

1 DEPARTMENT OF REAL ESTATE  
2 P. O. Box 137007  
3 Sacramento, CA 95813-7007

4 Telephone: (916) 576-8700

**FILED**

**JUN 28 2021**

DEPARTMENT OF REAL ESTATE  
By B. Nicholas

7 BEFORE THE DEPARTMENT OF REAL ESTATE  
8 STATE OF CALIFORNIA

9 \* \* \*

10 In the Matter of the Accusation of:	)	Case No. H-3336 FR
	)	
11 <u>WENDELL JAMON JONES</u> and	)	<u>STIPULATION AND AGREEMENT</u>
12 <u>MICHAEL ANTHONY LITCHENBERG,</u>	)	<u>IN SETTLEMENT AND ORDER RE</u>
	)	<u>WENDELL JAMON JONES ONLY</u>
13 Respondents.	)	
	)	

14  
15 It is hereby stipulated by and between Respondent WENDELL JAMON JONES  
16 (“JONES”) acting by and through Seth Weinstein, counsel for JONES, and the Complainant,  
17 acting by and through Jason D. Lazark, Counsel for the Department of Real Estate  
18 (“Department”), as follows for the purpose of settling and disposing of the Accusation filed on  
19 January 28, 2021, in this matter:

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

25 2. JONES received, read, and understands the Statement to Respondent, the  
26 Discovery Provisions of the APA, and the Accusation filed by the Department in this  
27 proceeding.

1                   3. On or about February 11, 2021, JONES filed a Notice of Defense pursuant to  
2 Section 11505 of the Government Code for the purpose of requesting a hearing on the  
3 allegations in the Accusation. JONES hereby freely and voluntarily withdraws said Notice of  
4 Defense. JONES acknowledges that he understands that by withdrawing said Notice of  
5 Defense he will thereby waive his right to require the Commissioner to prove the allegations in  
6 the Accusation at a contested hearing held in accordance with the provisions of the APA, and  
7 that he will waive other rights afforded to him in connection with the hearing such as the right  
8 to present evidence in defense of the allegations in the Accusation and the right to cross-  
9 examine witnesses.

10                   4. JONES, pursuant to the limitations set forth below, hereby admits that the  
11 factual allegations and/or findings of facts related to JONES, as set forth in the Accusation  
12 filed in this proceeding, are true and correct and the Real Estate Commissioner shall not be  
13 required to provide further evidence of such allegations.

14                   5. This Stipulation and Agreement is made for the purpose of reaching an  
15 agreed disposition of this proceeding and is expressly limited to this proceeding and any other  
16 proceeding or case in which the Department, the state or federal government, any agency of  
17 this state, or an agency of another state is involved.

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

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

5           8. JONES understands that by agreeing to this Stipulation and Agreement,  
 6 JONES agrees to be responsible for paying, pursuant to Section 10106 of the Business and  
 7 Professions Code ("the Code"), a portion of the costs of the investigation and enforcement of  
 8 this case which resulted in the determination that JONES committed the violation(s) found in the  
 9 Determination of Issues. The amount of such cost is \$2,878.35

10           9. JONES further agrees to testify as a witness for the Department in any and all  
 11 administrative hearings related to Department Case No. H-3336 FR. JONES also agrees that  
 12 should he be called to testify as a witness for the Department, JONES will provide truthful and  
 13 honest testimony.

#### DÉTERMINATION OF ISSUES

14           By reason of the foregoing stipulations, admissions, and waivers, and solely for  
 15 the purpose of settlement of the pending Accusation with respect to JONES without further  
 16 proceedings, it is stipulated and agreed that the following Determination of Issues shall be made:  
 17

18           The acts and/or omissions of JONES, as described in the Accusation, are grounds  
 19 for the suspension or revocation of the licenses and license rights of JONES under the provisions  
 20 of Sections 10159.2, 10177(d), 10177(g), and 10177(h) of the Code, and Section 2725 of Title  
 21 10, California Code of Regulations ("the Regulations").

#### ORDER

22           All licenses and licensing rights of JONES under the Real Estate Law are  
 23 revoked; provided, however, a restricted real estate broker license shall be issued to JONES  
 24 pursuant to Section 10156.5 of the Code if JONES makes application therefore and pays to the  
 25 Department the appropriate fee for the restricted broker license within 90 days from the effective  
 26 date of this Decision.  
 27

1                   1. The restricted license issued to JONES shall be subject to all of the provisions  
2 of Section 10156.7 of the Code as to the following limitations, conditions and restrictions  
3 imposed under authority of Section 10156.6 of that Code:

4                   (a) The restricted license issued to JONES shall be suspended prior to hearing  
5 by Order of the Commissioner in the event of JONES' conviction  
6 (including by plea of guilty or nolo contendere) to a crime which is  
7 substantially related to JONES' fitness or capacity as a real estate licensee;  
8 and,

9                   (b) The restricted license issued to JONES shall be suspended prior to hearing  
10 by Order of the Commissioner on evidence satisfactory to the  
11 Commissioner that JONES has violated provisions of the California Real  
12 Estate Law, the Subdivided Lands Law, Regulations of the Real Estate  
13 Commissioner, or conditions attaching to the restricted license.

14                   2. JONES shall not be eligible to apply for the issuance of an unrestricted real  
15 estate license nor for removal of any of the conditions, limitations or restrictions of a restricted  
16 license until five (5) years have elapsed from the effective date of this Order. Respondent shall  
17 not be eligible to apply for any unrestricted licenses until all restrictions attached to the license  
18 have been removed.

19                   3. JONES shall notify the Commissioner in writing within 72 hours of any arrest  
20 by sending a certified letter to the Commissioner at the Department of Real Estate, Post Office  
21 Box 137000, Sacramento, CA 95813-7000. The letter shall set forth the date of JONES' arrest,  
22 the crime for which JONES was arrested and the name and address of the arresting law  
23 enforcement agency. JONES' failure to timely file the aforementioned written notice shall  
24 constitute an independent violation of the terms of the restricted license and shall be grounds for  
25 the suspension or revocation of that license.

26                   4. JONES shall, within nine (9) months from the effective date of this Decision,  
27 present evidence satisfactory to the Commissioner that JONES has, since the most recent

1 issuance of an original, renewal or restricted real estate license, taken and successfully completed  
2 the continuing education requirements of Article 2.5 of Chapter 3 of the Real Estate Law for  
3 renewal of a real estate license. If JONES fails to satisfy this condition, the Commissioner shall  
4 order the suspension of the restricted license until the JONES presents such evidence. The  
5 Commissioner shall afford JONES the opportunity for hearing pursuant to the APA to present  
6 such evidence. Proof of completion of the continuing education courses must be delivered to the  
7 Department of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior  
8 to the effective date of this Order.

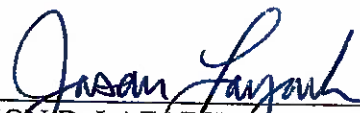
9           5. JONES shall, within six (6) months from the issuance of the Order, take and  
10 pass the Professional Responsibility Examination administered by the Department, including the  
11 payment of the appropriate examination fee. All licenses and licensing rights of JONES shall  
12 be indefinitely suspended unless or until JONES passes the examination.

13           6. All licenses and licensing rights of JONES are indefinitely suspended unless  
14 or until JONES pays the sum of \$2,878.35 for the portion of the Commissioner's reasonable  
15 cost of the investigation and enforcement which led to this disciplinary action against JONES.  
16 Said payment shall be in the form of a cashier's check or certified check made payable to the  
17 Department of Real Estate. The investigative and enforcement costs must be delivered to the  
18 Department of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013,  
19 prior to the effective date of this Order.

20           7. JONES agrees to testify as a witness for the Department in any and all  
21 administrative hearings related to Department Case No. H-3336 FR. In the event that JONES  
22 is called to testify as a witness for the Department, JONES shall provide truthful and honest  
23 testimony.

24           5/13/21

25           DATED

26             
27           JASON D. LAZARK, Counsel  
                  Department of Real Estate

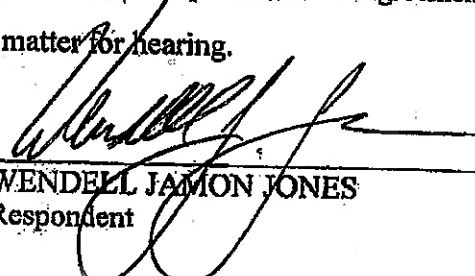
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1 I have read the Stipulation and Agreement and its terms are understood by me  
2 and are agreeable and acceptable to me. I understand that I am waiving rights given to me by  
3 the California APA (including but not limited to Sections 11506, 11508,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

8 JONES and his attorney further agree to send the original signed Stipulation and  
9 Agreement by mail to the following address no later than one (1) week from the date the  
10 Stipulation and Agreement is signed by JONES and his attorney: *Department of Real Estate,*  
11 *Legal Section, P.O. Box 137007, Sacramento, California 95813-7007.* JONES and his attorney  
12 understand and agree that if they fail to return the original signed Stipulation and Agreement by  
13 the due date, Complainant retains the right to set this matter for hearing.

14 5/13/21

15 DATED

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17 WENDELL JAMON JONES  
18 Respondent

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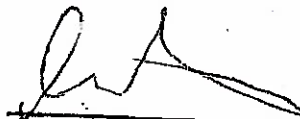
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*I have reviewed the Stipulation and Agreement as to form and content and have advised my client accordingly.*

05-13-2021

DATED



Seth Weinstein  
Attorney for Respondent,  
WENDELL JAMON JONES

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The foregoing Stipulation and Agreement is hereby adopted as my Decision in this matter and shall become effective at 12 o'clock noon on JUL 19 2021

IT IS SO ORDERED 6-23-21, 2021.

REAL ESTATE COMMISSIONER

  
DOUGLAS R. McCAULEY

1 DEPARTMENT OF REAL ESTATE  
2 P. O. Box 137007  
3 Sacramento, CA 95813-7007

4 Telephone: (916) 576-8700

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**JUN 28 2021**

DEPARTMENT OF REAL ESTATE  
By B. Nicholas

8 BEFORE THE DEPARTMENT OF REAL ESTATE  
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11 In the Matter of the Accusation of: ) Case No. H-3336 FR  
12 )  
13 WENDELL JAMON JONES and ) STIPULATION AND AGREEMENT  
14 MICHAEL ANTHONY LITCHENBERG, ) IN SETTLEMENT AND ORDER RE  
15 ) MICHAEL ANTHONY LITCHENBERG  
16 Respondents. ) ONLY  
17 )

18 It is hereby stipulated by and between Respondent MICHAEL ANTHONY  
19 LITCHENBERG ("LITCHENBERG") acting in pro per, and the Complainant, acting by and  
20 through Jason D. Lazark, Counsel for the Department of Real Estate ("Department"), as follows  
21 for the purpose of settling and disposing of the Accusation filed on January 28, 2021, in this  
22 matter:

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

28 2. LITCHENBERG received, read, and understands the Statement to  
29 Respondent, the Discovery Provisions of the APA, and the Accusation filed by the Department  
30 in this proceeding.



1                   3. On or about February 11, 2021, LITCHENBERG filed a Notice of Defense  
2 pursuant to Section 11505 of the Government Code for the purpose of requesting a hearing on  
3 the allegations in the Accusation. LITCHENBERG hereby freely and voluntarily withdraws  
4 said Notice of Defense. LITCHENBERG acknowledges that he understands that by  
5 withdrawing said Notice of Defense he will thereby waive his right to require the  
6 Commissioner to prove the allegations in the Accusation at a contested hearing held in  
7 accordance with the provisions of the APA, and that he will waive other rights afforded to him  
8 in connection with the hearing such as the right to present evidence in defense of the  
9 allegations in the Accusation and the right to cross-examine witnesses.

10                   4. LITCHENBERG, pursuant to the limitations set forth below, hereby admits  
11 that the factual allegations and/or findings of facts related to LITCHENBERG, as set forth in  
12 the Accusation filed in this proceeding, are true and correct and the Real Estate Commissioner  
13 shall not be required to provide further evidence of such allegations.

14                   5. This Stipulation and Agreement is made for the purpose of reaching an  
15 agreed disposition of this proceeding and is expressly limited to this proceeding and any other  
16 proceeding or case in which the Department, the state or federal government, any agency of  
17 this state, or an agency of another state is involved.

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

25                   7. The Order or any subsequent Order of the Real Estate Commissioner made  
26 pursuant to this Stipulation and Agreement shall not constitute an estoppel, merger or bar to  
27

1 any further administrative or civil proceedings by the Department with respect to any matters  
2 which were not specifically alleged to be causes for accusation in this proceeding.

3 8. LITCHENBERG understands that by agreeing to this Stipulation and  
4 Agreement, LITCHENBERG agrees to be responsible for paying, pursuant to Section 10106 of  
5 the Business and Professions Code ("the Code"), a portion of the costs of the investigation and  
6 enforcement of this case which resulted in the determination that LITCHENBERG committed  
7 the violation(s) found in the Determination of Issues. The amount of such cost is \$2,878.35

8 DETERMINATION OF ISSUES

9 By reason of the foregoing stipulations, admissions, and waivers, and solely for  
10 the purpose of settlement of the pending Accusation with respect to LITCHENBERG without  
11 further proceedings, it is stipulated and agreed that the following Determination of Issues shall  
12 be made:

13 The acts and/or omissions of LITCHENBERG, as described in the Accusation,  
14 are grounds for the suspension or revocation of the licenses and license rights of  
15 LITCHENBERG under the provisions of Sections 10177(d) and 10177(g) of the Code.

16 ORDER

17 All licenses and licensing rights of LITCHENBERG under the Real Estate Law  
18 are revoked; provided, however, a restricted real salesperson license shall be issued to  
19 LITCHENBERG pursuant to Section 10156.5 of the Code if LITCHENBERG makes application  
20 therefore and pays to the Department the appropriate fee for the restricted broker license within  
21 90 days from the effective date of this Decision.

22 1. The restricted license issued to LITCHENBERG shall be subject to all of the  
23 provisions of Section 10156.7 of the Code as to the following limitations, conditions and  
24 restrictions imposed under authority of Section 10156.6 of that Code:

25 (a) The restricted license issued to LITCHENBERG shall be suspended prior

26 to hearing by Order of the Commissioner in the event of

27 LITCHENBERG'S conviction (including by plea of guilty or nolo

1                   contendere) to a crime which is substantially related to LITCHENBERG'S  
2                   fitness or capacity as a real estate licensee; and,

3                   (b) The restricted license issued to LITCHENBERG shall be suspended prior  
4                   to hearing by Order of the Commissioner on evidence satisfactory to the  
5                   Commissioner that LITCHENBERG has violated provisions of the  
6                   California Real Estate Law, the Subdivided Lands Law, Regulations of the  
7                   Real Estate Commissioner, or conditions attaching to the restricted  
8                   license.

9                   2. LITCHENBERG shall not be eligible to apply for the issuance of an  
10                  unrestricted real estate license nor for removal of any of the conditions, limitations or restrictions  
11                  of a restricted license until three (3) years have elapsed from the effective date of this Order.  
12                  Respondent shall not be eligible to apply for any unrestricted licenses until all restrictions  
13                  attached to the license have been removed.

14                  3. LITCHENBERG shall submit with any application for license under an  
15                  employing broker, or any application for transfer to a new employing broker, a statement signed  
16                  by the prospective employing real estate broker on a form approved by the Department which  
17                  will certify:

18                         (a) That the employing broker has read the Decision and Order of the  
19                         Commissioner which granted the right to a restricted license; and

20                         (b) That the employing broker will exercise close supervision over the  
21                         performance by the restricted licensee relating to activities for which a real  
22                         estate license is required.

23                  4. LITCHENBERG shall notify the Commissioner in writing within 72 hours of  
24                  any arrest by sending a certified letter to the Commissioner at the Department of Real Estate,  
25                  Post Office Box 137000, Sacramento, CA 95813-7000. The letter shall set forth the date of  
26                  LITCHENBERG'S arrest, the crime for which LITCHENBERG was arrested and the name and  
27                  address of the arresting law enforcement agency. LITCHENBERG'S failure to timely file the

1 aforementioned written notice shall constitute an independent violation of the terms of the  
2 restricted license and shall be grounds for the suspension or revocation of that license.

3 5. LITCHENBERG shall, within nine (9) months from the effective date of this  
4 Decision, present evidence satisfactory to the Commissioner that LITCHENBERG has, since the  
5 most recent issuance of an original, renewal or restricted real estate license, taken and  
6 successfully completed the continuing education requirements of Article 2.5 of Chapter 3 of the  
7 Real Estate Law for renewal of a real estate license. If LITCHENBERG fails to satisfy this  
8 condition, the Commissioner shall order the suspension of the restricted license until the  
9 LITCHENBERG presents such evidence. The Commissioner shall afford LITCHENBERG the  
10 opportunity for hearing pursuant to the APA to present such evidence. Proof of completion of  
11 the continuing education courses must be delivered to the Department of Real Estate, Flag  
12 Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective date of this  
13 Order.

14 6. LITCHENBERG shall, within six (6) months from the issuance of the Order,  
15 take and pass the Professional Responsibility Examination administered by the Department,  
16 including the payment of the appropriate examination fee. All licenses and licensing rights of  
17 LITCHENBERG shall be indefinitely suspended unless or until LITCHENBERG passes the  
18 examination.

19 7. All licenses and licensing rights of LITCHENBERG are indefinitely  
20 suspended unless or until LITCHENBERG pays the sum of \$2,878.35 for the portion of the  
21 Commissioner's reasonable cost of the investigation and enforcement which led to this  
22 disciplinary action against LITCHENBERG. Said payment shall be in the form of a cashier's  
23 check or certified check made payable to the Department of Real Estate. The investigative and  
24 enforcement costs must be delivered to the Department of Real Estate, Flag Section at P.O.  
25 Box 137013, Sacramento, CA 95813-7013, prior to the effective date of this Order.

26 5/21/21  
27 \_\_\_\_\_  
DATED

\_\_\_\_\_  
JASON D. LAZARK, Counsel  
Department of Real Estate

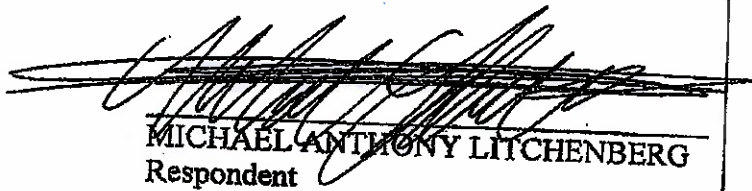
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I have read the Stipulation and Agreement and its terms are understood by me and are agreeable and acceptable to me. I understand that I am waiving rights given to me by the California APA (including but not limited to Sections 11506, 11508, 11509 and 11513 of the Government Code), and I willingly, intelligently, and voluntarily waive those rights, including the right of requiring the Commissioner to prove the allegations in the Accusation at a hearing at which I would have the right to cross-examine witnesses against me and to present evidence in defense and mitigation of the charges.

LITCHENBERG further agrees to send the original signed Stipulation and Agreement by mail to the following address no later than one (1) week from the date the Stipulation and Agreement is signed by LITCHENBERG: *Department of Real Estate, Legal Section, P.O. Box 137007, Sacramento, California 95813-7007*. LITCHENBERG understands and agrees that if he fails to return the original signed Stipulation and Agreement by the due date, Complainant retains the right to set this matter for hearing.

May 21, 2021  
DATED

  
MICHAEL ANTHONY LITCHENBERG  
Respondent

\*\*\*

The foregoing Stipulation and Agreement is hereby adopted as my Decision in this matter and shall become effective at 12 o'clock noon on JUL 19 2021

IT IS SO ORDERED ce-23.21, 2021.

REAL ESTATE COMMISSIONER

  
DOUGLAS R. McCAULEY