

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

**FILED**

MAR 18 2021

DEPT. OF REAL ESTATE

By 

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

\*\*\*

In the Matter of the Accusation of	)	No. H-41224 LA
	)	
<b><u>FORWARD MANAGEMENT LONG</u></b>	)	<b><u>STIPULATION</u></b>
<b><u>BEACH, INC.;</u></b>	)	<b><u>AND</u></b>
	)	<b><u>AGREEMENT</u></b>
JUDY NORMAN SHARP,	)	
individually and as designated officer of	)	
Forward Management Long Beach, Inc.;	)	
	)	
CHRISTOPHER JON ARRIETA; and	)	
	)	
ROBERT TORRES MARTIRES,	)	
	)	
Respondents.	)	

19 It is hereby stipulated by and between Respondent FORWARD MANAGEMENT  
20 LONG BEACH, INC. ("FMLBI"), represented by Antoinette Marie Marino, Esq./ Manning &  
21 Kass, Ellrod, Ramirez, Trester LLP and the Complainant, acting by and through Julie L. To,  
22 Counsel for the Department of Real Estate ("Department" or "DRE"), as follows for the purpose  
23 of settling and disposing of the Accusation of **FORWARD MANAGEMENT LONG BEACH,**  
24 **INC.;** JUDY NORMAN SHARP; CHRISTOPHER JON ARRIETA; and ROBERT TORRES  
25 MARTIRES ("Accusation") filed on November 29, 2018, in Case No. H-41224 LA, in this

1 matter.

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

7 2. Respondent has received, read and understands the Statement to Respondent,  
8 the Discovery Provisions of the APA and the Accusation filed by the Department of Real Estate  
9 ("Department") in this proceeding.

10 3. On December 19, 2018, Respondent timely filed its Notice of Defense  
11 pursuant to Section 11506 of the Government Code for the purpose of requesting a hearing on  
12 the allegations in the Accusation. Respondent hereby freely and voluntarily withdraws said  
13 Notice of Defense. Respondent acknowledges that it understands that by withdrawing said  
14 Notice of Defense it thereby waives its right to require the Commissioner to prove the allegations  
15 in the Accusation at a contested hearing held in accordance with the provisions of the APA and  
16 that it will waive other rights afforded to them in connection with the hearing such as the right to  
17 present evidence in their defense and the right to cross-examine witnesses.

18 4. This Stipulation is based on the factual allegations contained in the Accusation.  
19 In the interest of expedience and economy, Respondent chooses not to contest these allegations,  
20 but to remain silent, and understands that, as a result thereof, these factual allegations, without  
21 being admitted or denied, will serve as a prima facie basis for the disciplinary action stipulated to  
22 herein. The Real Estate Commissioner shall not be required to provide further evidence to prove  
23 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 Department or another licensing agency of this state, another state, or if the federal  
4 government is involved, and otherwise shall not be admissible in any other criminal or civil  
5 proceeding.

6           6. It is understood by the parties that the Real Estate Commissioner may adopt  
7 this Stipulation as the Commissioner's Decision in this matter, thereby imposing the penalty and  
8 sanctions on Respondent's real estate licenses and license rights as set forth in below "Order." In  
9 the event that the Commissioner in his discretion does not adopt the Stipulation and Agreement,  
10 the Stipulation shall be void and of no effect and Respondent shall retain the right to a hearing  
11 and proceeding on the Accusation under the provisions of the APA and shall not be bound by any  
12 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 Department of Real Estate with respect to any matters  
16 which were not specifically alleged to be causes for Accusation in this proceeding but do  
17 constitute a bar, estoppel and merger as to any allegations actually contained in the Accusations  
18 against Respondent herein.

19           8. Respondent understands that by agreeing to this Stipulation, Respondent agrees  
20 to pay the cost of the audits which resulted in the determination that Respondents committed the  
21 violations found in the Determination of Issues, pursuant to Business and Professions Code  
22 ("Code") Section 10148. The total amount of said costs for the original audits is \$10,165.06,  
23 comprised of the costs for audit LA170061 in the amount of \$5,351.16 and the costs for audit  
24 LA170094 in the amount of \$4,813.90. Respondent agrees to pay \$10,165.06, pursuant to Code  
25 Section 10148, for the cost of Audit Nos. LA170061 and LA170094.

1                   9. Respondent has received, read, and understands the "Notice Concerning Costs  
2 of Subsequent Audit." Respondent further understands that by agreeing to this Stipulation, the  
3 findings set forth below in the Determination of Issues become final, and the Commissioner may  
4 charge Respondent for the cost of any subsequent audits conducted pursuant to Code Section  
5 10148 to determine if the violations have been corrected. The maximum cost of the follow-up  
6 audits will not exceed one-hundred twenty-five percent (125%) of the cost of the original audits.  
7 In the instant case: the cost of the original audit LA170061 is \$5,351.16, and the maximum cost  
8 of the follow-up audit ( $\$5,351.16 \times 125\%$ ) will not exceed \$6,688.95, and the cost of the original  
9 audit LA170094 is \$4,813.90, and the maximum cost of the follow-up audit ( $\$4,813.90 \times 125\%$ )  
10 will not exceed \$6,017.38. Therefore, Respondent may be charged a maximum of \$12,706.33 in  
11 the event of subsequent audits.

12                   10. Respondent understands that by agreeing to this Stipulation, Respondent  
13 agrees to pay the Commissioner's cost of the investigation and enforcement which resulted in the  
14 determination that Respondents committed the violations found in the Determination of Issues,  
15 pursuant to Code Section 10106. The amount of said investigation and enforcement costs is  
16 \$4,787.90, comprised of \$2,518.40 in investigation costs and \$2,269.50 in enforcement costs;  
17 therefore, Respondent agrees to pay, pursuant to Code Section 10106, the amount \$4,787.90.

#### 18                   DETERMINATION OF ISSUES

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

22                   The conduct, acts or omissions of Respondent as described in Paragraph 4, herein  
23 above, are in violation of: Code Section 10086(a) (for violation of the exemption in Financial  
24 Code Section 17006(a)(4)(b)); Code Section 10145 and Regulations 2831, 2950(d) and 2951;  
25 Code Section 10145 and Regulations 2831.1, 2950(d) and 2951; Code Section 10145 and  
26

1 Regulations 2834 and 2951; Code Sections 10145 and 10176(e) and Regulations 2835 and 2951;  
2 Code Sections 10145 and 10176(g) and Regulation 2830; Code Section 10162; Code Section  
3 10159.5 and Regulation 2731; Code Section 10145 and Regulation 2831; Code Section 10145(a)  
4 and Regulation 2832; Code Section 10177(d); and 10177(g), and are bases for the suspension or  
5 revocation of the license and license rights of Respondent FMLBI as violations of the Real Estate  
6 Law.

7 ORDER

8 WHEREFORE, THE FOLLOWING ORDER is hereby made:

9 I.

10 All licenses and licensing rights of Respondent FORWARD MANAGEMENT  
11 LONG BEACH, INC. under the Real Estate Law are suspended for a period of sixty (60) days  
12 from the effective date of this Decision and Order; provided, however, that:

13 1. All sixty (60) days of said suspension shall be stayed for two (2) years upon the  
14 following terms and conditions:

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

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

1                   2. All licenses and licensing rights of Respondent are indefinitely suspended  
2 unless or until Respondent pays the sum of \$4,787.90 for the Commissioner's reasonable cost of  
3 the investigation and enforcement which led to this disciplinary action. Said payment shall be in  
4 the form of a cashier's check or certified check made payable to the Department of Real Estate.  
5 The investigation and enforcement costs must be delivered to the Department of Real Estate,  
6 Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective date of this  
7 Decision and Order.

8                   3. Pursuant to Section 10148 of the Code, Respondent shall pay the sum of  
9 \$10,165.06 for the Commissioner's cost of the audits (LA170061 and LA170094) which led to  
10 this disciplinary action. Respondent shall pay such cost within sixty (60) days of receiving an  
11 invoice therefore from the Commissioner. Payment of audit costs should not be made until  
12 Respondent receives the invoice. If Respondent fails to satisfy this condition in a timely manner  
13 as provided for herein, Respondent's real estate license shall automatically be suspended until  
14 payment is made in full, or until a decision providing otherwise is adopted following a hearing  
15 held pursuant to this condition.

16                   4. Pursuant to Section 10148 of the Code, Respondent shall pay the  
17 Commissioner's reasonable cost, not to exceed \$12,706.33 [or, 125% of the original audit costs],  
18 for subsequent audits to determine if Respondent has corrected the violations found in the  
19 Determination of Issues. In calculating the amount of the Commissioner's reasonable cost, the  
20 Commissioner may use the estimated average hourly salary for all persons performing audits of  
21 real estate brokers, and shall include an allocation for travel time to and from the auditor's place  
22 of work. Respondent shall pay such cost within sixty (60) days of receiving an invoice therefore  
23 from the Commissioner. Payment of the audit costs should not be made until Respondent  
24 receives the invoice. If Respondent fails to satisfy this condition in a timely manner as provided  
25 for herein, Respondent's real estate license shall automatically be suspended until payment is  
26

1 made in full, or until a decision providing otherwise is adopted following a hearing held pursuant  
2 to this condition.

3  
4 DATED: 12-30-20



5 Julie L. To, Counsel for  
6 Department of Real Estate

7 \* \* \*

8 EXECUTION OF THE STIPULATION

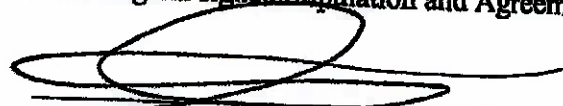
9 We have read the Stipulation and Agreement. Its terms are understood by us and  
10 are agreeable and acceptable to us. We understand that we are waiving rights given to us by the  
11 California Administrative Procedure Act (including but not limited to Sections 11506, 11508,  
12 11509 and 11513 of the Government Code), and we willingly, intelligently and voluntarily waive  
13 those rights, including the right of requiring the Commissioner to prove the allegations in the  
14 Accusation at a hearing at which we would have the right to cross-examine witnesses against us  
15 and to present evidence in defense and mitigation of the charges.

16 MAILING AND FACSIMILE

17 Respondent can signify acceptance and approval of the terms and conditions of  
18 this Stipulation and Agreement by sending a hard copy of the original signed signature page of  
19 the Stipulation herein to Julie L. To, Legal Section, Department of Real Estate, 320 W. Fourth  
20 St., Suite 350, Los Angeles, California 90013-1105. In the event of time constraints before an  
21 administrative hearing, Respondent can signify acceptance and approval of the terms and  
22 conditions of this Stipulation and Agreement by e-mailing a scanned copy of the signature page,  
23 as actually signed by Respondent, to the Department counsel assigned to this case. Respondent  
24 agrees, acknowledges, and understands that by electronically sending to the Department a scan of  
25 Respondent's [or Respondent's authorized representative's] actual signature as it appears on the  
26 Stipulation and Agreement, that receipt of the scan by the Department shall be binding on

1 Respondent as if the Department had received the original signed Stipulation and Agreement.

2  
3 DATED: 12/28/2020



4 FORWARD MANAGEMENT LONG BEACH,  
5 INC.

By: Nick Resendez, Designated Officer

6 *I have reviewed the Stipulation and Agreement as to form and have advised my*  
7 *client accordingly.*

8  
9 12-28-20  
Dated



10 Antoinette Marie Marino, Esq.  
11 Attorney for Respondent FORWARD  
12 MANAGEMENT LONG BEACH, INC.

13 \* \* \*

14 The foregoing Stipulation and Agreement is hereby adopted as my Decision as to  
15 Respondent FORWARD MANAGEMENT LONG BEACH, INC, and shall become effective at  
16 12 o'clock noon on APR 19 2021, 2020.

17 IT IS SO ORDERED 2-10-21, 2020.

18 REAL ESTATE COMMISSIONER

19  
20  
21   
22 DOUGLAS R. McCAULEY



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

**FILED**

MAR 18 2021

DEPT. OF REAL ESTATE

By *Zhi Jia*

7  
8 BEFORE THE DEPARTMENT OF REAL ESTATE

9 STATE OF CALIFORNIA

10 \* \* \*

11 In the Matter of the Accusation of ) No. H-41224 LA  
12 )  
13 FORWARD MANAGEMENT LONG ) STIPULATION  
14 BEACH, INC.; ) AND  
15 ) AGREEMENT  
16 )  
17 JUDY NORMAN SHARP, )  
18 individually and as designated officer of )  
19 Forward Management Long Beach, Inc.; )  
20 )  
21 CHRISTOPHER JON ARRIETA; and )  
22 )  
23 ROBERT TORRES MARTIRES, )  
24 )  
25 Respondents. )

19 It is hereby stipulated by and between Respondent JUDY NORMAN SHARP  
20 (“SHARP”), represented by Antoinette Marie Marino, Esq./ Manning & Kass, Ellrod, Ramirez,  
21 Trester LLP and the Complainant, acting by and through Julie L. To, Counsel for the Department  
22 of Real Estate (“Department” or “DRE”), as follows for the purpose of settling and disposing of  
23 the Accusation of FORWARD MANAGEMENT LONG BEACH, INC.; JUDY NORMAN  
24 SHARP; CHRISTOPHER JON ARRIETA; and ROBERT TORRES MARTIRES  
25 (“Accusation”) filed on November 29, 2018, in Case No. H-41224 LA, in this matter.  
26  
27

DRE Stipulation & Agreement – JUDY NORMAN SHARP

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

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

9                   3. On December 19, 2018, Respondent timely filed her Notice of Defense  
10 pursuant to Section 11506 of the Government Code for the purpose of requesting a hearing on  
11 the allegations in the Accusation. Respondent hereby freely and voluntarily withdraws said  
12 Notice of Defense. Respondent acknowledges that she understands that by withdrawing said  
13 Notice of Defense she thereby waives her right to require the Commissioner to prove the  
14 allegations in the Accusation at a contested hearing held in accordance with the provisions of the  
15 APA and that she will waive other rights afforded to her in connection with the hearing such as  
16 the right to present evidence in her defense and the right to cross-examine witnesses.

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

23                   5. This Stipulation is made for the purpose of reaching an agreed disposition of  
24 this proceeding and is expressly limited to this proceeding and any other proceeding or case in  
25 which the Department or another licensing agency of this state, another state, or if the federal  
26

1 government is involved, and otherwise shall not be admissible in any other criminal or civil  
2 proceeding.

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

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

16   DETERMINATION OF ISSUES

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

20              The conduct, acts or omissions of Respondent as described in Paragraph 4, herein  
21 above, are in violation of: Code Section 10159.2 and 10177(h) and Regulation 2725 and are  
22 bases for the suspension or revocation of the license and license rights of Respondent SHARP as  
23 violations of the Real Estate Law.

24 ///

25 ///

26  
27 DRE Stipulation & Agreement -- JUDY NORMAN SHARP

1 ORDER

2 WHEREFORE, THE FOLLOWING ORDER is hereby made:

3 I.

4 All licenses and licensing rights of Respondent JUDY NORMAN SHARP under  
5 the Real Estate Law are suspended for a period of sixty (60) days from the effective date of this  
6 Decision and Order; provided, however, that:

7 1. All sixty (60) days of said suspension shall be stayed for two (2) years upon the  
8 following terms and conditions:

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

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

19 2. Respondent shall, within nine (9) months from the effective date of this  
20 Decision, present evidence satisfactory to the Real Estate Commissioner that Respondent has,  
21 since the most recent issuance of an original or renewal real estate license, taken and successfully  
22 completed the continuing education requirements of Article 2.5 of Chapter 3 of the Real Estate  
23 Law for renewal of a real estate license. If Respondent fails to satisfy this condition, the  
24 Respondent's real estate license shall automatically be suspended until Respondent presents  
25 evidence satisfactory to the Commissioner of having taken and successfully completed the  
26

27 DRE Stipulation & Agreement – JUDY NORMAN SHARP

1 continuing education requirements. Proof of completion of the continuing education courses  
2 must be delivered to the Department of Real Estate, Flag Section at P.O. Box 137013,  
3 Sacramento, CA 95813-7013.

4 4. Respondent shall not be permitted to be the designated officer of record for  
5 any real estate corporation licensed by the Department of Real Estate.

6  
7 DATED: 12-30-20

  
8 Julie L. To, Counsel for  
9 Department of Real Estate

10 \* \* \*

11 EXECUTION OF THE STIPULATION

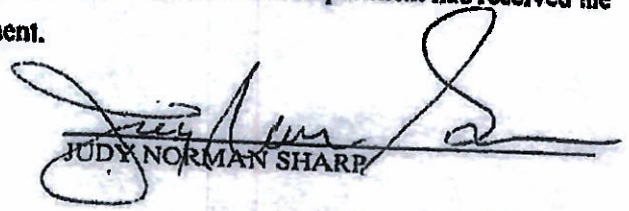
12 We have read the Stipulation and Agreement. Its terms are understood by us and  
13 are agreeable and acceptable to us. We understand that we are waiving rights given to us by the  
14 California Administrative Procedure Act (including but not limited to Sections 11506, 11508,  
15 11509 and 11513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

19 MAILING AND FACSIMILE

20 Respondent can signify acceptance and approval of the terms and conditions of  
21 this Stipulation and Agreement by sending a hard copy of the original signed signature page of  
22 the Stipulation herein to Julie L. To, Legal Section, Department of Real Estate, 320 W. Fourth  
23 St., Suite 350, Los Angeles, California 90013-1105. In the event of time constraints before an  
24 administrative hearing, Respondent can signify acceptance and approval of the terms and  
25 conditions of this Stipulation and Agreement by e-mailing a scanned copy of the signature page,  
26 as actually signed by Respondent, to the Department counsel assigned to this case. Respondent  
27

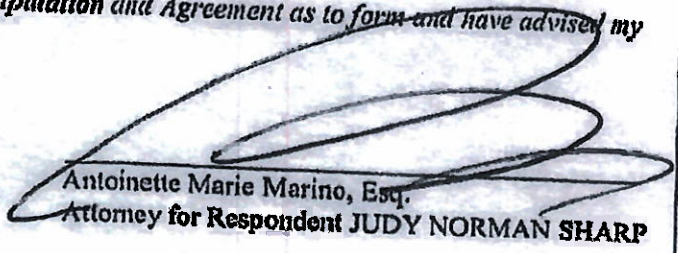
1 agrees, acknowledges, and understands that by electronically sending to the Department a scan of  
2 Respondent's actual signature as it appears on the Stipulation and Agreement, that receipt of the  
3 scan by the Department shall be binding on Respondent as if the Department had received the  
4 original signed Stipulation and Agreement.

5  
6 DATED: 12/23/2020

  
JUDY NORMAN SHARP

7  
8 *I have reviewed the Stipulation and Agreement as to form and have advised my*  
9 *client accordingly.*

10 12-20-20  
11 Dated

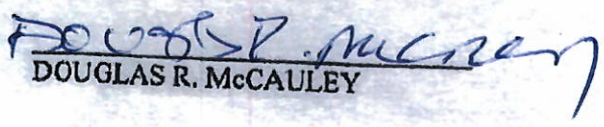
  
Antoinette Marie Marino, Esq.  
Attorney for Respondent JUDY NORMAN SHARP

12  
13  
14  
15 \*\*\*

16 The foregoing Stipulation and Agreement is hereby adopted as my Decision as to  
17 Respondent JUDY NORMAN SHARP, and shall become effective at 12 o'clock noon on  
18 APR 19 2021, 2020.

19 IT IS SO ORDERED 2.10.21, 2020.

20  
21 REAL ESTATE COMMISSIONER

22  
23   
24 DOUGLAS R. McCAULEY