

1 Department of Real Estate
2 P.O. Box 137007
3 Sacramento, CA 95813-7007

4 Telephone: (916) 576-8700

FILED

MAY 10 2024

DEPARTMENT OF REAL ESTATE
By B. Nicholas

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7
8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of)

12 J. DEAN PROPERTIES, INC.;)

13 and)

14 MOHAMMED ESSA,)

15 Respondents.)

No. H-3513 FR

STIPULATION AND
AGREEMENT

16 It is hereby stipulated by and between J. DEAN PROPERTIES, INC. (JDPI),
17 and MOHAMMED ESSA (ESSA) (collectively Respondents), and the Complainant, acting
18 by and through Truly Sughrue, Counsel for the Department of Real Estate (Department), as
19 follows for the purpose of settling and disposing of the First Amended Accusation
20 (Accusation) filed on October 31, 2023, in this matter:

21 1. All issues which were to be contested and all evidence which was to be
22 presented by Complainant and Respondents at a formal hearing on the Accusation, which
23 hearing was to be held in accordance with the provisions of the Administrative Procedure Act
24 (APA), shall instead and in place thereof be submitted solely on the basis of the provisions of
25 this Stipulation and Agreement.
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1 2. Respondents have received, read, and understand the Statement to
2 Respondent, and the Discovery Provisions of the APA filed by the Department in this
3 proceeding.

4 3. Respondents filed a Notice of Defense pursuant to Section 11505 of the
5 Government Code for the purpose of requesting a hearing on the allegations in the Accusation.
6 Respondents hereby freely and voluntarily withdraw said Notice of Defense. Respondents
7 acknowledge that Respondents understand that by withdrawing said Notice of Defense
8 Respondents will thereby waive Respondents' rights 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
11 afforded to Respondents in connection with the hearing such as the right to present evidence in
12 defense of the allegations in the Accusation and the right to cross-examine witnesses.

13 4. This Stipulation and Agreement is based on the factual allegations
14 contained in the Accusation. In the interest of expediency and economy, Respondents choose not
15 to contest these factual allegations, but to remain silent and understand that, as a result thereof,
16 these factual statements will serve as a prima facie basis for the "Determination of Issues" and
17 "Order" set forth below. The Commissioner shall not be required to provide further evidence to
18 prove such allegations.

19 5. This Stipulation and Agreement and Respondents' decision not to contest
20 the Accusation are made for the purpose of reaching an agreed disposition of this proceeding and
21 are expressly limited to this proceeding and any other proceeding or case in which the
22 Department, the state or federal government, an agency of this state, or an agency of another
23 state is involved.

24 6. Respondents understand that by agreeing to this Stipulation and
25 Agreement, Respondents agree to pay, pursuant to Section 10148 of the California Business and
26 Professions Code (Code), the cost of the audit, which resulted in the determination that
27 Respondent committed the trust fund handling violation(s) found in the Determination of Issues.

1 The amount of said costs is \$11,519.

2 7. Respondents further understand that by agreeing to this Stipulation and
3 Agreement, the findings set forth below in the Determination of Issues become final, and that
4 the Commissioner may charge said Respondents for the costs of any audit conducted pursuant
5 to Section 10148 of the Code to determine if the violations have been corrected. The maximum
6 costs of said audit shall not exceed \$14,399.

7 8. Respondents understand that by agreeing to this Stipulation and
8 Agreement, Respondents agree to pay, pursuant to Section 10106 of the Code, the reasonable
9 costs of investigation and enforcement, which resulted in the determination that Respondent
10 committed the violation(s) found in the Determination of Issues. The amount of said
11 investigation and enforcement costs is \$2,588.

12 9. It is understood by the parties that the Commissioner may adopt the
13 Stipulation and Agreement as the Commissioner's decision in this matter thereby imposing the
14 penalty and sanctions on the real estate licenses and license rights of Respondents as set forth in
15 the below "Order". In the event that the Commissioner in the Commissioner's discretion does
16 not adopt the Stipulation and Agreement, it shall be void and of no effect, and Respondents shall
17 retain the right to a hearing and proceeding on the Accusation under all the provisions of the
18 APA and shall not be bound by any admission or waiver made herein.

19 10. The Order or any subsequent Order of the Commissioner made pursuant to
20 this Stipulation and Agreement shall not constitute an estoppel, merger or bar to any further
21 administrative or civil proceedings by the Department with respect to any matters which were
22 not specifically alleged to be causes for action in Accusation H-3513 FR.

23 * * *

24 DETERMINATION OF ISSUES

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

1 I

2 The acts and omissions of Respondents as described in the Accusation are
3 grounds for the suspension or revocation of Respondents' licenses and license rights under the
4 following sections of the Code and Title 10, Chapter 6, of the California Code of Regulations
5 (Regulations): Sections 10176(e), and 10177(g) of the Code in conjunction with Sections 10145
6 10159.5 of the Code and Sections 2832.1, 2832, 2834, 2731 of the Regulations.

7 II

8 The acts and/or omissions of ESSA as described in the Accusation is cause for
9 the suspension or revocation of ESSA's license and/or license rights under Section 10177(h) of
10 the Code.

11 * * *

12 ORDER

13 I

14 All licenses and licensing rights of JDPI under the Real Estate Law are revoked;
15 provided, however, a restricted real estate corporate broker license shall be issued to JDPI
16 pursuant to Section 10156.5 of the Code if JDPI makes application therefor and pays to the
17 Department the appropriate fee for the restricted license within 90 days from the effective date of
18 this Decision and Order. The restricted license issued to JDPI shall be subject to all of the
19 provisions of Section 10156.7 of the Code and to the following limitations, conditions and
20 restrictions imposed under authority of Section 10156.6 of that Code:

21 1. The restricted license issued to JDPI may be suspended prior to hearing by
22 Order of the Commissioner in the event of JDPI's conviction or plea of nolo contendere to a
23 crime which is substantially related to JDPI's fitness or capacity as a real estate licensee.

24 2. The restricted license issued to JDPI may be suspended prior to hearing by
25 Order of the Commissioner on evidence satisfactory to the Commissioner that JDPI has violated
26 provisions of the California Real Estate Law, the Subdivided Lands Law, Regulations of the
27 Commissioner or conditions attaching to the restricted license.

1 license of ESSA occurs within two (2) years from the effective date of this Order, the entire stay
2 hereby granted this Order, as to ESSA only, shall become permanent.

3 2) Sixty (60) days of said suspension shall be stayed for two (2) years upon the
4 following terms and conditions:

5 a) ESSA shall obey all laws, rules and regulations governing the rights, duties and
6 responsibilities of a real estate licensee in the State of California; and,

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

13 3) All licenses and licensing rights of ESSA are indefinitely suspended unless or
14 until ESSA provides proof satisfactory to the Commissioner, of having taken and successfully
15 completed the continuing education course on trust fund accounting and handling specified in
16 paragraph (3) of subdivision (a) of Section 10170.5 of the Code. Proof of satisfaction of these
17 requirements includes evidence that ESSA has successfully completed the trust fund account and
18 handling continuing education courses, no earlier than 120 days prior to the effective date of the
19 Decision and Order in this matter. Proof of completion of the trust fund accounting and handling
20 course must be delivered to the Department of Real Estate, Flag Section at P.O. Box 137013,
21 Sacramento, CA 95813-7013 or by fax at 916-263-8758, prior to the effective date of this
22 Decision and Order.

23 4) ESSA shall, within six (6) months from the effective date of this Decision and
24 Order, take and pass the Professional Responsibility Examination administered by the
25 Department including the payment of the appropriate examination fee. If ESSA fails to satisfy
26 this condition, ESSA's real estate license shall automatically be suspended until ESSA passes
27 the examination.

1 III

2 1) Pursuant to Section 10148 of the Code, Respondents shall pay the sum of \$11,519
3 for the Commissioner's cost of the audit which led to this disciplinary action. Respondents shall
4 pay such cost within sixty (60) days of receiving an invoice therefore from the Commissioner.
5 Payment of audit costs should not be made until Respondents receive the invoice. If
6 Respondents fail to satisfy this condition in a timely manner as provided for herein,
7 Respondents' real estate license shall automatically be suspended until payment is made in full,
8 or until a decision providing otherwise is adopted following a hearing held pursuant to this
9 condition.

10 2) Pursuant to Section 10148 of the Code, Respondents shall pay the
11 Commissioner's reasonable cost, not to exceed \$14,399, for an audit to determine if Respondents
12 have corrected the violation(s) found in the Determination of Issues. In calculating the amount
13 of the Commissioner's reasonable cost, the Commissioner may use the estimated average hourly
14 salary for all persons performing audits of real estate brokers and shall include an allocation for
15 travel time to and from the auditor's place of work. Respondents shall pay such costs within
16 sixty (60) days of receiving an invoice therefore from the Commissioner. Payment of the audit
17 costs should not be made until Respondents receive the invoice. If Respondents fail to satisfy
18 this condition in a timely manner as provided for herein, Respondents' real estate license shall
19 automatically be suspended until payment is made in full, or until a decision providing otherwise
20 is adopted following a hearing held pursuant to this condition.

21 3) All licenses and licensing rights of Respondents are indefinitely suspended unless
22 or until Respondents pays the sum of \$2,588 for the Commissioner's reasonable cost of the
23 investigation and enforcement which led to this disciplinary action. Said payment shall be in the
24 form of a cashier's check made payable to the Department of Real Estate. The investigative and
25 enforcement costs must be delivered to the Department of Real Estate, Flag Section at P.O. Box
26 137013, Sacramento, CA 95813-7013, prior to the effective date of this Decision and Order.
27

1 19 March 2024



2 DATED

TRULY SUGHRUE
Counsel for Complainant


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4 * * *

5 I have read the Stipulation and Agreement, discussed it with my counsel, and its
6 terms are understood by me and are agreeable and acceptable to me. I understand that I am
7 waiving rights given to me by the California Administrative Procedure Act, and I willingly,
8 intelligently and voluntarily waive those rights, including the right of requiring the
9 Commissioner to prove the allegations in the Accusation at a hearing at which I would have the
10 right to cross-examine witnesses against me and to present evidence in defense and mitigation of
11 the charges.

12 Respondents can signify acceptance and approval of the terms and conditions of
13 this Stipulation and Agreement by faxing a copy of the signature page, as actually signed by
14 Respondents, to the Department at fax number (916) 576-7840 or by e-mail to
15 truly.sughrue@dre.ca.gov. Respondents agree, acknowledge, and understand that by
16 electronically sending to the Department a copy of Respondents' actual signature as it appears
17 on the Stipulation and Agreement, that receipt of the copy by the Department shall be as
18 binding on Respondents as if the Department had received the original signed Stipulation and
19 Agreement.

20
21 3/15/2024

22 DATED



Mohammed Jawad, Designated Officer
J. DEAN PROPERTIES, INC.,
Respondent

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25 DATED

MOHAMMED ESSA
Respondent

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DATED

TRULY SUGHRUE
Counsel for Complainant

I have read the Stipulation and Agreement, discussed it with my counsel, 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 Administrative Procedure Act, 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.

Respondents can signify acceptance and approval of the terms and conditions of this Stipulation and Agreement by faxing a copy of the signature page, as actually signed by Respondents, to the Department at fax number (916) 576-7840 or by e-mail to truly.sughrue@dre.ca.gov. Respondents agree, acknowledge, and understand that by electronically sending to the Department a copy of Respondents' actual signature as it appears on the Stipulation and Agreement, that receipt of the copy by the Department shall be as binding on Respondents as if the Department had received the original signed Stipulation and Agreement.

DATED

Mohammed Jawad, Designated Officer
J. DEAN PROPERTIES, INC.,
Respondent

3/15/2024

DATED

MOHAMMED ESSA
Respondent

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

3/19/24



DATED

JOSHUA ROSENTHAL
Attorney for Respondents

The foregoing Stipulation and Agreement is hereby adopted as my Decision and Order and shall become effective at 12 o'clock noon on MAY 31 2024

IT IS SO ORDERED 4/16/2024

CHIKA SUNQUIST
Real Estate Commissioner

