

1 Department of Real Estate
320 W. 4th Street, Suite 350
2 Los Angeles, CA 90013-1105

3 Telephone: (213) 576-6982

FILED

DEC 14 2023

DEPT. OF REAL ESTATE

By 

8 **DEPARTMENT OF REAL ESTATE**

9 **STATE OF CALIFORNIA**

10 ***

11 In the Matter of the Accusation of

12 MARESSA MARIE MARTINEZ,

13 Respondent.

) DRE No. H-42191 LA
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STIPULATION AND AGREEMENT
IN SETTLEMENT AND ORDER

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15 It is hereby stipulated by and between Respondent MARESSA MARIE MARTINEZ
16 ("Respondent") and her attorney of record, Scott J. Harris, and the Complainant, acting by and
17 through Kevin H. Sun, Counsel for the Department of Real Estate, as follows for the purpose of
18 settling and disposing of the Accusation filed on June 13, 2022, in Case No. H-42191 LA:

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

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

27 3. On or about November 22, 2022, Respondent filed a Notice of Defense pursuant

1 to Section 11506 of the Government Code for the purpose of requesting a hearing on the allegations
2 in the Accusation in Case No. H-42191 LA. Respondent hereby freely and voluntarily withdraws
3 said Notice of Defense. Respondent acknowledges that she understand that by withdrawing said
4 Notice of Defense she will thereby waive her rights to require the Commissioner to prove the
5 allegations in the Accusation at a contested hearing held in accordance with the provisions of the
6 APA and that she will waive other rights afforded to them in connection with the hearing such as
7 the right to present evidence in defense of the allegations in the Accusation and the right to cross-
8 examine witnesses.

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

15 5. This Stipulation is made for the purpose of reaching an agreed disposition of this
16 proceeding and is expressly limited to this proceeding and any other proceeding or case in which
17 the Department or another licensing agency of this state, another state, or if the federal government
18 is involved, and otherwise shall not be admissible in any other criminal or civil proceeding.

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

26 7. The Order or any subsequent Order of the Real Estate Commissioner made
27 pursuant to this Stipulation shall not constitute an estoppel, merger or bar to any further

1 administrative or civil proceedings by the Department of Real Estate with respect to any matters
2 which were not specifically alleged to be causes for accusation in this proceeding.

3 DETERMINATION OF ISSUES

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

7 The conduct of Respondent, as described in the Accusation, are in violation of
8 California Business and Professions Code ("Code") 10177(g) (negligence) and are grounds for the
9 suspension or revocation of all of the real estate licenses and license rights of Respondent.

10 ORDER

11 WHEREFORE, THE FOLLOWING ORDER is hereby made:

12 All licenses and license rights of Respondent MARESSA MARIE MARTINEZ
13 under the Real Estate Law are suspended for a period of ninety (90) days from the effective date of
14 this Decision;

15 A. Provided, however, that the initial thirty (30) days of said suspension shall be
16 stayed for two (2) years upon the following terms and conditions:

17 1. Respondent shall pay a monetary penalty pursuant to Code section 10175.2
18 at the rate of \$100.00 per day for each of the thirty (30) days of suspension for a total monetary
19 penalty of \$3,000.00.

20 2. Said payment shall be in the form of a cashier's check made payable to the
21 Department of Real Estate. Said check must be delivered to the Department of Real Estate, Flag
22 Section, P.O. Box 137013, Sacramento, CA 95813-7013. **Half of the payment (\$1,500.00) is due**
23 **prior to the effective date of this Decision and Order; the remaining half of the payment is**
24 **due within 30 days of the effective date of this Decision and Order**

25 3. No further cause for disciplinary action against the real estate license of
26 Respondent occurs within two (2) years from the effective date of the Decision in this matter.

27 4. If Respondent fails to pay the monetary penalty in accordance with the

1 terms and conditions of the Decision, the suspension shall go into effect automatically with regard
2 to said Respondent. Respondent shall not be entitled to any repayment nor credit, prorated or
3 otherwise, for money paid to the Department under the terms of this Decision and Order.

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

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

12 B. The remaining sixty (60) days of the ninety (90) days suspension shall be stayed
13 for two (2) years upon the following terms and conditions:

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

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

21 C. All licenses and licensing rights of Respondent are indefinitely suspended unless
22 or until Respondent pay the sum of **\$4,553.40** (\$3,823.80 investigation cost and \$729.60 for
23 enforcement cost) for the Commissioner's reasonable costs of the investigation and enforcement
24 which led to this disciplinary action. Said payment shall be in the form of a cashier's check made
25 payable to the Department of Real Estate. **The payment for the investigative and enforcement**
26 **costs must be delivered to the Department of Real Estate, Flag Section at P.O. Box 137007,**
27 **Sacramento, CA 95813-7013. Half of the payment (\$2,276.70) is due prior to the effective date**

1 of this Decision and Order; the remaining half of the payment is due within 30 days of the
2 effective date of this Decision and Order. If Respondent fail to satisfy this condition, the
3 Commissioner shall order suspension of Respondent' licenses and license rights until the sum is
4 paid.

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6 DATED: 11/9/23


Kevin H. Sun, Counsel for
Department of Real Estate

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10 **EXECUTION OF THE STIPULATION**

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

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

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

1 mail the original signed signature page of this Stipulation to the Department counsel.

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

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8 DATED: 11.8.23

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11 DATED: 11/8/2023

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13 Counsel for Respondent
14 Approved as to Form

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16 The foregoing Stipulation and Agreement is hereby adopted as my Decision as to
17 Respondent MARESSA MARIE MARTINEZ in this matter and shall become effective at 12
18 o'clock noon on JAN 15 2024, 2023.

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20 IT IS SO ORDERED 12/4/23, 2023.

21 DOUGLAS R. McCAULEY
22 REAL ESTATE COMMISSIONER

23
24 for Doug McCauley