

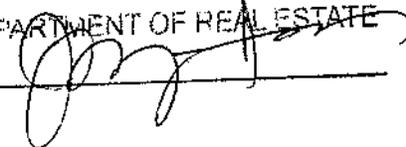
1 Department of Real Estate
2 320 West 4th Street, Suite 350
3 Los Angeles, CA 90013-1105

4 Telephone: (213) 576-6982

FILED

AUG 17 2012

DEPARTMENT OF REAL ESTATE

BY: 

9 BEFORE THE DEPARTMENT OF REAL ESTATE

10 STATE OF CALIFORNIA

11 * * *

12 In the Matter of the Accusation

No. H-37609 LA

No. L-2011120674

14 CAMINO REALTY INC.; CAMINO)
15 REALTY MORTGAGE SERVICES)
16 INC.; and OCTAVIO CORONA,)
17 individually, and as desig-)
18 nated officer for Camino)
19 Realty Inc. and Camino Realty)
20 Mortgage Services Inc.,)
Respondents.)
_____)

STIPULATION AND
AGREEMENT

21 It is hereby stipulated by and between Respondent
22 OCTAVIO CORONA (sometimes referred to as "Respondent"),
23 individually, and as designated officer for Respondents Camino
24 Realty Inc. and Camino Realty Mortgage Services Inc., and the
25 Complainant, acting by and through Cheryl Keily, Counsel for
26 the Department of Real Estate, as follows for the purpose of
27 settling and disposing of the Accusation ("Accusation") filed

1 on October 20, 2011, in this matter.

2 1. All issues which were to be contested and all
3 evidence which was to be presented by Complainant and Respondent
4 at a formal hearing on the Accusation, which hearing was to be
5 held in accordance with the provisions of the Administrative
6 Procedure Act (APA), shall instead and in place thereof be
7 submitted solely on the basis of the provisions of this
8 Stipulation and Agreement.
9

10 2. Respondent has received, read and understands the
11 Statement to Respondent, the Discovery Provisions of the APA and
12 the Accusation filed by the Department of Real Estate
13 ("Department") in this proceeding.
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15 3. On November 21, 2011, Respondent filed a Notice of
16 Defense, pursuant to Section 11506 of the Government Code for
17 the purpose of requesting a hearing on the allegations in the
18 Accusation. Respondent hereby freely and voluntarily withdraws
19 said Notice of Defense. Respondent acknowledges that he
20 understands that by withdrawing said Notice of Defense he will
21 thereby waive his right to require the Commissioner to prove the
22 allegations in the Accusation at a contested hearing held in
23 accordance with the provisions of the APA and that he will waive
24 other rights afforded to him in connection with the hearing,
25 such as the right to present evidence in defense of the
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1 allegations in the Accusation and the right to cross-examine
2 witnesses.

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4 4. It is understood by the parties that the Real
5 Estate Commissioner may adopt the Stipulation and Agreement as
6 his decision in this matter, thereby imposing the penalty and
7 sanctions on Respondent's real estate licenses and license
8 rights as set forth in the below "Order". In the event that
9 the Commissioner in his discretion does not adopt the
10 Stipulation and Agreement, it shall be void and of no effect,
11 and Respondent shall retain the right to a hearing and
12 proceeding on the Accusation under all the provisions of the
13 APA and shall not be bound by any admission or waiver made
14 herein.
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16 5. This Stipulation is based on the factual
17 allegations contained in the Accusation. In the interest of
18 expedience and economy, Respondent chooses not to contest these
19 allegations, but to remain silent and understand that, as a
20 result thereof, these factual allegations, without being
21 admitted or denied, will serve as a prima facie basis for the
22 disciplinary action stipulated to herein. The Real Estate
23 Commissioner shall not be required to provide further evidence
24 to prove said factual allegations.
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27 6. This Stipulation and Respondents' decision not to
contest the Accusation are made for the purpose of reaching an

1 licenses and license rights of Respondent under the provisions
2 of Code Section 10177 subdivisions (d) and (h).

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4 ORDER

5 WHEREFORE, THE FOLLOWING ORDER is hereby made:

6 I. The licenses and licensing rights of Respondent
7 CAMINO REALTY INC. are hereby revoked.

8 II. The licenses and licensing rights of Respondent
9 CAMINO REALTY MORTGAGE SERVICES INC. are hereby revoked.

10 III. ALL licenses and licensing rights of Respondent
11 OCTAVIO CORONA under the Real Estate Law are suspended for a
12 period of ninety (90) days from the effective date of this
13 Decision.

14
15 A. Provided, however, that if Respondent requests, the
16 initial thirty (30) days of said suspension (or a portion
17 thereof) shall be stayed upon condition that:

18 1. Respondent pays a monetary penalty pursuant to
19 Section 10175.2 of the Code at the rate of \$50 per day for each
20 day of the suspension for a total monetary penalty of \$1,500.

21 2. Said payment shall be in the form of a cashier's
22 check or certified check made payable to the Recovery Account of
23 the Real Estate Fund. Said check must be received by the
24 Department prior to the effective date of the Decision in this
25 matter.
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1 3. No further cause for disciplinary action against
2 the real estate license of Respondent occurs within two (2)
3 years from the effective date of the Decision in this matter.

4 4. If Respondent fails to pay the monetary penalty in
5 accordance with the terms of the Decision, the Commissioner may,
6 without a hearing, order the immediate execution of all or any
7 part of the stayed suspension, in which event the Respondent
8 shall not be entitled to any repayment or credit, prorated or
9 otherwise, for money paid to the Department under the terms of
10 this Decision.

11 5. If Respondent pays the monetary penalty and if no
12 further cause for disciplinary action against the real estate
13 license of Respondent occurs within two (2) years from the
14 effective date of the Decision, the stay hereby granted shall
15 become permanent.

16 B. The remaining sixty (60) days of the ninety (90)
17 day suspension shall be stayed for two (2) years upon the
18 following terms and conditions:

19 1. Respondent shall obey all laws, rules and
20 regulations governing the rights, duties and responsibilities of
21 a real estate licensee in the State of California; and

22 2. That no final subsequent determination be made,
23 after hearing or upon stipulation, that cause for disciplinary
24 action occurred within two (2) years of the effective date of
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1 this Decision. Should such a determination be made, the
2 Commissioner may, in his discretion, vacate and set aside the
3 stay order and reimpose all or a portion of the stayed
4 suspension. Should no such determination be made, the stay
5 imposed herein shall become permanent.
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7 IV. All licenses and licensing rights of Respondent
8 OCTAVIO CORONA are indefinitely suspended unless or until
9 Respondent provides proof satisfactory to the Commissioner, of
10 having taken and successfully completed the continuing
11 education course on trust fund accounting and handling
12 specified in paragraph (3) of subdivision (a) of Section
13 10170.5 of the Code. Proof of satisfaction of this requirement
14 includes evidence that respondent has successfully completed
15 the trust fund account and handling continuing education course
16 within 120 days prior to the effective date of the Decision in
17 this matter.
18

19 V. Pursuant to Section 10148 of the Business and
20 Professions Code, Respondent OCTAVIO CORONA shall pay the
21 Commissioner's reasonable cost for the audits which led to this
22 disciplinary action only since the licenses of Respondents
23 Camino Realty Inc. and Camino Realty Mortgage Services Inc. are
24 revoked by the terms of this Decision. The costs of the audits
25 which led to this disciplinary action are as follows: (a)
26 Camino Realty Inc. in the amount of \$8,460.00; and (b) Camino
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1 Realty Mortgage Services Inc. in the amount of \$4,757.00. In
2 calculating the amount of the Commissioner's reasonable cost,
3 the Commissioner may use the estimated average hourly salary
4 for all persons performing audits of real estate brokers, and
5 shall include an allocation for travel time to and from the
6 auditor's place of work.

8 VI. Within one year of the effective date of the
9 Decision, Respondent shall make restitution to those persons
10 who allegedly suffered monetary loss as a result of the
11 allegations set forth in the Accusation filed in this case as
12 follows:

14 1. Respondent shall provide proof of restitution
15 satisfactory to the Real Estate Commissioner of restitution to
16 the following individuals and in the amounts specified:

17 a. Marcell J. Rosno in the amount of \$3,000; and

18 b. Eduardo Aviles in the amount of \$2,995.00.

20 2. All proof of payment of restitution shall be
21 submitted to Department Counsel Cheryl Keily, Attention: Legal
22 Section, Department of Real Estate, 320 W. Fourth St., Suite
23 350, Los Angeles, California 90013-1105, on or before the time
24 set for performance.

25 3. If Respondent fails to satisfy these conditions,
26 the Real Estate Commissioner may order suspension of
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1 Respondent's license until Respondent provides proof of
2 restitution satisfactory to the Commissioner.

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4 DATED:

June 14, 2012


CHERYL D. KEILY, Counsel
DEPARTMENT OF REAL ESTATE

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6 * * *

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

18
19 Respondent can signify acceptance and approval of the
20 terms and conditions of this Stipulation and Agreement by
21 faxing a copy of its signature page, as actually signed by
22 Respondent, to the Department at the following telephone/fax
23 number (213) 576-6917. Respondent agrees, acknowledges, and
24 understands that by electronically sending to the Department a
25 fax copy of his actual signature as it appears on the
26 Stipulation and Agreement, that receipt of the faxed copy by
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1 the Department shall be as binding on Respondent as if the
2 Department had received the original signed Stipulation and
3 Agreement.

4 DATED: 6/14/12


OCTAVIO CORONA,
Respondent

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9 The foregoing Stipulation and Agreement is hereby
10 adopted as my Decision in this matter and shall become
11 effective at 12 o'clock noon on SEP 17 2012, 2012.

12 IT IS SO ORDERED August 11, 2012.

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14 REAL ESTATE COMMISSIONER
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16 By WAYNE S. BELL
17 Chief Counsel

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