

FILED

SEP 21 2022

DEPT. OF REAL ESTATE

By _____

BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of

No. H-42052 LA

WEST EDGE, INC., JOSE GOMEZ
UNIBE, individually and as designated
officer of West Edge, Inc., and
NORMA ANGELICA MARTINEZ,

**STIPULATION AND AGREEMENT
AS TO RESPONDENT NORMA
ANGELICA MARTINEZ ONLY**

Respondents.

It is hereby stipulated and agreed by and between Respondent NORMA ANGELICA MARTINEZ ("Respondent" or "MARTINEZ"), and her attorney of record, Frederick M. Ray, Esq., Ray & Bishop, and the Complainant, acting by and through Laurence Haveson, Counsel for the Department of Real Estate ("Department"), as follows for the purpose of settling and disposing of the Accusation filed on July 14, 2021 ("Accusation") in this matter:

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

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1 2. Respondent has received, read, and understands the Statement to Respondent, the
2 Discovery Provisions of the APA, and the Accusation filed by the Department of Real Estate in this
3 proceeding.

4 3. On July 26, 2021, Respondent filed a Notice of Defense pursuant to section 11506
5 of the Government Code for the purpose of requesting a hearing on the allegations in the
6 Accusation. Respondent hereby freely and voluntarily withdraws said Notice of Defense.
7 Respondent acknowledges that she understands that by withdrawing said Notice of Defense,
8 Respondent will thereby waive her right to require the Real Estate Commissioner
9 ("Commissioner") to prove the allegations in the Accusation at a contested hearing held in
10 accordance with the provisions of the APA and that Respondent will waive other rights afforded to
11 her in connection with the hearing such as the right to present evidence in defense of the allegations
12 in the Accusation and the right to cross-examine witnesses.

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

19 5. This Stipulation and Respondent's decision not to contest the Accusation are made
20 for the purpose of reaching an agreed disposition of this proceeding and are expressly limited to
21 this proceeding and any other proceeding or case brought by the Department, or another licensing
22 agency of this state, another state, or the federal government, and otherwise shall not be admissible
23 in any other criminal or civil proceedings.

24 6. It is understood by the parties that the Real Estate Commissioner may adopt the
25 Stipulation as his Decision in this matter, thereby imposing the penalty and sanctions on
26 Respondent's real estate license and license rights as set forth in the below Order. In the event that
27 the Commissioner in his discretion does not adopt the Stipulation, it shall be void and of no effect,

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1 and Respondent shall retain the right to a hearing and proceeding on the Accusation under all the
2 provisions of the APA and shall not be bound by any admission or waiver made herein.

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

7 8. Respondent MARTINEZ understands that by agreeing to this Stipulation,
8 Respondent MARTINEZ shall pay, severally or jointly with Respondents WEST EDGE, INC.
9 ("WEI"), and JOSE GOMEZ UNIBE ("UNIBE"), pursuant to Business and Professions Code
10 Section 10106, the cost of the investigation and enforcement of this matter. The amount of the
11 investigation costs is \$1,550.75 and the amount of the enforcement costs is \$2,505.60, for a sum
12 total of \$4,056.35. MARTINEZ understands that she is jointly and severally responsible for
13 payment of the sum total of \$4,056.35 along with Respondents WEI and UNIBE.

14 DETERMINATION OF ISSUES

15 By reason of the foregoing stipulations, admissions, and waivers, and solely for the purpose
16 of settlement of the pending Accusation without a hearing, it is stipulated and agreed that the
17 following Determination of Issues shall be made:

18 I.

19 The conduct, acts, and/or omissions of Respondent as described in the Accusation,
20 constitute cause for the suspension or revocation of all real estate licenses and license rights of
21 Respondent under California Business and Professions Code ("Code") sections 10176(a) and/or
22 10177(g).

23 ORDER

24 I.

25 Respondent MARTINEZ is publicly reprovved.

26 1. Respondent MARTINEZ shall pay \$5,000, as reimbursement towards construction
27 costs of a kitchenette in the separate structure on the residential property located at 1207 Josselyn
28 Avenue, #100, Chula Vista, California, with construction of the kitchenette sufficient to qualify the

1 structure for a permit as an Accessory Dwelling Unit with the City of Chula Vista, with such
2 payment to be made by MARTINEZ in the form of a cashier's check, payable to Randa Trapp, and
3 delivered to Randa Trapp on or before the effective date of this Decision and Order. By separate
4 agreement, Respondent WEI will also pay \$5,000 as reimbursement towards construction costs of
5 said kitchenette, such that the combined payments of Respondents MARTINEZ and WEI will
6 equal the sum total of \$10,000. If Respondent MARTINEZ fails to satisfy this condition in a timely
7 manner as provided for herein, Respondent MARTINEZ's real estate license shall automatically be
8 suspended until payment is made in full, or until a decision providing otherwise is adopted
9 following a hearing held pursuant to this condition.

10 2. Respondent MARTINEZ shall pay, severally or jointly with Respondents WEI and
11 UNIBE, the sum of \$4,056.35 for the Commissioner's reasonable cost of the investigation and
12 enforcement which led to this disciplinary action, **within one-hundred and eighty (180) days**
13 **from the effective date of this Decision and Order.** Said payment shall be in the form of a
14 cashier's check made payable to the Department of Real Estate. **The investigative and**
15 **enforcement costs must be delivered to the Department of Real Estate, Flag Section at P.O.**
16 **Box 137013, Sacramento, CA 95813-7013. Payment of investigation and enforcement costs**
17 **should not be made until the Stipulation has been approved by the Commissioner.** If
18 Respondent MARTINEZ fails to satisfy this condition in a timely manner as provided for herein,
19 Respondent MARTINEZ's real estate license shall automatically be suspended until payment is
20 made in full, or until a decision providing otherwise is adopted following a hearing held pursuant to
21 this condition.

22 3. Respondent MARTINEZ's signature below indicates full agreement to the terms of
23 this Stipulation and Agreement and to the terms set forth herein.

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25 DATED: 05/06/2022



26 Laurence D. Haveson
27 Counsel for Complainant

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Respondent can signify acceptance and approval of the terms and conditions of this Stipulation and Agreement by electronically e-mailing a copy of the signature pages, as actually signed by Respondent, to the Department. Respondent agrees, acknowledges, and understands that by electronically sending to the Department an electronic copy of Respondent's actual signature, as it appears on the Stipulation, that receipt of the emailed copy by the Department shall be as binding on Respondent as if the Department had received the original signed Stipulation. By signing this Stipulation, Respondent understands and agrees that Respondent may not withdraw her agreement or seek to rescind the Stipulation prior to the time the Commissioner considers and acts upon it or prior to the effective date of the Stipulation and Order.

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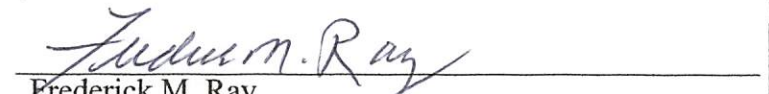
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1 Respondent's signature below constitutes acceptance and approval of the terms and
2 conditions of this Stipulation. Respondent agrees, acknowledges, and understands that by signing
3 this Stipulation Respondent is bound by its terms as of the date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

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7 DATED: 4/29/22


Respondent NORMA ANGELICA MARTINEZ

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10 DATED: 4/29/22


Frederick M. Ray
Ray & Bishop, Professional Law Corp.
Attorney for Respondent NORMA ANGELICA
MARTINEZ
Approved as to Form

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14 * * *

15 The foregoing Stipulation and Agreement in Settlement and Order is hereby adopted by me
16 as my Decision in this matter and shall become effective at 12 o'clock noon on

17 October 11, 2022.

18 IT IS SO ORDERED

9.12.22

, 2022.

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20 DOUGLAS R. McCAULEY
21 REAL ESTATE COMMISSIONER

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