

1 DEPARTMENT OF REAL ESTATE  
2 P. O. Box 187007  
3 Sacramento, CA 95818-7007  
4 Telephone: (916) 227-0789

**FILED**  
NOV 26 2012

DEPARTMENT OF REAL ESTATE  
By R. Mar

8 BEFORE THE DEPARTMENT OF REAL ESTATE  
9 STATE OF CALIFORNIA

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11  
12 In the Matter of the Accusation of )  
13 WEST COAST FUNDING AND REAL ) NO. H-4238 SD  
14 ESTATE SERVICES, INC. and ) STIPULATION AND AGREEMENT  
15 TROY DAVID MORITZ, )  
16 Respondents. )

17 It is hereby stipulated by and between Respondents WEST COAST FUNDING  
18 AND REAL ESTATE SERVICES, INC. ("WEST COAST"), and TROY DAVID MORITZ,  
19 ("MORITZ"), (collectively "Respondents"), acting by and through Marisol Ocampo, Counsel  
20 for Respondents, and the Complainant, acting by and through John W. Barron, Counsel for the  
21 Department of Real Estate, as follows for the purpose of settling and disposing of the  
22 Accusation filed on October 19, 2011, in this matter:

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

H-4238 SD

WEST COAST FUNDING AND REAL ESTATE  
SERVICES, INC. and TROY DAVID MORITZ

1           2.     Respondents have received, read and understand the Statement to  
2 Respondent, the Discovery Provisions of the APA and the Accusation filed by the Department  
3 of Real Estate in this proceeding.

4           3.     On November 4, 2011, Respondents filed a Notice of Defense pursuant  
5 to Section 11505 of the Government Code for the purpose of requesting a hearing on the  
6 allegations in the Accusation. Respondents hereby freely and voluntarily withdraw said Notice  
7 of Defense. Respondents acknowledge that Respondents understand that by withdrawing said  
8 Notice of Defense, Respondents will thereby waive Respondents' rights to require the  
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 is based on the factual allegations contained in the  
14 Accusation. In the interest of expedience and economy, Respondents choose not to contest  
15 these factual allegations, but to remain silent and understand that, as a result thereof, these  
16 factual statements will serve as a prima facie basis for the "Determination of Issues" and  
17 "Order" set forth below. The Real Estate Commissioner shall not be required to provide further  
18 evidence to prove such allegations.

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

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1           6.     It is understood by the parties that the Real Estate Commissioner may  
2 adopt the Stipulation and Agreement as his decision in this matter, thereby imposing the penalty  
3 and sanctions on Respondents' real estate licenses and license rights as set forth in the "Order"  
4 below. In the event that the Commissioner in his discretion does not adopt the Stipulation and  
5 Agreement, it shall be void and of no effect, and Respondents shall retain the right to a hearing  
6 and proceeding on the Accusation under all the provisions of the APA and shall not be bound  
7 by any admission or waiver made herein.

8           7.     This Stipulation and Agreement shall not constitute an estoppel, merger  
9 or bar to any further administrative or civil proceedings by the Department of Real Estate with  
10 respect to any matters which were not specifically alleged to be causes for accusation in this  
11 proceeding.

12           8.     Respondents understand that by agreeing to this Stipulation and  
13 Agreement, Respondents agree to pay, pursuant to Section 10148 of the California Business  
14 and Professions Code ("the Code"), the cost of the audit which resulted in the determination  
15 that Respondents committed the violation(s) found in the Determination of Issues. The amount  
16 of such costs is \$1,474.00.

17           9.     Respondents further understand that by agreeing to this Stipulation and  
18 Agreement, the findings set forth below in the Determination of Issues become final, and that  
19 the Commission may charge said Respondents for the costs of any audit conducted pursuant to  
20 Section 10148 of the Code to determine if the violations have been corrected. The maximum  
21 cost of said audit shall not exceed \$1,474.00.

22           10.    Respondents understand that by agreeing to this Stipulation and  
23 Agreement, Respondents agree to pay, pursuant to Section 10106 of the Code, the cost of the  
24 investigation and enforcement which resulted in the determination that Respondents committed  
25 the violation(s) found in the Determination of Issues. The amount of said costs is \$1,675.52.

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1 DETERMINATION OF ISSUES

2 By reason of the foregoing stipulations, admissions and waivers and solely for  
3 the purpose of settlement of the pending Accusation without hearing, it is stipulated and agreed  
4 that the acts and omissions of Respondents described in the Accusation are grounds for the  
5 suspension or revocation of the licenses and license rights of WEST COAST under the  
6 provisions of Sections 10085 (submission of advance agreements and materials), 10145  
7 (handling of trust funds), 10146 (advance fee handling), 10148 (record retention requirements),  
8 10240 (written disclosure statement requirement), 10241 (content of written disclosure  
9 statement), and 10177(d) (willful disregard of real estate law) of the Code, and Sections 2831  
10 (maintenance of trust fund records), 2832 (trust fund handling), 2970 (advance fee materials)  
11 and 2972 (accounting content) of Title 10 of the California Code of Regulations (“the  
12 Regulations”); and are grounds for the suspension or revocation of the licenses and license  
13 rights of MORITZ under provisions of Sections 10159.2 (broker supervision), 10177(d) and  
14 10177(h) (reasonable supervision responsibility of broker) of the Code, and Section 2725  
15 (broker supervision) of the Regulations.

16 ORDER

17 1

18 All licenses and licensing rights of WEST COAST under the Real Estate Law are  
19 suspended for a period of thirty (30) days from the effective date of this Order; provided,  
20 however, that:

21 1. Thirty (30) days of said suspension shall be stayed for two (2) years upon  
22 the following terms and conditions:

23 a. WEST COAST 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

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1 shall include an allocation for travel time to and from the auditor's place of work.  
2 Respondents shall pay such cost within sixty (60) days of receiving an invoice therefore from  
3 the Commissioner detailing the activities performed during the audit and the amount of time  
4 spent performing those activities. If Respondents fail to pay such cost within the sixty (60)  
5 days, the Commissioner may indefinitely suspend all licenses and licensing rights of  
6 Respondents under the Real Estate Law until payment is made in full or until Respondents  
7 enter into an agreement satisfactory to the Commissioner to provide for payment. Upon full  
8 payment, the indefinite suspension provided for in this paragraph shall be stayed.

9 3. All licenses and licensing rights of Respondents are indefinitely  
10 suspended unless or until Respondents, jointly and severally, pay the sum of \$1,675.52 for the  
11 Commissioner's reasonable cost of the investigation and enforcement which led to this  
12 disciplinary action. Said payment shall be in the form of a cashier's check or certified check  
13 made payable to the Real Estate Fund. Said check must be received by the Department prior to  
14 the effective date of the Order in this matter.

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16 9/17/12  
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DATED

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17 \_\_\_\_\_  
JOHN W. BARRON, Counsel  
Department of Real Estate

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20 \* \* \*

21 I have read the Stipulation and Agreement and its terms are understood by me  
22 and are agreeable and acceptable to me. I understand that I am waiving rights given to me by  
23 the California Administrative Procedure Act (including but not limited to Sections 11506,  
24 11508, 11509, and 11513 of the Government Code), and I willingly, intelligently, and

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1 voluntarily waive those rights, including the right of requiring the Commissioner to prove the  
 2 allegations in the Accusation at a hearing at which I would have the right to cross-examine  
 3 witnesses against me and to present evidence in defense and mitigation of the charges.

4 9/11/12



5 DATED

6 TROY DAVID MORITZ  
 7 Respondent and as the Designated  
 8 Broker/Officer for Respondent  
 9 WEST COAST FUNDING AND REAL  
 10 ESTATE SERVICES, INC.

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12 *I have reviewed this Stipulation and Agreement and Order as to form and*  
 13 *content and have advised my client accordingly.*

14 9/11/12



15 DATED

16 MARISOL OCAMPO  
 17 Attorney for Respondents, WEST COAST  
 18 FUNDING AND REAL ESTATE  
 19 SERVICES, INC. and TROY DAVID  
 20 MORITZ

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14-4238 SD

WEST COAST FUNDING AND REAL ESTATE  
 SERVICES, INC. and TROY DAVID MORITZ



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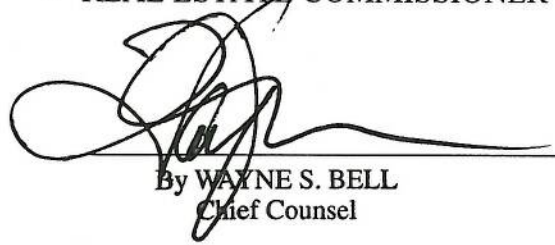
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The foregoing Stipulation and Agreement is hereby adopted by me as my  
Decision in this matter as to Respondents WEST COAST FUNDING AND REAL ESTATE  
SERVICES, INC. and TROY DAVID MORITZ, and shall become effective at 12 o'clock noon  
on DEC 17 2012.

IT IS SO ORDERED

11/16/2012

REAL ESTATE COMMISSIONER



By WAYNE S. BELL  
Chief Counsel