone/fax number: (213) 576-6917, Attention: Diane Lee.

2 A facsimile constitutes acceptance and approval of the terms and conditions of
3 this Stipulation. Respondent LBPMI agrees, acknowledges, and understands that by
4 electronically sending to the Bureau of Real Estate a facsimile copy of the actual signatures of
5 ROSARIO PERRY, as designated officer of Respondent LBPMI, and VANESSA PINEDA, as
6 owner of Respondent LBPMI, as they appear on the Stipulation that receipt of the facsimile copy
7 by the Bureau of Real Estate shall be as binding on Respondent LBPMI as if the Bureau of Real
8 Estate had received the original signed Stipulation.

9
10 DATED: June 21, 2018

Rosario Perry
ROSARIO PERRY, as designated officer of
LA'S BEST PROPERTY MANAGEMENT, INC.

11
12
13 DATED: _____

VANESSA PINEDA, as owner of
LA'S BEST PROPERTY MANAGEMENT, INC.

14
15
16 DATED: _____

MARY WORK, ESQ.
Attorney for Respondents LA'S BEST PROPERTY
MANAGEMENT, INC. and VANESSA PINEDA

17
18
19 * * *

20 The foregoing Stipulation and Agreement is hereby adopted as my Decision as to
21 Respondent LA'S BEST PROPERTY MANAGEMENT, INC., and shall become effective at 12
22 o'clock noon on _____, 2018.

23 IT IS SO ORDERED _____, 2018.

24 WAYNE S. BELL
25 REAL ESTATE COMMISSIONER
26
27 _____

1 telephone/fax number: (213) 576-6917, Attention: Diane Lee.

2 A facsimile constitutes acceptance and approval of the terms and conditions of
3 this Stipulation. Respondent LBPMI agrees, acknowledges, and understands that by
4 electronically sending to the Bureau of Real Estate a facsimile copy of the actual signatures of
5 ROSARIO PERRY, as designated officer of Respondent LBPMI, and VANESSA PINEDA, as
6 owner of Respondent LBPMI, as they appear on the Stipulation that receipt of the facsimile copy
7 by the Bureau of Real Estate shall be as binding on Respondent LBPMI as if the Bureau of Real
8 Estate had received the original signed Stipulation.


9
10 DATED: _____

ROSARIO PERRY, as designated officer of
LA'S BEST PROPERTY MANAGEMENT, INC.

11
12
13 DATED: 10/21/18


VANESSA PINEDA, as owner of
LA'S BEST PROPERTY MANAGEMENT, INC.

14
15
16 DATED: 6/21/2018


MARY WORK, ESQ.
Attorney for Respondents LA'S BEST PROPERTY
MANAGEMENT, INC. and VANESSA PINEDA

17
18
19 * * *

20 The foregoing Stipulation and Agreement is hereby adopted as my Decision as to
21 Respondent LA'S BEST PROPERTY MANAGEMENT, INC., and shall become effective at 12
22 o'clock noon on _____, 2018.

23 IT IS SO ORDERED _____, 2018.

24 WAYNE S. BELL
25 REAL ESTATE COMMISSIONER
26
27 _____

1 telephone/fax number: (213) 576-6917, Attention: Diane Lee.

2 A facsimile constitutes acceptance and approval of the terms and conditions of
3 this Stipulation. Respondent LBPMI agrees, acknowledges, and understands that by
4 electronically sending to the Bureau of Real Estate a facsimile copy of the actual signatures of
5 ROSARIO PERRY, as designated officer of Respondent LBPMI, and VANESSA PINEDA, as
6 owner of Respondent LBPMI, as they appear on the Stipulation that receipt of the facsimile copy
7 by the Bureau of Real Estate shall be as binding on Respondent LBPMI as if the Bureau of Real
8 Estate had received the original signed Stipulation.

9
10 DATED: _____

ROSARIO PERRY, as designated officer of
LA'S BEST PROPERTY MANAGEMENT, INC.

11
12
13 DATED: _____

VANESSA PINEDA, as owner of
LA'S BEST PROPERTY MANAGEMENT, INC.

14
15
16 DATED: _____

MARY WORK, ESQ.
Attorney for Respondents LA'S BEST PROPERTY
MANAGEMENT, INC. and VANESSA PINEDA

17
18
19 * * *

20 The foregoing Stipulation and Agreement is hereby adopted as my Decision as to
21 Respondent LA'S BEST PROPERTY MANAGEMENT, INC., and shall become effective at 12
22 o'clock noon on 8/13/18, 2018.

23 IT IS SO ORDERED July 18, 2018.

24
25 DANIEL J. SANDRI
ACTING REAL ESTATE COMMISSIONER

26 *Daniel J. Sandri*
27

1 Bureau of Real Estate
2 320 West 4th Street, Suite 350
3 Los Angeles, California 90013
4 Telephone: (213) 576-6982
5
6
7

FILED
7/24/18
DEPARTMENT OF REAL ESTATE
By *[Signature]*

8 BEFORE THE BUREAU OF REAL ESTATE

9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of)	No. H-40813 LA
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12 LA'S BEST PROPERTY MANAGEMENT,)	
13 INC.; ROSARIO PERRY, individually and as)	STIPULATION AND
14 designated officer of LA's Best Property)	AGREEMENT
15 Management, Inc.; and <u>VANESSA PINEDA,</u>)	
)	
16 Respondents.)	

17 It is hereby stipulated by and between Respondent VANESSA PINEDA
18 ("PINEDA"), represented by Mary Work, Esq., and the Complainant, acting by and through
19 Diane Lee, Counsel for the Bureau of Real Estate, as follows for the purpose of settling and
20 disposing of the Accusation ("Accusation") filed on or about October 11, 2017, in this matter:

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

26 2. Respondent PINEDA has received and read, and understand the Statement to
27 Respondent, the Discovery Provisions of the APA, and the Accusation filed by the Bureau of

1 Real Estate in this proceeding.

2 3. Respondent PINEDA filed a Notice of Defense pursuant to California
3 Government Code section 11506 for the purpose of requesting a hearing on the allegations in the
4 Accusation. Respondent PINEDA hereby freely and voluntarily withdraws said Notice of
5 Defense. Respondent PINEDA acknowledges that she understands that by withdrawing said
6 Notices of Defense she thereby waives her right to require the Commissioner to prove the
7 allegations in the Accusation at a contested hearing held in accordance with the provisions of the
8 APA and that Respondent PINEDA will waive other rights afforded to her in connection with the
9 hearing such as the right to present evidence in their defense and the right to cross-examine
10 witnesses.

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

17 5. This Stipulation is made for the purpose of reaching an agreed disposition of
18 this proceeding and is expressly limited to this proceeding and any other proceeding or case in
19 which the Bureau of Real Estate, the state or federal government, or any agency of this state, or
20 another state or federal government is involved.

21 6. It is understood by the parties that the Real Estate Commissioner may adopt
22 this Stipulation as his Decision in this matter thereby imposing the penalties and sanctions on the
23 real estate license and license rights of Respondent PINEDA as set forth in the below "Order."
24 In the event that the Commissioner in his discretion does not adopt this Stipulation, it shall be
25 void and of no effect, and Respondent PINEDA shall retain the right to a hearing and proceeding
26 on the Accusation under the provisions of the APA and shall not be bound by this Stipulation
27 herein.

7. The Order or any subsequent Order of the Real Estate Commissioner made pursuant to this Stipulation herein shall not constitute an estoppel, merger, or bar to any further administrative or civil proceedings by the Bureau of Real Estate with respect to any matters which were not specifically alleged to be causes for Accusation in this proceeding, but do constitute a bar, estoppel, and merger as to any allegations specifically and actually contained in the Accusation against Respondent PINEDA herein.

8. Respondent PINEDA understands that by agreeing to this Stipulation, Respondent PINEDA agrees to pay, pursuant to California Business and Professions Code section 10106, the cost of the investigation and enforcement. The amount of investigation and enforcement cost is \$2,160.05.

DETERMINATION OF ISSUES

By reason of the foregoing, it is stipulated and agreed that the following determination of issues shall be made:

The conduct, acts, or omissions of Respondent PINEDA, as described in the Accusation and Paragraph 4, above, are in violation of California Business and Professions Code section 10130, and is a basis for discipline of Respondent PINEDA's license and license rights as violation of the Real Estate Law pursuant to California Business and Professions Code section 10177(g).

ORDER

WHEREFORE, THE FOLLOWING ORDER is hereby made:

(STAYED SUSPENSION)

I.

All licenses and licensing rights of Respondent PINEDA under the Real Estate Law are suspended for a period of ninety (90) days from the effective date of this Decision:

A. Provided, however, that the initial thirty (30) days of said suspension shall be

1 stayed upon condition that:

2 1. Respondent PINEDA pays a monetary penalty pursuant to California Business
3 and Professions Code section 10175.2 at the rate of \$75.00 per day for a monetary penalty of
4 \$2,250.00 total.

5 2. Said payment shall be in the form of a cashier's check or certified check made
6 payable to the Recovery Account of the Real Estate Fund. Said check must be received by the
7 Bureau of Real Estate prior to the effective date of the Decision in this matter.

8 3. No further cause for disciplinary action against the real estate license of
9 Respondent PINEDA occurs within three (3) years from the effective date of the Decision in this
10 matter.

11 4. If Respondent PINEDA fails to pay the monetary penalty in accordance with
12 the terms of the Decision, the Commissioner may, without a hearing, order the immediate
13 execution of all or any part of the stayed suspension, in which event Respondent PINEDA shall
14 not be entitled to any repayment nor credit, prorated or otherwise, for money paid to the Bureau
15 of Real Estate under the terms of this Decision.

16 5. If Respondent PINEDA pays the monetary penalty and if no further cause for
17 disciplinary action against the real estate license of Respondent PINEDA occurs within three (3)
18 years from the effective date of the Decision, the stay hereby granted shall become permanent.

19 B. The remaining sixty (60) days of the ninety (90) day suspension shall be stayed
20 for three (3) years upon the following terms and conditions:

21 1. Respondent PINEDA shall obey all laws, rules, and regulations governing the
22 rights, duties, and responsibilities of a real estate licensee in the State of California; and

23 2. That no final subsequent determination be made after hearing or upon
24 stipulation, that cause for disciplinary action occurred within three (3) years from the effective
25 date of this Decision. Should such a determination be made, the Commissioner may, in his
26 discretion, vacate, and set aside the stay order and re-impose all or a portion of the stayed
27 suspension. Should no such determination be made, the stay imposed herein shall become


1 permanent.

2
3 (INVESTIGATION AND ENFORCEMENT COSTS)

4 II.

5 Respondent PINEDA shall, within six (6) months from the effective date of this
6 Decision and Order, pay the sum of \$2,160.05 with joint and several liability with Respondents
7 LA'S BEST PROPERTY MANAGEMENT, INC. and VANESSA PINEDA for the
8 Commissioner's reasonable cost for investigation and enforcement which led to this disciplinary
9 action. Said payment shall be in the form of a cashier's check made payable to the Bureau of
10 Real Estate. The investigative and enforcement costs must be delivered to the Bureau of Real
11 Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013, within six (6) months
12 from the effective date of this Decision and Order. If the costs of investigation and enforcement
13 are not paid within six (6) months from the effective date of this Decision and Order, the license
14 and license rights of Respondent PINEDA shall automatically be suspended until full payment is
15 made.

16
17 DATED: 06/21/2018

18 
DIANE LEE, Counsel for
Bureau of Real Estate

19 * * *

20 EXECUTION OF THE STIPULATION

21 I, VANESSA PINEDA, have read the Stipulation and discussed it with my
22 attorney, Mary Work, Esq. Its terms are understood by me, and are agreeable and acceptable to
23 me. I understand that I am waiving rights given to me by the California APA (including, but not
24 limited to, California Government Code sections 11506, 11508, 11509, and 11513), and I
25 willingly, intelligently, and voluntarily waive those rights, including, but not limited to, the right
26 of requiring the Commissioner to prove the allegations in the Accusation at a hearing at which I
27

1 would have the right to cross-examine witnesses against me, and to present evidence in defense
2 and mitigation of the charges.

3
4 MAILING AND FACSIMILE

5 Respondent PINEDA (1) shall mail the original signed signature page of this
6 Stipulation herein to Bureau of Real Estate, Attention: Legal Section – Diane Lee, 320 West
7 Fourth Street, Suite 350, Los Angeles, California 90013-1105. Respondent PINEDA shall also
8 (2) facsimile a copy of signed signature page, to the Bureau of Real Estate at the following
9 telephone/fax number: (213) 576-6917, Attention: Diane Lee.

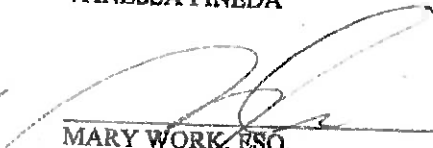
10 A facsimile constitutes acceptance and approval of the terms and conditions of
11 this Stipulation. Respondent PINEDA agrees, acknowledges, and understands that by
12 electronically sending to the Bureau of Real Estate a facsimile copy of the actual signature of
13 Respondent PINEDA as it appear on the Stipulation that receipt of the facsimile copy by the
14 Bureau of Real Estate shall be as binding on Respondent PINEDA as if the Bureau of Real Estate
15 had received the original signed Stipulation.

16
17 DATED: 6/21/18



VANESSA PINEDA

18
19
20 DATED: 6/21/2018



MARY WORK, ESQ.
Attorney for Respondents LA'S BEST PROPERTY
MANAGEMENT, INC. and VANESSA PINEDA

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1 The foregoing Stipulation and Agreement is hereby adopted as my Decision as to
2 Respondent VANESSA PINEDA, and shall become effective at 12 o'clock noon on
3 8/13/18, 2018.

4 IT IS SO ORDERED July 18, 2018.

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6 DANIEL J. SANDRI
7 ACTING REAL ESTATE COMMISSIONER

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9 Daniel J. Sandri
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