

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

Bureau of Real Estate
P.O. Box 137007
Sacramento, CA 95813-7007
Telephone: (916) 263-8672

FILED

JAN 17 2018

BUREAU OF REAL ESTATE
By B. Nicholas

BEFORE THE BUREAU OF REAL ESTATE
STATE OF CALIFORNIA

In the Matter of the Accusation of
VMRW, BRIAN SANTOS BANIQUED, and
VICTOR MANRIQUE,
Respondents.

No. H-12076 SF
STIPULATION AND
AGREEMENT

It is hereby stipulated by and between VMRW, and VICTOR MANRIQUE (MANRIQUE) (collectively referred to as "Respondents"), represented by Adam Slote of Slote, Links & Boremans, LLP, and the Complainant, acting by and through Truly Sughrue, Counsel for the Bureau of Real Estate (Bureau), as follows for the purpose of settling and disposing the Accusation filed on April 10, 2017, 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.

2. Respondents have received, read, and understand the Statement to Respondent, and the Discovery Provisions of the APA filed by the Bureau in this proceeding.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

3. Respondents filed a Notice of Defense pursuant to Section 11505 of the Government Code for the purpose of requesting a hearing on the allegations in the Accusation. Respondents hereby freely and voluntarily withdraw said Notice of Defense. Respondents acknowledge that Respondents understand that by withdrawing said Notice of Defense Respondents will thereby waive Respondents' rights to require the Real Estate Commissioner (Commissioner) to prove the allegations in the Accusation at a contested hearing held in accordance with the provisions of the APA, and that Respondents will waive other rights afforded to Respondents in connection with the hearing such as the right to present evidence in defense of the allegations in the Accusation and the right to cross-examine witnesses.

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

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

6. VMRW understands that by agreeing to this Stipulation and Agreement, VMRW agrees to pay, pursuant to Section 10148 of the California Business and Professions Code (Code), the cost of the audit, which resulted in the determination that VMRW committed the trust fund handling violation(s) found in the Determination of Issues. The amount of said costs is \$3,191.20.

///
///
///

1 7. VMRW further understands that by agreeing to this Stipulation and
2 Agreement, the findings set forth below in the Determination of Issues become final, and that
3 the Commissioner may charge said VMRW for the costs of any audit conducted pursuant to
4 Section 10148 of the Code to determine if the violations have been corrected. The maximum
5 costs of said audit shall not exceed \$3,989.00.

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

13 9. The Order or any subsequent Order of the Commissioner made pursuant to
14 this Stipulation and Agreement shall not constitute an estoppel, merger or bar to any further
15 administrative or civil proceedings by the Bureau with respect to any matters which were not
16 specifically alleged in Accusation H-12076 SF.

17 * * *

18 DETERMINATION OF ISSUES

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

22 I

23 The acts and omissions of Respondents as described in the Accusation are
24 grounds for the suspension or revocation of Respondents' licenses and license rights under
25 Section 10177(d) of the Code.

26 * * *

27 ORDER

I

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

1) Ten (10) days of said suspension shall be stayed, upon the condition that VMRW petition pursuant to Section 10175.2 of the Code and pays a monetary penalty pursuant to Section 10175.2 of the Code at a rate of \$50 for each day of the suspension for a total monetary penalty of \$500.

a) Said payment shall be in the form of a cashier's check made payable to the Bureau of Real Estate. Said check must be delivered to the Bureau of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective date of this Order.

b) No further cause for disciplinary action against the Real Estate licenses of VMRW occurs within two (2) years from the effective date of the decision in this matter.

c) If VMRW fails to pay the monetary penalty as provided above prior to the effective date of this Order, the stay of the suspension shall be vacated as to that VMRW and the order of suspension shall be immediately executed, under this Order, in which event the said VMRW shall not be entitled to any repayment nor credit, prorated or otherwise, for the money paid to the Bureau under the terms of this Order.

d) If VMRW pays the monetary penalty and any other moneys due under this Stipulation and Agreement and if no further cause for disciplinary action against the real estate license of said VMRW occurs within two (2) years from the effective date of this Order, the entire stay hereby granted this Order, as to said VMRW only, shall become permanent.

2) Twenty (20) days of said suspension shall be stayed for two (2) years upon the following terms and conditions:

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

b) That no final subsequent determination be made, after hearing or upon stipulation,

1 that cause for disciplinary action occurred within two (2) years from the effective date of this
2 Order. Should such a determination be made, the Commissioner may, in his discretion, vacate
3 and set aside the stay order and reimpose all or a portion of the stayed suspension. Should no
4 such determination be made, the stay imposed herein shall become permanent.

5 II

6 All licenses and licensing rights of MANRIQUE under the Real Estate Law are
7 publicly reprovved

8 III

9 1) Pursuant to Section 10148 of the Code, VMRW shall jointly and severally with
10 Respondent Brian Santos Baniqued (Baniqued) pay the sum of \$3,191.20 for the Commissioner's
11 cost of the audit which led to this disciplinary action. VMRW shall pay such cost within sixty
12 (60) days of receiving an invoice therefore from the Commissioner. Payment of audit costs
13 should not be made until VMRW receives the invoice. If VMRW fails to satisfy this condition in
14 a timely manner as provided for herein, VMRW's real estate license shall automatically be
15 suspended until payment is made in full, or until a decision providing otherwise is adopted
16 following a hearing held pursuant to this condition.

17 2) Pursuant to Section 10148 of the Code, VMRW shall jointly and severally with
18 Baniqued pay the Commissioner's reasonable cost, not to exceed \$3,989.00, for an audit to
19 determine if VMRW has corrected the violation(s) found in the Determination of Issues. In
20 calculating the amount of the Commissioner's reasonable cost, the Commissioner may use the
21 estimated average hourly salary for all persons performing audits of real estate brokers, and shall
22 include an allocation for travel time to and from the auditor's place of work. VMRW shall pay
23 such cost within sixty (60) days of receiving an invoice therefore from the Commissioner.
24 Payment of the audit costs should not be made until VMRW receives the invoice. If VMRW
25 fails to satisfy this condition in a timely manner as provided for herein, VMRW's real estate
26 license shall automatically be suspended until payment is made in full, or until a decision
27 providing otherwise is adopted following a hearing held pursuant to this condition.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

20-Nov-17

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.

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

11-8-17

DATED



Victor Manrique, Chief Executive Officer
VMRW
Respondent

11-8-17

DATED



VICTOR MANRIQUE
Respondent

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

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


DATED 11-13-17


ADAM SLOTE
SLOTE, LINKS & BOREMAN, LLP
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 FEB 07 2018

IT IS SO ORDERED 1/4/18

WAYNE S. BELL
REAL ESTATE COMMISSIONER


By: DANIEL J. SANDRI
Chief Deputy Commissioner