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FILED

JUL 02 2026

DEPT. OF REAL ESTATE

By. [REDACTED]

BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of

H-43118-LA

ALIGN HOMES INC; CESAR
GOMEZ, individually and as
designated officer of Align Homes,
Inc.; AHMED AL-KAZWEENY; and
SAHAR MOGHADAM,

**STIPULATION AND AGREEMENT
IN SETTLEMENT AND ORDER**

Respondents.

It is hereby stipulated and agreed by and between Respondents ALIGN HOMES INC ("AHI"), CESAR GOMEZ ("GOMEZ"), individually and as designated officer of AHI, AHMED AL-KAZWEENY ("AL-KAZWEENY"), and SAHAR MOGHADAM ("MOGHADAM"), (collectively "Respondents") and their attorney of record, Frank Buda, Esq., 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 23, 2025 ("Accusation") in this matter:

1. All issues which were to be contested and all evidence which was to be presented by Complainant and Respondents 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").

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 August 5, 2025, Respondents each filed a Notice of Defense pursuant to section
5 11506 of the Government Code for the purpose of requesting a hearing on the allegations in the
6 Accusation. Respondents hereby freely and voluntarily withdraw their Notices of Defense.
7 Respondents acknowledge that they understand that by withdrawing their 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 to
11 them 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 allegations contained in the Accusation. In the interest
14 of expedience and economy, Respondents choose not to contest these allegations, but to remain silent
15 and understand that, as a result thereof, these factual allegations, without being admitted, will serve
16 as a prima facie basis for the disciplinary action stipulated to herein. The Real Estate Commissioner
17 shall not be required to provide further evidence to prove said factual allegations.

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

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

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

8. Respondents understand that by agreeing to this Stipulation, Respondents agree to pay, jointly and severally, pursuant to Business and Professions Code Section 10106, the cost of the investigation and enforcement of this matter. The amount of the investigation costs is \$4,196.00 and the amount of the enforcement costs is \$2,560.80, for a total of \$6,756.80.

DETERMINATION OF ISSUES

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

I.

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

II.

The conduct, acts, and/or omissions of Respondent GOMEZ, as described in the Accusation, constitute cause for the suspension or revocation of all real estate licenses and license rights of Respondent GOMEZ under Code sections 10177(d) and 10177(g).

III.

The conduct, acts, and/or omissions of Respondent AL-KAZWEENY, as described in the Accusation, constitute cause for the suspension or revocation of all real estate licenses and license rights of Respondent AL-KAZWEENY under Code sections 10177(d) and 10177(g).

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1 IV.

2 The conduct, acts, and/or omissions of Respondent MOGHADAM, as described in the
3 Accusation, constitute cause for the suspension or revocation of all real estate licenses and license
4 rights of Respondent MOGHADAM under Code sections 10177(d) and 10177(g).

5 ORDER

6 I.

7 All licenses and licensing rights of Respondent AHI under the Real Estate Law are suspended
8 for a period of sixty (60) days from the effective date of this Decision and Order; provided, however,
9 that sixty (60) days of said suspension shall be stayed for two (2) years upon the following terms and
10 conditions:

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

13 2. That no final subsequent determination be made, after hearing or upon stipulation,
14 that cause of disciplinary action occurred within two (2) years from the effective date of this Decision
15 and Order. Should such a determination be made, the Commissioner may, in her discretion, vacate
16 and set aside the stay order and reimpose all or a portion of the stayed suspension. Should no such
17 determination be made, the stay imposed herein shall become permanent.

18 3. Respondent AHI shall pay, severally or jointly with Respondents GOMEZ, AL-
19 KAZWEENY, and MOGHADAM the sum of \$6,756.80 for the Commissioner's reasonable cost of
20 the investigation and enforcement which led to this disciplinary action **within sixty (60) days from**
21 **the effective date of this Decision and Order**. Said payment shall be in the form of a cashier's
22 check made payable to the Department of Real Estate. **The investigation and enforcement costs**
23 **must be delivered to the Department of Real Estate, Flag Section at 651 Bannon Street, Suite**
24 **504, Sacramento, CA 95811. Payment of investigation and enforcement costs should not be**
25 **made until the Stipulation has been approved by the Commissioner.** If Respondents fail to satisfy
26 this condition in a timely manner as provided for herein, Respondents' real estate licenses shall
27 automatically be suspended until payment is made in full, or until a decision providing otherwise, is
28 adopted following a hearing held pursuant to this condition.

4. Respondent AHI understands that by agreeing to this Stipulation, Respondent AHI shall pay, severally or jointly with Respondents GOMEZ, AL-KAZWEENY, and MOGHADAM, the sum of \$10,000.00 as reimbursement to Ralph B. [REDACTED] toward the cost of repairs to [REDACTED]. Such payment shall be made in the form of a cashier's check, payable to Ralph B. [REDACTED], and delivered to Ralph B. [REDACTED] within ninety (90) days of the effective date of this Decision and Order. If Respondent AHI fails to satisfy this condition in a timely manner as provided for herein, Respondent AHI's real estate license shall automatically be suspended until payment is made in full, or until a decision providing otherwise, is adopted following a hearing held pursuant to this condition.

II.

All licenses and licensing rights of Respondent GOMEZ under the Real Estate Law are suspended for a period of sixty (60) days from the effective date of this Decision and Order; provided, however, that sixty (60) days of said suspension shall be stayed for two (2) years upon the following terms and conditions:

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

2. That no final subsequent determination be made, after hearing or upon stipulation, that cause of disciplinary action occurred within two (2) years from the effective date of this Decision and Order. Should such a determination be made, the Commissioner may, in her discretion, vacate and set aside the stay order and reimpose all or a portion of the stayed suspension. Should no such determination be made, the stay imposed herein shall become permanent.

3. Respondent GOMEZ shall pay, severally or jointly with Respondents AHI, AL-KAZWEENY, and MOGHADAM the sum of \$6,756.80 for the Commissioner's reasonable cost of the investigation and enforcement which led to this disciplinary action **within sixty (60) days from the effective date of this Decision and Order**. Said payment shall be in the form of a cashier's check made payable to the Department of Real Estate. **The investigation and enforcement costs must be delivered to the Department of Real Estate, Flag Section at 651 Bannon Street, Suite 504, Sacramento, CA 95811. Payment of investigation and enforcement costs should not be**

1 **made until the Stipulation has been approved by the Commissioner.** If Respondents fail to satisfy
2 this condition in a timely manner as provided for herein, Respondents' real estate licenses shall
3 automatically be suspended until payment is made in full, or until a decision providing otherwise, is
4 adopted following a hearing held pursuant to this condition.

5 4. Respondent GOMEZ understands that by agreeing to this Stipulation, Respondent
6 GOMEZ shall pay, severally or jointly with Respondents AHI, AL-KAZWEENY, and
7 MOGHADAM, the sum of \$10,000.00 as reimbursement to Ralph B [REDACTED] toward the cost of
8 repairs to [REDACTED]. Such payment shall be made in the form of a
9 cashier's check, payable to Ralph B [REDACTED] and delivered to Ralph B [REDACTED] within ninety (90)
10 days of the effective date of this Decision and Order. If Respondent GOMEZ fails to satisfy this
11 condition in a timely manner as provided for herein, Respondent GOMEZ's real estate license shall
12 automatically be suspended until payment is made in full, or until a decision providing otherwise, is
13 adopted following a hearing held pursuant to this condition.

14 III.

15 All licenses and licensing rights of Respondent AL-KAZWEENY under the Real Estate Law
16 are suspended for a period of sixty (60) days from the effective date of this Decision and Order;
17 provided, however, that sixty (60) days of said suspension shall be stayed for two (2) years upon the
18 following terms and conditions:

19 1. Respondent AL-KAZWEENY shall obey all laws, rules and regulations governing
20 the 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 stipulation,
22 that cause of disciplinary action occurred within two (2) years from the effective date of this Decision
23 and Order. Should such a determination be made, the Commissioner may, in her discretion, vacate
24 and set aside the stay order and reimpose all or a portion of the stayed suspension. Should no such
25 determination be made, the stay imposed herein shall become permanent.

26 3. Respondent AL-KAZWEENY shall pay, severally or jointly with Respondents AHI,
27 GOMEZ, and MOGHADAM the sum of \$6,756.80 for the Commissioner's reasonable cost of the
28 investigation and enforcement which led to this disciplinary action **within sixty (60) days from the**

1 **effective date of this Decision and Order.** Said payment shall be in the form of a cashier's check
2 made payable to the Department of Real Estate. **The investigation and enforcement costs must be**
3 **delivered to the Department of Real Estate, Flag Section at 651 Bannon Street, Suite 504,**
4 **Sacramento, CA 95811. Payment of investigation and enforcement costs should not be made**
5 **until the Stipulation has been approved by the Commissioner.** If Respondents fail to satisfy this
6 condition in a timely manner as provided for herein, Respondents' real estate licenses shall
7 automatically be suspended until payment is made in full, or until a decision providing otherwise, is
8 adopted following a hearing held pursuant to this condition.

9 4. Respondent AL-KAZWEENY understands that by agreeing to this Stipulation,
10 Respondent AL-KAZWEENY shall pay, severally or jointly with Respondents AHI, GOMEZ, and
11 MOGHADAM, the sum of \$10,000.00 as reimbursement to Ralph B [REDACTED] toward the cost of
12 repairs to [REDACTED]. Such payment shall be made in the form of a
13 cashier's check, payable to Ralph B [REDACTED], and delivered to Ralph B [REDACTED] within ninety (90)
14 days of the effective date of this Decision and Order. If Respondent AL-KAZWEENY fails to satisfy
15 this condition in a timely manner as provided for herein, Respondent AL-KAZWEENY's real estate
16 license shall automatically be suspended until payment is made in full, or until a decision providing
17 otherwise, is adopted following a hearing held pursuant to this condition.

18 IV.

19 All licenses and licensing rights of Respondent MOGHADAM under the Real Estate Law are
20 suspended for a period of sixty (60) days from the effective date of this Decision and Order; provided,
21 however, that sixty (60) days of said suspension shall be stayed for two (2) years upon the following
22 terms and conditions:

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

25 2. That no final subsequent determination be made, after hearing or upon stipulation,
26 that cause of disciplinary action occurred within two (2) years from the effective date of this Decision
27 and Order. Should such a determination be made, the Commissioner may, in her discretion, vacate

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1 and set aside the stay order and reimpose all or a portion of the stayed suspension. Should no such
2 determination be made, the stay imposed herein shall become permanent.

3 3. Respondent MOGHADAM shall pay, severally or jointly with Respondents AHI,
4 GOMEZ, and AL-KAZWEENY the sum of \$6,756.80 for the Commissioner's reasonable cost of the
5 investigation and enforcement which led to this disciplinary action **within sixty (60) days from the**
6 **effective date of this Decision and Order.** Said payment shall be in the form of a cashier's check
7 made payable to the Department of Real Estate. **The investigation and enforcement costs must be**
8 **delivered to the Department of Real Estate, Flag Section at 651 Bannon Street, Suite 504,**
9 **Sacramento, CA 95811. Payment of investigation and enforcement costs should not be made**
10 **until the Stipulation has been approved by the Commissioner.** If Respondents fail to satisfy this
11 condition in a timely manner as provided for herein, Respondents' real estate licenses shall
12 automatically be suspended until payment is made in full, or until a decision providing otherwise, is
13 adopted following a hearing held pursuant to this condition.

14 4. Respondent MOGHADAM understands that by agreeing to this Stipulation,
15 Respondent MOGHADAM shall pay, severally or jointly with Respondents AHI, GOMEZ, and AL-
16 KAZWEENY, the sum of \$10,000.00 as reimbursement to Ralph B [REDACTED] toward the cost of
17 repairs to [REDACTED]. Such payment shall be made in the form of a
18 cashier's check, payable to Ralph B [REDACTED], and delivered to Ralph B [REDACTED] within ninety (90)
19 days of the effective date of this Decision and Order. If Respondent MOGHADAM fails to satisfy
20 this condition in a timely manner as provided for herein, Respondent MOGHADAM's real estate
21 license shall automatically be suspended until payment is made in full, or until a decision providing
22 otherwise, is adopted following a hearing held pursuant to this condition.

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24 DATED: 06/11/2026

[REDACTED]
Laurence D. Haveson
Counsel for Complainant

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2 EXECUTION OF THE STIPULATION

3 We have read this Stipulation and its terms are understood by us and are agreeable and
4 acceptable to us. We understand that we are waiving rights given to us by the California APA
5 (including, but not limited to, sections 11506, 11508, 11509, and 11513 of the Government Code),
6 and we willingly, intelligently, and voluntarily waive those rights, including the right of requiring
7 the Commissioner to prove the allegations in the Accusation at a hearing at which we would have
8 the right to cross-examine witnesses against us and to present evidence in defense and mitigation of
9 the charges.

10 Respondents can signify acceptance and approval of the terms and conditions of this
11 Stipulation by causing the Stipulation to be emailed with Respondents' digital signatures to Laurence
12 Haveson, Real Estate Counsel at Laurence.Haveson@dre.ca.gov, or by sending a hard copy of the
13 original signed signature page of the Stipulation herein to Laurence D. Haveson, Department of Real
14 Estate, Legal Section, 320 W. Fourth St., Suite 350, Los Angeles, CA 90013-1105. In the event of
15 time constraints before an administrative hearing or deadline, Respondents can signify acceptance
16 and approval of the terms and conditions of this Stipulation by faxing or emailing a scanned copy of
17 the signature page, as actually signed by Respondents, to the Department counsel assigned to this
18 case. Respondents agree, acknowledge, and understand that by electronically sending the Stipulation
19 to the Department with their digital signatures or a scan of their actual signatures as they appear on
20 the Stipulation, that receipt of the Stipulation with Respondents' digital signatures or a scan of their
21 actual signatures by the Department shall be as binding on Respondents as if the Department had
22 received the original signed Stipulation..

23 MAILING

24 In the event that Respondents decline to digitally sign the Stipulation, Respondents shall,
25 within five (5) business days from signing the Stipulation, mail the original signed signature page(s)
26 of the Stipulation herein to Laurence Haveson, Attention: Legal Section, Department of Real Estate,
27 320 W. Fourth St., Room 350, Los Angeles, California 90013-1105.

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1 Respondents' signatures below constitute acceptance and approval of the terms and
2 conditions of this Stipulation. Respondents agree, acknowledge, and understand that by signing this
3 Stipulation Respondents are 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.

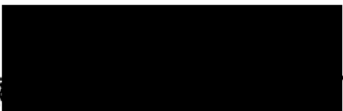
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7 DATED: 6/11/2026


Respondent ALIGN HOMES INC

8
9 By (Printed Name): Cesar Gomez

10 Title: Designated Broker officer
11

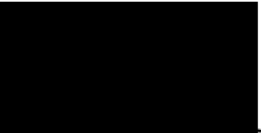
12
13 DATED: 6/11/2026


Respondent

14
15 DATED: _____

16 Respondent AHMED AL KAZWEENY
17

18
19 DATED: 6/11/2026


Respondent SAHAR MOGHADAM

20
21 DATED: 6-11-26


Frank Buda
Attorney for Respondents ALIGN HOMES INC, CESAR
GOMEZ, AHMED AL KAZWEENY, and SAHAR
MOGHADAM

24 Approved as to Form
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1 Respondents' signatures below constitute acceptance and approval of the terms and
2 conditions of this Stipulation. Respondents agree, acknowledge, and understand that by signing this
3 Stipulation Respondents are 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.

6
7 DATED: _____

Respondent ALIGN HOMES INC

8
9 By (Printed Name): _____

10 Title: _____

11
12
13 DATED: _____

Respondent CESAR GOMEZ

14
15 DATED: 6/11/2026

Respondent AHMED AL KAZWEENY

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19 DATED: _____

Respondent SAHAR MOGHADAM

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22 DATED: _____

Frank Buda
Attorney for Respondents ALIGN HOMES INC, CESAR
GOMEZ, AHMED AL KAZWEENY, and SAHAR
MOGHADAM
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

July 22, 2026.

IT IS SO ORDERED June 29, 2026.

CHIKA SUNQUIST
REAL ESTATE COMMISSIONER

