

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

**FILED**

**MAY 31 2023**

**DEPT. OF REAL ESTATE**

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8 **BEFORE THE DEPARTMENT OF REAL ESTATE**

9 **STATE OF CALIFORNIA**

10 \* \* \*

11 In the Matter of the Accusation against ) No. H-42427 LA  
12 TORRES REALTY INC ) **STIPULATION**  
13 and ) **AND**  
14 BERNADINE ANITA TORRES, ) **AGREEMENT**  
15 as designated officer of Torres Realty, Inc, )  
16 )  
17 Respondents. )

18 It is hereby stipulated by and between Respondents TORRES REALTY INC  
19 (TRI) and BERNADINE ANITA TORRES (TORRES), both represented by Mary E. Work, Esq.,  
20 and the Complainant, acting by and through Julie L. To, Counsel for the Department of Real  
21 Estate ("Department" or "DRE"), as follows for the purpose of settling and disposing of the  
22 Accusation ("Accusation") filed on August 30, 2022, and amended on April 11, 2023, in Case  
23 No. H-42427 LA, in this matter.

24 1. All issues which were to be contested and all evidence which was to be  
25 presented by Complainant and Respondents at a formal hearing on the Accusation, which hearing

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1 was to be held in accordance with the provisions of the Administrative Procedure Act (“APA”),  
2 shall instead and in place thereof be submitted solely on the basis of the provisions of this  
3 Stipulation and Agreement (“Stipulation”).

4           2. Respondents have received, read and understand the Statement to Respondent,  
5 the Discovery Provisions of the APA and the Accusation filed by the Department of Real Estate  
6 (“Department”) in this proceeding.

7           3. On January 23, 2023, Respondents timely filed their respective Notices of  
8 Defense pursuant to Section 11506 of the Government Code for the purpose of requesting a  
9 hearing on the allegations in the Accusation. Respondents hereby freely and voluntarily  
10 withdraw said Notices of Defense. Respondents acknowledge that they understand that by  
11 withdrawing said Notices of Defense they thereby waive their right to require the Commissioner  
12 to prove the allegations in the Accusation at a contested hearing held in accordance with the  
13 provisions of the APA and that they will waive other rights afforded to them in connection with  
14 the hearing such as the right to present evidence in their defense and the right to cross-examine  
15 witnesses.

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

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DRE Stipulation & Agreement: Torres Realty Inc & Bernadine Anita Torres, H-42427 LA

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 Respondents' 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 Respondents 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 Respondents herein.

19                   8. Respondents understand that by agreeing to this Stipulation, Respondents agree  
20 to be jointly and severally liable for payment for the cost of the audit which resulted in the  
21 determination that Respondents committed the violations found in the Determination of Issues,  
22 pursuant to Business and Professions Code ("Code") Section 10148. The total amount of said  
23 costs for the audit examination (LA210023) is \$7,283.00. Respondents agree to pay, pursuant to  
24 Code Section 10148, the amount \$7,283.00 for the cost of Audit No. LA210023.

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1 9. Respondents have received, read, and understand the “Notice Concerning  
2 Costs of Subsequent Audit.” Respondents further understands that by agreeing to this  
3 Stipulation, the findings set forth below in the Determination of Issues become final, and the  
4 Commissioner may charge Respondents for the cost of any subsequent (follow-up) audit(s)  
5 conducted pursuant to Code Section 10148 to determine if the violations found in audit  
6 LA210023 have been corrected. The maximum cost of the follow-up audits will not exceed one-  
7 hundred twenty-five percent (125%) of the cost of the original audit; in the instant case, the total  
8 cost of the original audit is \$7,283.00, and the maximum cost of the follow-up audit (\$7,283.00 x  
9 125%) will not exceed \$9,103.75. Therefore, Respondents may be charged a maximum of  
10 \$9,103.75 in the event of a subsequent audit.

11 10. Respondents understand that by agreeing to this Stipulation, Respondents  
12 agree to be jointly and severally liable for payment of the Commissioner’s cost of the  
13 investigation and enforcement which resulted in the determination that Respondents committed  
14 the violations found in the Determination of Issues, pursuant to Code Section 10106. The  
15 amount of said investigation and enforcement costs is \$425.90; therefore, Respondents agree to  
16 pay, pursuant to Code Section 10106, the amount \$425.90.

#### 17 DETERMINATION OF ISSUES

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

21 The conduct, acts or omissions of Respondent TRI as described in Paragraph 4,  
22 herein above, are in violation of the Real Estate Law pursuant to Code Section 10145 and  
23 Regulations 2832.1, 2950(g), and 2951; Code Section 10145 and Regulations 2831, 2950(d) and  
24 2951; Code Section 10145 and Regulations 2831.1, 2950(d) and 2951; Code Section 10145 and  
25 Regulations 2831.2 and 2951; Code Section 10176 and Regulation 2830; Code Section 10086  
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1 and Financial Code Section 17006(a)(4); and Code Section 10159.5 and Regulation 2731, and  
2 are bases for the suspension or revocation of the license and license rights of Respondent TRI  
3 under the provisions of Code Section 10177(d).

4 The conduct, acts or omissions of Respondent TORRES as described in Paragraph  
5 4, herein above, are in violation of the Real Estate Law pursuant to Code Section 10159.2 and  
6 Regulation 2725, and are bases for the suspension or revocation of the license and license rights  
7 of Respondent TORRES under the provisions of Code Section 10177(h).

8 ORDER

9 WHEREFORE, THE FOLLOWING ORDER is hereby made:

10 I.

11 All licenses and licensing rights of Respondents TORRES REALTY INC and  
12 BERNADINE ANITA TORRES under the Real Estate Law are suspended for a period of sixty  
13 (60) days from the effective date of this Decision and Order; provided, however, that:

14 1. If Respondents request, the initial thirty (30) days of said sixty (60)-day  
15 suspension (or a portion thereof) shall be stayed for one (1) year upon condition that:

16 a). Each Respondent pays a monetary penalty pursuant to Section 10175.2  
17 of the Business and Professions Code at the rate of \$50.00 per day for each day of the suspension  
18 for a monetary penalty of \$1,500.00 each Respondent, or \$3,000.00 total.

19 b) Said payment(s) shall be in the form of a cashier's check or certified  
20 check made payable to the Recovery Account of the Department of Real Estate Fund. Said check  
21 must be delivered to the Department of Real Estate, Flag Section at P.O. Box 137013,  
22 Sacramento, CA 95813-7013, prior to the effective date of this Decision and Order.

23 c) No further cause for disciplinary action against the real estate licenses  
24 of Respondents occurs within one (1) year from the effective date of the Decision in this matter.

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1 d) If Respondents fail to pay the monetary penalty in accordance with the  
2 terms of the Decision, the Commissioner may, without a hearing, order the immediate execution  
3 of all or any part of the stayed suspension, in which event the Respondent that has failed to pay  
4 shall not be entitled to any repayment nor credit, prorated or otherwise, for money paid to the  
5 Department under the terms of this Decision.

6 e) If Respondents pay the monetary penalty and if no further cause for  
7 disciplinary action against the real estate licenses of Respondents occurs within one (1) year from  
8 the effective date of the Decision, the stay hereby granted shall become permanent.

9 2. The remaining thirty (30) days of the sixty (60)-day suspension shall be stayed  
10 for one (1) year upon the following terms and conditions:

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

14 b) That no final subsequent determination be made, after hearing or upon  
15 stipulation, that cause of disciplinary action occurred within one (1) year  
16 from the effective date of this Decision and Order. Should such a  
17 determination be made, the Commissioner may, in his discretion, vacate  
18 and set aside the stay order and reimpose all or a portion of the stayed  
19 suspension. Should no such determination be made, the stay imposed  
20 herein shall become permanent.

21 3. All licenses and licensing rights of Respondents are indefinitely suspended  
22 unless or until Respondents pay the sum of \$425.90 for the Commissioner's reasonable cost of  
23 the investigation and enforcement which led to this disciplinary action. Respondents' payment(s)  
24 shall be in the form of a cashier's check or certified check made payable to the Department of  
25 Real Estate. The investigation and enforcement costs must be delivered to the Department of  
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1 Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the  
2 effective date of this Decision and Order.

3 4. Pursuant to Section 10148 of the Code, Respondents shall pay the sum of  
4 \$7,283.00 for the Commissioner's cost of the audit (LA210023) which led to this disciplinary  
5 action. In calculating the amount of the Commissioner's reasonable cost, the Commissioner may  
6 use the estimated average hourly salary for all persons performing audits of real estate brokers,  
7 and shall include an allocation for travel time to and from the auditor's place of work.  
8 Respondents shall pay the Commissioner's cost of the audits within sixty (60) days of receiving  
9 an invoice therefore from the Commissioner. Payment of audit costs should not be made until  
10 Respondents receive the invoice, and Respondents' payment(s) must be delivered in accordance  
11 to the invoice instructions. Failure to satisfy this condition in a timely manner as provided for  
12 herein, shall result in the automatic suspension of Respondents' real estate licenses until payment  
13 of said audit costs is made in full, or until a decision providing otherwise is adopted following a  
14 hearing held pursuant to this condition.

15 5. Pursuant to Section 10148 of the Code, Respondents shall pay the  
16 Commissioner's reasonable cost, not to exceed \$9,103.75 [or, 125% of the original audit cost],  
17 for a subsequent audit to determine if Respondents have corrected the violations found in the  
18 Determination of Issues. In calculating the amount of the Commissioner's reasonable cost, the  
19 Commissioner may use the estimated average hourly salary for all persons performing audits of  
20 real estate brokers, and shall include an allocation for travel time to and from the auditor's place  
21 of work. Respondents shall pay such cost within sixty (60) days of receiving an invoice therefore  
22 from the Commissioner. Payment of the audit costs [for a subsequent audit] should not be made  
23 until Respondents receive the invoice. If Respondents fail to satisfy this condition in a timely  
24 manner as provided for herein, Respondents' real estate licenses shall automatically be

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

3           6. All licenses and licensing rights of Respondent TORRES are indefinitely  
4 suspended unless or until Respondent TORRES provides proof satisfactory to the  
5 Commissioner of having taken and successfully completed the continuing education course on  
6 trust fund accounting and handling specified in paragraph (3) of subdivision (a) of Section  
7 10170.5 of the Business and Professions Code. Proof of satisfaction of these requirements  
8 includes evidence that Respondent has successfully completed the trust fund accounting courses,  
9 no earlier than one hundred and twenty (120) days prior to the effective date of the Decision and  
10 Order in this matter. Proof of completion of the trust fund accounting and handling courses  
11 must be delivered to the Department of Real Estate, Flag Section, at P.O. Box 137013,  
12 Sacramento, CA 95813-7013, prior to the effective date of this Decision and Order.

13           7. Respondent TORRES shall, within six (6) months from the effective date of  
14 this Decision and Order, take and pass the Professional Responsibility Examination  
15 administered by the Department, including the payment of the appropriate examination fee. If  
16 Respondent TORRES fails to satisfy this condition, Respondent TORRES' real estate license  
17 shall automatically be suspended until Respondent TORRES passes the examination.

18           8. Respondent TORRES shall, within nine (9) months from the effective date of  
19 this Decision and Order, present evidence satisfactory to the Commissioner that Respondent  
20 TORRES has, since the most recent issuance of an original or renewal real estate license, taken  
21 and successfully completed the continuing education requirements of Article 2.5 of Chapter 3 of  
22 the Real Estate Law for renewal of a real estate license. If Respondent TORRES fails to satisfy  
23 this condition, Respondent TORRES' real estate license shall automatically be suspended until  
24 Respondent TORRES presents evidence satisfactory to the Commissioner of having taken and  
25 successfully completed the continuing education requirements. Proof of completion of the  
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1 continuing education courses must be delivered to the Department of Real Estate, Flag Section at  
2 P.O. Box 137013, Sacramento, CA 95813-7013.

3  
4 DATED: 4-17-23



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

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8 II.

9 EXECUTION OF THE STIPULATION

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

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1 III.

2 MAILING AND FACSIMILE

3 Respondents can signify acceptance and approval of the terms and conditions of  
4 this Stipulation and Agreement by sending a hard copy of the original signed signature page of  
5 the Stipulation herein to Julie L. To, Legal Section, Department of Real Estate, 320 W. Fourth  
6 St., Suite 350, Los Angeles, California 90013-1105. In the event of time constraints before an  
7 administrative hearing, Respondents can signify acceptance and approval of the terms and  
8 conditions of this Stipulation and Agreement by e-mailing a scanned copy of the signature page,  
9 as actually signed by Respondents to the Department counsel assigned to this case. Respondents  
10 agree, acknowledge, and understand that by electronically sending to the Department a scan of  
11 Respondents' actual signatures as they appear on the Stipulation and Agreement, that receipt of  
12 the scan by the Department shall be binding on Respondents as if the Department had received  
13 the original signed Stipulation and Agreement.

14 DATED: Apr 14, 2023

  
Bernadine Anita Torres (Apr 14, 2023 16:52 PDT)

15 TORRES REALTY INC, Respondent  
16 By: Bernadine Anita Torres, Designated Officer

17 DATED: Apr 14, 2023

  
Bernadine Anita Torres (Apr 14, 2023 16:52 PDT)

18 BERNADINE ANITA TORRES, Respondent

19  
20 *I have reviewed the Stipulation and Agreement as to form and have advised my*  
21 *clients accordingly.*

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23 DATED: Apr 14, 2023



24 Mary E. Work, Attorney for Respondents

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The foregoing Stipulation and Agreement is hereby adopted as my Decision as to Respondents TORRES REALTY INC and BERNADINE ANITA TORRES and shall become effective at 12 o'clock noon on JUN 30 2023, 2023.

IT IS SO ORDERED 5.24.23, 2023.

REAL ESTATE COMMISSIONER



DOUGLAS R. McCAULEY