

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

3 Telephone: (213) 576-6982

FILED

MAY 30 2023

DEPT. OF REAL ESTATE



4
5
6
7
8 **DEPARTMENT OF REAL ESTATE**

9 **STATE OF CALIFORNIA**

10 ***

11 In the Matter of the Accusation of

DRE No. H-42223 LA

12 ADVANTAGE REAL ESTATE &
13 MANAGEMENT SERVICES INC, and
14 RONALD B LONDON, individually and as
designated officer of Advantage Real Estate
Management Services Inc,

**STIPULATION AND AGREEMENT
IN SETTLEMENT AND ORDER**

15 Respondents.

16
17 It is hereby stipulated by and between Respondents ADVANTAGE REAL ESTATE
18 & MANAGEMENT SERVICES INC and RONALD B LONDON (collectively "Respondents")
19 and their attorney of record, Joshua A. Rosenthal, and the Complainant, acting by and through
20 Kevin H. Sun, Counsel for the Department of Real Estate, as follows for the purpose of settling and
21 disposing of the Accusation filed on April 12, 2022, in this matter (Case No. H-42223 LA):

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

27 ///

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

4 3. On or about April 21, 2022, Respondents filed Notices of Defense pursuant to
5 Section 11506 of the Government Code for the purpose of requesting a hearing on the allegations in
6 the Accusation. Respondents hereby freely and voluntarily withdraw said Notices of Defense.
7 Respondents acknowledge that they understand that by withdrawing said Notices of Defense they
8 will thereby waive their rights to require the Commissioner to prove the allegations in the
9 Accusation at a contested hearing held in accordance with the provisions of the APA and that they
10 will waive other rights afforded to them in connection with the hearing such as the right to present
11 evidence in defense of the allegations in the Accusation and the right to cross-examine witnesses.

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

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

22 6. It is understood by the parties that the Real Estate Commissioner may adopt the
23 Stipulation as his Decision in this matter, thereby imposing the penalty and sanctions on
24 Respondents' real estate licenses 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 and Agreement, it shall be
26 void and of no effect, and Respondents shall retain the right to a hearing and proceeding on the
27 Accusation under all the provisions of the APA and shall not be bound by any admission or waiver

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 of Real Estate with respect to any matters
5 which were not specifically alleged to be causes for accusation in this proceeding.

6 **DETERMINATION OF ISSUES**

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

10 The conduct of Respondents, as described in the Accusation, are in violation of
11 California Business and Professions Code ("Code") 10145 and 10159.2 and Title 10, Chapter 6,
12 California Code of Regulations ("Regulations") Sections 2725, 2831, 2831.1, 2831.2, and 2832.1,
13 and are grounds for the suspension or revocation of all of the real estate license and license rights of
14 Respondents under the provision of Code Section 10177(d), (g), and (h) (as to LONDON).

15 **ORDER**

16 WHEREFORE, THE FOLLOWING ORDER is hereby made:

17 I.

18 (ADVANTAGE REAL ESTATE & MANAGEMENT SERVICES INC)

19 All licenses and license rights of Respondent ADVANTAGE REAL ESTATE &
20 MANAGEMENT SERVICES INC under the Real Estate Law are suspended for a period of sixty
21 (60) days from the effective date of this Decision;

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

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

27 2. Said payment shall be in the form of a cashier's check made payable to the

1 Department of Real Estate. Said check must be delivered to the Department of Real Estate, Flag
2 Section, P.O. Box 137013, Sacramento, CA 95813-7013, **prior to the effective date of this**

3 **Decision and Order.**

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

6 4. If Respondent fails to pay the monetary penalty in accordance with the
7 terms and conditions of the Decision, the suspension shall go into effect automatically with regard
8 to said Respondent. Respondent shall not be entitled to any repayment nor credit, prorated or
9 otherwise, for money paid to the Department under the terms of this Decision and Order.

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

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

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

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

22 II.

23 (RONALD B LONDON)

24 All licenses and license rights of Respondent RONALD B LONDON under the Real
25 Estate Law are suspended for a period of sixty (60) days from the effective date of this Decision;

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

1 1. Respondent shall pay a monetary penalty pursuant to Code section 10175.2
2 at the rate of \$50.00 per day for each of the thirty (30) days of suspension for a total monetary
3 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 occurs within two (2) years from the effective date of the Decision in this matter.

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

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

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

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

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

26 C. All licenses and licensing rights of Respondent are indefinitely suspended unless
27 or until Respondent provides proof satisfactory to the Commissioner, of having taken and

1 successfully completed the continuing education course on trust fund accounting and handling
2 specified in paragraph (3) of subdivision (a) of Section 10170.5 of the Business and Professions
3 Code. Proof of satisfaction of these requirements includes evidence that Respondent has
4 successfully completed the trust fund account and handling continuing education courses, no earlier
5 than 120 days prior to the effective date of the Decision and Order in this matter. Proof of
6 completion of the trust fund accounting and handling course must be delivered to the Bureau of
7 Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013 or by fax at 916-263-
8 8758, prior to the effective date of this Decision and Order.

9 D. Respondent RONALD B LONDON's Mortgage Loan Originator ("MLO")
10 endorsement is suspended for a period of thirty (30) days from the effective date of this Decision:

11 1. Provided, however, that the thirty (30) days of said suspension shall be
12 stayed for two (2) years upon the following terms and conditions:

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

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

22 III.

23 (ADVANTAGE REAL ESTATE & MANAGEMENT SERVICES INC and RONALD B
24 LONDON)

25 A. All licenses and licensing rights of Respondents are indefinitely suspended unless
26 or until Respondents pay the sum of \$5,463.95 for the Commissioner's reasonable costs of the
27 investigation and enforcement which led to this disciplinary action. Said payment shall be in the

1 form of a cashier's check made payable to the Department of Real Estate. **The payment for the**
2 **investigative and enforcement costs must be delivered to the Department of Real Estate, Flag**
3 **Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective date of this**
4 **Decision and Order.** If Respondents fail to satisfy this condition, the Commissioner shall order
5 suspension of Respondents' licenses and license rights until the sum is paid.

6 B. Pursuant to Code Sections 10148, Respondent shall pay the Commissioner's
7 reasonable costs for the audit which led to this disciplinary action in the amount of \$9,288.00.
8 Respondent shall pay such costs within sixty (60) days of receiving an invoice therefore from the
9 Commissioner. Payment of the audit costs should not be made until Respondent receives the
10 invoice. If Respondent fails to satisfy this condition in a timely manner as provided for herein,
11 Respondent's real estate licenses shall automatically be suspended until payment is made in full, or
12 until a decision providing otherwise is adopted following a hearing held pursuant to this condition.

13 C. Pursuant to Code section 10148 of the Code, Respondent shall pay the
14 Commissioner's reasonable costs, not to exceed \$11,610.00, for a subsequent audit to determine if
15 Respondent has corrected the violations found in the Determination of Issues. In calculating the
16 amount of the Commissioner's reasonable costs, the Commissioner may use the estimated average
17 hourly salary for all persons performing audits of real estate brokers, and shall include an allocation
18 for travel time to and from the auditor's place of work. Respondent shall pay such costs within
19 sixty (60) days of receiving an invoice therefor from the Commissioner. Payment of the audit costs
20 should not be made until Respondent receive the invoice. If Respondent fails to satisfy this
21 condition in a timely manner as provided for herein, Respondent's real estate licenses shall
22 automatically be suspended until payment is made in full, or until a decision, providing otherwise,
23 is adopted following a hearing held pursuant to this condition.

24 ///


25 ///

26 ///

27 ///

1
2 DATED:

2/9/2023


Kevin H. Sun, Counsel for
Department of Real Estate

3
4
5 * * *

6 **EXECUTION OF THE STIPULATION**

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

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

17 In the event of time constraints before an administrative hearing, Respondents can
18 signify acceptance and approval of the terms and conditions of this Stipulation and Agreement by
19 emailing a scanned copy of the signature page, as actually signed by Respondents, to the
20 Department counsel assigned to this case. Respondents agree, acknowledge and understand that by
21 electronically sending the Department a scan of Respondents' actual signature as it appears on the
22 Stipulation and Agreement that receipt of the scan by the Department shall be binding on
23 Respondents as if the Department had received the original signed Stipulation. Respondents shall
24 also mail the original signed signature page of this Stipulation to the Department counsel.

25 Respondents' signatures below constitute acceptance and approval of the terms and
26 conditions of this Stipulation. Respondents agree, acknowledge and understand that by signing this
27 Stipulation, Respondents are bound by its terms as of the date of such signatures and that this

1 agreement is not subject to rescission or amendment at a later date except by a separate Decision
2 and Order of the Real Estate Commissioner.

3
4 DATED: 2/8/2023 [REDACTED]
5 ADVANTAGE REAL ESTATE & MANAGEMENT
6 SERVICES INC
7 Respondent
8 By: Ronald B. London

9 DATED: 2/8/2023 [REDACTED]
10 RONALD B LONDON
11 Respondent

12 DATED: 2/8/23 [REDACTED]
13 Joshua A. Rosenthal, Esq.
14 Hargrave & Rosenthal
15 Counsel for Respondents
16 Approved as to Form

17 * * *

18 The foregoing Stipulation and Agreement is hereby adopted as my Decision as to
19 Respondents ADVANTAGE REAL ESTATE & MANAGEMENT SERVICES INC and
20 RONALD B LONDON in this matter and shall become effective at 12 o'clock noon on
21 **JUN 29 2023**, 2023.

22 IT IS SO ORDERED 5.24.23, 2023.

23 DOUGLAS R. McCAULEY
24 REAL ESTATE COMMISSIONER
25 [REDACTED]