

1 Department of Real Estate
2 320 W. 4th Street, Suite 350
3 Los Angeles, CA 90013-1105
4 Telephone: (213) 576-6982

FILED

JUL 11 2019

DEPT. OF REAL ESTATE

By *[Signature]*

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9 **BEFORE THE DEPARTMENT OF REAL ESTATE**

10 **STATE OF CALIFORNIA**

11 * * *

12 In the Matter of the Accusation of)

13 ANTHONY RAYMOND HERNANDEZ, doing)
14 business as Roman Realty Services,)

15 Respondent.)

No. H-41191 LA
OAH No. 2018120323

STIPULATION AND AGREEMENT

16
17 It is hereby stipulated by and between Respondent ANTHONY RAYMOND
18 HERNANDEZ, doing business as Roman Realty Services, (sometimes referred to as
19 "Respondent"), and the Complainant, acting by and through Judith B. Vasan, Counsel for the
20 Department of Real Estate, as follows for the purpose of settling and disposing of the Accusation
21 ("Accusation") filed on October 23, 2018, in this matter:

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

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

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1 the Discovery Provisions of the APA and the Accusation filed by the Department of Real Estate
2 ("Department") in this proceeding.

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

11 4. This Stipulation is based on the factual allegations contained in the
12 Accusation. In the interest of expedience and economy Respondent chooses not to contest these
13 allegations but to remain silent and understands 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 evidence to
16 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 not any other proceeding or case
19 in which the Department, or another licensing agency of this state, another state, or the federal
20 government is involved, and otherwise shall not be admissible in any criminal or civil
21 proceeding.

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

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1 made herein.

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

6 8. Respondent understands that by agreeing to this Stipulation, Respondent
7 agrees to pay, pursuant to Business and Professions Code ("Code") Section 10148, the costs of
8 the audit which led to this disciplinary action. The amount of said costs is \$8497.63.

9 DETERMINATION OF ISSUES

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

12 The conduct, acts or omissions of Respondent ANTHONY RAYMOND
13 HERNANDEZ, as set forth in the Accusation, are in violation of Code sections 10145 (trust fund
14 handling), 10148 (failure to retain records), and 10159.5 (use of unauthorized fictitious business
15 name) and Sections 2831, 2831.1, 2831.2, 2832, 2832.1 (trust fund handling), 2731 (use of
16 unauthorized fictitious business name, and 2725 (broker supervision), of Title 10, Chapter 6 of
17 the California Code of Regulations and are a basis for discipline of Respondent ANTHONY
18 RAYMOND HERNANDEZ's licenses and license rights pursuant to Code sections 10177(d),
19 10177(g), and/or 10177(h).

20 ORDER

21 WHEREFORE, THE FOLLOWING ORDER is hereby made:

22 I.

23 All licenses and licensed rights of Respondent ANTHONY RAYMOND
24 HERNANDEZ under the Real Estate Law are suspended for a period of sixty (60) days from the
25 effective date of this Decision;

26 A. Provided, however, that the initial thirty (30) days of said suspension shall be
27 stayed for two years upon the following terms and conditions:

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1 1. Respondent ANTHONY RAYMOND HERNANDEZ shall pay a monetary
2 penalty pursuant to Code section 10175.2 at the rate of \$50.00 per day for each of the thirty (30)
3 days of suspension for a total monetary penalty of \$1,500.00.

4 2. Said payment shall be in the form of a cashier's check made payable to the
5 Department of Real Estate. Said check must be delivered to the Department of Real Estate, Flag
6 Section, P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective date of this
7 Decision and Order.

8 3. No further cause for disciplinary action against the real estate license of
9 Respondent ANTHONY RAYMOND HERNANDEZ occurs within two (2) years from the
10 effective date of the Decision in this matter.

11 4. If Respondent ANTHONY RAYMOND HERNANDEZ fails to pay the
12 monetary penalty in accordance with the terms and conditions of the Decision, the suspension
13 shall go into effect automatically with regard to said Respondent. Respondent shall not be
14 entitled to any repayment nor credit, prorated or otherwise, for money paid to the Department
15 under the terms of this Decision and Order.

16 5. If Respondent pays the monetary penalty and if no further cause for
17 disciplinary action against the real estate license of Respondent occurs within two (2) years from
18 the effective date of the Decision, the stay hereby granted shall become permanent.

19 B. The remaining thirty (30) days of the sixty (60) day suspension shall be stayed
20 for two (2) years upon the following terms and conditions:

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

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

1 suspension. Should no such determination be made under this section, the stay imposed herein
2 shall become permanent.

3 II.

4 Pursuant to Code section 10148, Respondent ANTHONY RAYMOND

5 HERNANDEZ shall pay the Commissioner's reasonable costs for the audit which led to this
6 disciplinary action in the amount of \$8,497.63. **Respondent shall pay such costs within sixty**
7 **(60) days of receiving an invoice therefore from the Commissioner.** Payment of the audit
8 costs should not be made until Respondent receives the invoice. If Respondent fails to satisfy this
9 condition in a timely manner as provided for herein, Respondent's real estate license shall
10 automatically be suspended until payment is made in full, or until a decision providing otherwise
11 is adopted following a hearing held pursuant to this condition.

12 Pursuant to Code section 10148 of the Code, Respondent shall pay the

13 Commissioner's reasonable costs, not to exceed \$10,622.04, for a subsequent audit to determine
14 if Respondent has corrected the violations found in the Determination of Issues. In calculating
15 the amount of the Commissioner's reasonable costs, the Commissioner may use the estimated
16 average hourly salary for all persons performing audits of real estate brokers, and shall include
17 an allocation for travel time to and from the auditor's place of work. **Respondent shall pay such**
18 **costs within sixty (60) days of receiving an invoice therefor from the Commissioner.**

19 Payment of the audit costs should not be made until Respondent receives the invoice. If
20 Respondent fails to satisfy this condition in a timely manner as provided for herein,
21 Respondent's real estate license shall automatically be suspended until payment is made in full,
22 or until a decision, providing otherwise, is adopted following a hearing held pursuant to this
23 condition.

24 III.


25 All licenses and licensing rights of Respondent are indefinitely suspended unless

26 or until Respondent pays the sum of \$2,121.70 for the Commissioner's reasonable costs of the
27 investigation and enforcement, which led to this disciplinary action. Said payment shall be in

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1 the form of a cashier's check made payable to the Department of Real Estate. The payment for
2 the investigative and enforcement costs must be delivered to the Department of Real
3 Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective
4 date of this Decision and Order.

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7 DATED: 5-29-2019


8 Judith B. Vasan, Counsel for
9 Department of Real Estate

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11 EXECUTION OF THE STIPULATION

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

19 Respondent shall mail the original signed signature page of the stipulation herein
20 to Judith B. Vasan, Attention: Legal Section, Department of Real Estate, 320 W. Fourth St.,
21 Suite 350, Los Angeles, California 90013-1105.

22 In the event of time constraints before an administrative hearing, Respondent can
23 signify acceptance and approval of the terms and conditions of this Stipulation and Agreement
24 by emailing a scanned copy of the signature page, as actually signed by Respondent, to the
25 Department counsel assigned to this case. Respondent agrees, acknowledges and understands
26 that by electronically sending the Department a scan of Respondent's actual signature as it
27 appears on the Stipulation and Agreement that receipt of the scan by the Department shall be
binding on Respondent as if the Department had received the original signed Stipulation.

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1 Respondent shall also mail the original signed signature page of this Stipulation to the
2 Department counsel.

3 Respondent's signature below constitutes acceptance and approval of the terms
4 and conditions of this Stipulation. Respondent agrees, acknowledges and understands that by
5 signing this Stipulation, Respondent is bound by its terms as of the date of such signatures and
6 that this agreement is not subject to rescission or amendment at a later date except by a separate
7 Decision and Order of the Real Estate Commissioner.

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9 DATED: 5/28/2019


ANTHONY RAYMOND HERNANDEZ
Respondent

11 * * *

12 The foregoing Stipulation and Agreement is hereby adopted as my Decision as to
13 Respondent ANTHONY RAYMOND HERNANDEZ and shall become effective at 12 o'clock
14 noon on **JUL 31 2019**

15 IT IS SO ORDERED June 21, 2019.

17 DANIEL J. SANDRI
18 ACTING REAL ESTATE COMMISSIONER

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