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9 *Attorney for Complainant*

FILED
SEP 21 2023
DEPT. OF REAL ESTATE
By _____

8 BEFORE THE DEPARTMENT OF REAL ESTATE

9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of

No. H-42552-LA

12 BEST CAPITAL FUNDING, MICHAEL
13 OMAR YATES, individually and as
14 former designated officer of Best Capital
15 Funding, ERNEST & COOPER INC., And
16 ERNESTO SOLIS, individually and as
17 designated officer of Ernest & Cooper Inc.,

**STIPULATION AND AGREEMENT
AS TO ERNEST & COOPER INC.
AND ERNESTO SOLIS ONLY**

18 Respondents.

17 It is hereby stipulated and agreed by and between Respondents ERNEST & COOPER INC.
18 (“ECI”) and ERNESTO SOLIS (“SOLIS”), collectively “Respondents,” and their attorney of
19 record, Rizza Gonzales, Esq., and the Complainant, acting by and through Laurence Haveson,
20 Counsel for the Department of Real Estate (“Department”), as follows for the purpose of settling
21 and disposing of the Accusation filed on March 6, 2023 (“Accusation”) in this matter:

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

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1 2. Respondents have received, read, and understand 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 March 23, 2023, Respondents filed Notices of Defense pursuant to section 11506
5 of the Government Code for the purpose of requesting a hearing on the allegations in the Accusation.
6 Respondents ECI and SOLIS hereby freely and voluntarily withdraw said Notices of Defense.
7 Respondents acknowledge that they understand that by withdrawing said Notices of Defense,
8 Respondents will thereby waive their 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 Respondents will waive other rights afforded
11 to them in connection with the hearing such as the right to present evidence in defense of the
12 allegations 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, Respondents choose not to contest these allegations, but to
15 remain silent, and understand 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 factual
18 allegations.

19 5. This Stipulation and Respondents' 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 this
21 proceeding and any other proceeding or case brought by the Department, or another licensing agency
22 of this state, another state, or the federal government, and otherwise shall not be admissible in any
23 other criminal or civil proceedings.

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

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1 effect, and Respondents shall retain the right to a hearing and proceeding on the Accusation under
2 all the 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 that were not specifically alleged to be
6 causes of accusation in this proceeding.

7 8. Respondents understand that by agreeing to this Stipulation, Respondents ECI and
8 SOLIS agree to pay, jointly and severally pursuant to Business and Professions Code (“Code”)
9 section 10106, one-fourth of the cost, as of August 10, 2023, of the investigation and enforcement
10 of this matter. As of August 10, 2023, the amount of the investigation costs is \$4,304.15 and the
11 amount of the enforcement costs is \$1,315.20, for a sum total of \$5,619.35. Thus, Respondents ECI
12 and SOLIS shall pay, jointly and severally, \$1,404.84 for their share of the Department’s cost of the
13 investigation and enforcement of this matter.

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 ECI, as alleged in the Accusation,
20 constitute cause for the suspension or revocation of all real estate licenses and license rights of
21 Respondent ECI under Code sections 10176(a) and/or 10177(j), and 10177(d) and/or 10177(g).

22 II.

23 The conduct, acts, and/or omissions of Respondent SOLIS, as alleged in the Accusation,
24 constitute cause for the suspension or revocation of all real estate licenses and license rights of
25 Respondent SOLIS under Code sections 10176(a) and/or 10177(j), and 10177(d) and/or 10177(g).

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1 **investigative and enforcement costs must be delivered to the Department of Real Estate, Flag**
2 **Section at P.O. Box 137013, Sacramento, CA 95813-7013. Payment of investigation and**
3 **enforcement costs should not be made until the Stipulation has been approved by the**
4 **Commissioner.** If Respondent ECI fails to satisfy this condition in a timely manner as provided for
5 herein, Respondent ECI's real estate license shall automatically be suspended until payment is made
6 in full, or until a decision providing otherwise is adopted following a hearing held pursuant to this
7 condition.

8 II.

9 All licenses and licensing rights of Respondent SOLIS under the Real Estate Law are
10 revoked; provided, however, a restricted real estate broker license and a restricted mortgage loan
11 originator ("MLO") license endorsement shall be issued to Respondent SOLIS pursuant to Section
12 10156.5 of the Business and Professions Code if Respondent SOLIS makes application therefor and
13 pays the appropriate fees for the restricted real estate broker license within 90 days from the effective
14 date of this Decision. The restricted real estate broker license and restricted MLO license
15 endorsement issued to Respondent SOLIS shall be subject to all of the provisions of Section 10156.7
16 of the Business and Professions Code and to the following limitations, conditions and restrictions
17 imposed under authority of Section 10156.6 of that Code:

18 1. The restricted real estate broker license and restricted MLO license endorsement
19 issued to Respondent SOLIS may be suspended prior to hearing by Order of the Real Estate
20 Commissioner in the event of Respondent SOLIS's conviction or plea of nolo contendere to a crime
21 which is substantially related to Respondent SOLIS's fitness or capacity as a real estate licensee.

22 2. The restricted real estate broker license and restricted MLO license endorsement
23 issued to Respondent SOLIS may be suspended prior to hearing by Order of the Real Estate
24 Commissioner on evidence satisfactory to the Commissioner that Respondent SOLIS has violated
25 provisions of the California Real Estate Law, the Subdivided Lands Law, Regulations of the Real
26 Estate Commissioner or conditions attaching to the restricted real estate broker license and restricted
27 designated officer license.

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2 EXECUTION OF THE STIPULATION

3 Respondents ECI and SOLIS have read the Stipulation and Agreement. Respondents ECI
4 and SOLIS understand its terms and they are agreeable and acceptable. Respondents ECI and
5 SOLIS understand that they are waiving rights given to them by the California Administrative
6 Procedure Act (including but not limited to Sections 11506, 11508, 11509 and 11513 of the
7 Government Code), and Respondents ECI and SOLIS willingly, intelligently and voluntarily waive
8 those rights, including the right of requiring the Commissioner to prove the allegations in the
9 Accusation at a hearing at which Respondents ECI and SOLIS would have the right to cross-
10 examine witnesses against it and to present evidence in defense and mitigation of the charges.

11 Respondents ECI and SOLIS can signify acceptance and approval of the terms and
12 conditions of this Stipulation by causing the Stipulation to be e-mailed with Respondents ECI's and
13 SOLIS's digital signatures to Laurence Haveson, Real Estate Counsel at
14 Laurence.Haveson@dre.ca.gov, or by sending a hard copy of the original signed signature page of
15 the Stipulation herein to Laurence D. Haveson, Department of Real Estate, Legal Section, 320 W.
16 Fourth St., Suite 350, Los Angeles, CA 90013-1105. In the event of time constraints before an
17 administrative hearing, Respondents ECI and SOLIS can signify acceptance and approval of the
18 terms and conditions of this Stipulation and Agreement by faxing or e-mailing a scanned copy of
19 the signature page, as actually signed by Respondents ECI and SOLIS, to the Department counsel
20 assigned to this case. Respondents ECI and SOLIS agree, acknowledge, and understand that by
21 electronically sending the Stipulation and Agreement to the Department with Respondents ECI's
22 and SOLIS's digital signatures or a scan of Respondents ECI's and SOLIS's actual signatures as it
23 appears on the Stipulation and Agreement, that receipt of the Stipulation and Agreement with
24 Respondents ECI's and SOLIS's digital signature or a scan of the actual signatures by the
25 Department shall be as binding on Respondents ECI and SOLIS as if the Department had received
26 the original signed Stipulation and Agreement. By signing this Stipulation and Agreement,
27 Respondents ECI and SOLIS understand and agree that Respondents ECI and SOLIS may not


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1 withdraw their agreement or seek to rescind the Stipulation and Agreement prior to the time the
2 Commissioner considers and acts upon it or prior to the effective date of the Stipulation and Order.


3 MAILING

4 In the event that Respondents ECI and SOLIS decline to digitally sign the Stipulation,
5 Respondents ECI and SOLIS shall, within five (5) business days from signing the Stipulation, mail
6 the original signed signature page(s) of the Stipulation herein to Laurence Haveson, Attention:
7 Legal Section, Department of Real Estate, 320 W. Fourth St., Room 350, Los Angeles, California
8 90013-1105.

9 Respondents ECI's and SOLIS's signatures below constitute acceptance and approval of
10 the terms and conditions of this Stipulation. Respondents ECI and SOLIS agree, acknowledge, and
11 understand that by signing this Stipulation Respondents ECI and SOLIS are bound by its terms as
12 of the date of such signatures and that this agreement is not subject to rescission or amendment at
13 a later date except by a separate Decision and Order of the Real Estate Commissioner.

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15 DATED: August 11, 2023 
16 Respondent ERNEST & COOPER INC.
17 By (Printed Name): Ernesto Solis
18 Title: CEO

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20 DATED: August 11, 2023 
21 Respondent ERNESTO SOLIS

22 DATED: August 11, 2023 
23 Rizza Gonzales
24 Attorney for Respondents ERNEST & COOPER INC.
25 and ERNESTO SOLIS
26 *Approved as to Form*

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The foregoing Stipulation and Agreement in Settlement and Order is hereby adopted by me as my Decision in this matter and shall become effective at 12 o'clock noon on October 11, 2023.

IT IS SO ORDERED 9/15/23.

DOUGLAS R. McCAULEY
REAL ESTATE COMMISSIONER



fr Doug McCauley