

FILED

MAY 21 2026

DEPT. OF REAL ESTATE

By

Department of Real Estate
320 W. 4th Street, Suite 350
Los Angeles, CA 90013-1105
Telephone: (213) 559-5990

BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

In the Matter of the Accusation Against	)	DRE No. H-43191 LA
	)	
<u>CESAR BOBADILLA</u> and	)	
NICHOLAS HUNTER BROWN,	)	<u>STIPULATION AND AGREEMENT</u>
	)	<u>IN SETTLEMENT AND ORDER</u>
	)	
Respondents.	)	

It is hereby stipulated by and between Respondent CESAR BOBADILLA ("Respondent") and the Complainant, acting by and through Judith A. Buranday, Counsel for the Department of Real Estate, as follows for the purpose of settling and disposing of the Accusation ("Accusation") filed on October 31, 2025, in this matter:

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

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

STIPULATION AND AGREEMENT IN SETTLEMENT AND ORDER

1 3. Respondent filed a Notice of Defense pursuant to Section 11506 of the
2 Government Code for the purpose of requesting a hearing on the allegations in the Accusation.
3 Respondent hereby freely and voluntarily withdraws said Notice of Defense. Respondent
4 acknowledges that Respondent understands that by withdrawing said Notice of Defense
5 Respondent thereby waives Respondent's right to require the Commissioner to prove the
6 allegations in the Accusation at a contested hearing held in accordance with the provisions of the
7 APA and that Respondent will waive other rights afforded to Respondent in connection with the
8 hearing such as the right to present evidence in his defense, and the right to cross-examine
9 witnesses.

10 4. Respondent hereby admits that the factual allegations of the Accusation filed
11 in this proceeding are true and correct and the Real Estate Commissioner shall not be required to
12 provide further evidence of such allegations.

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

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

25 7. The Order or any subsequent Order of the Real Estate Commissioner made
26 pursuant to this Agreement shall not constitute an estoppel, merger or bar to any further
27 administrative or civil proceedings by the Department with respect to any matters which were

1 not specifically alleged to be causes for accusation in this proceeding.

2 DETERMINATION OF ISSUES

3 By reason of the foregoing, it is stipulated and agreed that the following
4 determination of issues shall be made:

5 The conduct, acts or omissions of Respondent, as set forth in the Accusation, are a
6 basis for discipline of Respondent's license and licensing rights pursuant to California Business
7 and Professions Code sections 10137, 10140.6, 10145, 10159.5, 10176(a), 10177(d), 10177(g),
8 and/or 10177(h) and Title 10, Chapter 6, of the California Code of Regulations sections 2725,
9 2731, 2773, 2832, and 2834.

10 ORDER

11 WHEREFORE, THE FOLLOWING ORDER is hereby made:

12 I.

13 All licenses and licensing rights of Respondent under the Real Estate Law are
14 suspended for a period of ninety (90) days from the effective date of this Decision and Order;
15 provided, however, that:

16 A. The initial sixty (60) days of said suspension shall be stayed upon the
17 following terms and conditions:

18 1. Respondent shall pay a monetary penalty pursuant to Code section
19 10175.2 at the rate of \$50.00 per day for each of the sixty (60) days of suspension for a total
20 monetary penalty of \$3,000.00.

21 2. Said payment shall be in the form of a cashier's check made payable to
22 the Department of Real Estate. Said check must be delivered to the Department of Real Estate,
23 Flag Section, at 651 Bannon Street, Suite 504, Sacramento, CA 95811, within thirty (30) days
24 from the effective date of this Decision and Order.

25 3. No further cause for disciplinary action against the real estate licenses
26 of Respondent occurs within one (1) year from the effective date of the Decision and Order in
27 this matter.

STIPULATION AND AGREEMENT IN SETTLEMENT AND ORDER

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

5 5. If Respondent pays the monetary penalty and if no further cause for
6 disciplinary action against the real estate licenses of Respondent occurs within one (1) year from
7 the effective date of the Decision and Order, the entire stay hereby granted pursuant to this
8 Decision and Order shall become permanent.

9 B. The remaining thirty (30) days shall be stayed for one (1) year upon the
10 following terms and conditions:

11 1. That Respondent shall obey all laws, rules and regulations governing
12 the rights, duties 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
14 stipulation, that cause for disciplinary action occurred within one (1) year from the effective date
15 of this Decision and Order. Should such a determination be made, the Commissioner may, in her
16 discretion, vacate and set aside the stay order and re-impose all or a portion of the stayed
17 suspension. Should no such determination be made under this section, the stay imposed herein
18 shall become permanent.

19 (BROKER MANAGEMENT AND SUPERVISION COURSE)

20 II.

21 All licenses and licensing rights of Respondent are indefinitely suspended unless
22 or until Respondent provides proof satisfactory to the Commissioner, of having taken and
23 successfully completed the continuing education course on the management of real estate offices
24 and supervision of real estate licensed activities specified in paragraph (7) of subdivision (a) of
25 Code section 10170.5. Proof of satisfaction of this requirement includes evidence that
26 Respondent has successfully completed the management and supervision continuing education
27 course, no earlier than 120 days prior to the effective date of the Decision and Order in this

STIPULATION AND AGREEMENT IN SETTLEMENT AND ORDER

1 matter. Proof of completion of the course must be delivered to the Department of Real Estate,
2 Flag Section at 651 Bannon Street, Suite 504, Sacramento, CA 95811, prior to the effective date
3 of this Decision and Order.

4 (INVESTIGATION AND ENFORCEMENT COSTS)

5 III.

6 Respondent shall, jointly and severally with Respondent Nicholas Hunter Brown,
7 pay the Commissioner's reasonable costs of the investigation and enforcement which led to this
8 disciplinary action. The total amount of said investigation (\$2,567.35) and enforcement
9 (\$818.40) costs is \$3,385.75. Said payment shall be in the form of a cashier's check made
10 payable to the Department of Real Estate. The investigation and enforcement costs must be
11 delivered to the Department of Real Estate, Flag Section, at 651 Bannon Street, Suite 504,
12 Sacramento, CA 95811, prior to the effective date of this Decision and Order. If Respondent fails
13 to satisfy this condition in a timely manner as provided for herein, all licenses and licensing
14 rights of Respondent shall be automatically suspended unless or until Respondent pays the costs
15 of the investigation and enforcement.

16
17 DATED: 4/13/2026

18 
19 Judith A. Buranday, Counsel for
Department of Real Estate

20 EXECUTION OF THE AGREEMENT

21 Respondent has read the Agreement and its terms are understood by Respondent
22 and are agreeable and acceptable to Respondent. Respondent understands that Respondent is
23 waiving rights given to Respondent by the California Administrative Procedure Act (including
24 but not limited to Sections 11506, 11508, 11509 and 11513 of the Government Code), and
25 Respondent willingly, intelligently and voluntarily waive those rights, including the right of
26 requiring the Commissioner to prove the allegations in the Accusation at a hearing at which
27

1 Respondent would have the right to cross-examine witnesses against it and to present evidence in
2 defense and mitigation of the charges.

3 Respondent shall mail the original signed signature page of the stipulation herein
4 to Judith Buranday, Attention: Legal Section, Department of Real Estate, 320 W. Fourth St.,
5 Suite 350, Los Angeles, California 90013-1105.

6 In the event of time constraints before an administrative hearing, Respondent can
7 signify acceptance and approval of the terms and conditions of this Agreement by emailing a
8 scanned copy of the signature page, as actually signed by Respondent, to Judith Buranday, Real
9 Estate Counsel, at Judith.Buranday@dre.ca.gov. Respondent agrees, acknowledges and
10 understands that by electronically sending the Department a scan of Respondent's actual
11 signature as it appears on the Agreement that receipt of the scan by the Department shall be
12 binding on Respondent as if the Department had received the original signed Agreement.

13 Respondent shall also mail the original signed signature page of this Agreement to the
14 Department counsel.

15 Respondent's signature below constitutes acceptance and approval of the terms
16 and conditions of this Agreement. Respondent agrees, acknowledges and understands that by
17 signing this Agreement, Respondent is bound by its terms as of the date of such signatures and
18 that this agreement is not subject to rescission or amendment at a later date except by a separate
19 Decision and Order of the Real Estate Commissioner.

20
21 DATED: 4/2/2026

22 
CESAR BOBADILLA
Respondent

23 ///

24 ///

25 ///

26 ///

27 ///

1 The foregoing Stipulation and Agreement is hereby adopted as my Decision as to
2 Respondent CESAR BOBADILLA and shall become effective at 12 o'clock noon on

3 6/10/26

4 IT IS SO ORDERED May 14, 2026

5
6 CHIKA SUNQUIST
7 REAL ESTATE COMMISSIONER



FILED

MAY 21 2026

DEPT. OF REAL ESTATE

By

Department of Real Estate
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Respondents.	)	

It is hereby stipulated by and between Respondent NICHOLAS HUNTER BROWN ("Respondent") and the Complainant, acting by and through Judith A. Buranday, Counsel for the Department of Real Estate, as follows for the purpose of settling and disposing of the Accusation ("Accusation") filed on October 31, 2025, in this matter:

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18 6. It is understood by the parties that the Real Estate Commissioner may adopt
19 the Agreement as her Decision in this matter, thereby imposing the penalty and sanctions on
20 Respondent's real estate licenses, endorsements, and license rights as set forth in the below
21 "Order." In the event that the Commissioner in her discretion does not adopt the Agreement, it
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23 on the Accusation under all the provisions of the APA and shall not be bound by any admission
24 or waiver made herein.

25 7. The Order or any subsequent Order of the Real Estate Commissioner made
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8 10177(j) and/or 10177(g) and Title 10, Chapter 6, of the California Code of Regulations sections
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8 Decision and Order shall become permanent.

9 B. The remaining thirty (30) days shall be stayed for one (1) year upon the
10 following terms and conditions:

11 1. That Respondent shall obey all laws, rules and regulations governing
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13 2. That no final subsequent determination be made after hearing or upon
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15 of this Decision and Order. Should such a determination be made, the Commissioner may, in her
16 discretion, vacate and set aside the stay order and re-impose all or a portion of the stayed
17 suspension. Should no such determination be made under this section, the stay imposed herein
18 shall become permanent.

19 (INVESTIGATION AND ENFORCEMENT COSTS)

20 II.

21 Respondent shall, jointly and severally with Respondent Cesar Bobadilla, pay the
22 Commissioner's reasonable costs of the investigation and enforcement which led to this
23 disciplinary action. The total amount of said investigation (\$2,567.35) and enforcement
24 (\$818.40) costs is \$3,385.75. Said payment shall be in the form of a cashier's check made
25 payable to the Department of Real Estate. The investigation and enforcement costs must be
26 delivered to the Department of Real Estate, Flag Section, at 651 Bannon Street, Suite 504,
27 Sacramento, CA 95811, prior to the effective date of this Decision and Order. If Respondent fails

1 to satisfy this condition in a timely manner as provided for herein, all licenses and licensing
2 rights of Respondent shall be automatically suspended unless or until Respondent pays the costs
3 of the investigation and enforcement.

4
5 DATED: 4/21/26


6 Judith A. Buranday, Counsel for
7 Department of Real Estate

8 EXECUTION OF THE AGREEMENT

9 Respondent has read the Agreement and its terms are understood by Respondent
10 and are agreeable and acceptable to Respondent. Respondent understands that Respondent is
11 waiving rights given to Respondent by the California Administrative Procedure Act (including
12 but not limited to Sections 11506, 11508, 11509 and 11513 of the Government Code), and
13 Respondent willingly, intelligently and voluntarily waive those rights, including the right of
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21 signify acceptance and approval of the terms and conditions of this Agreement by emailing a
22 scanned copy of the signature page, as actually signed by Respondent, to Judith Buranday, Real
23 Estate Counsel, at Judith.Buranday@dre.ca.gov. Respondent agrees, acknowledges and
24 understands that by electronically sending the Department a scan of Respondent's actual
25 signature as it appears on the Agreement that receipt of the scan by the Department shall be
26 binding on Respondent as if the Department had received the original signed Agreement.

Respondent shall also mail the original signed signature page of this Agreement to the Department counsel.

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

DATED: 4-20-26


NICHOLAS HUNTER BROWN
Respondent

The foregoing Stipulation and Agreement is hereby adopted as my Decision as to Respondent NICHOLAS HUNTER BROWN and shall become effective at 12 o'clock noon on

6/10/26

IT IS SO ORDERED May 14, 2026

CHIKA SUNQUIST
REAL ESTATE COMMISSIONER

