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1 Department of Real Estate
2 320 West 4th Street, Ste. 350
3 Los Angeles, California 90013-1105
4 Telephone: (213) 576-6982

FILED

JUN 11 2013

DEPARTMENT OF REAL ESTATE

BY: 

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

| | | |
|---|---|--------------------|
| In the Matter of the Accusation of |) | No. H-38267 LA |
| |) | 2012090663 |
| WALLSTREET REALTY AND INVESTMENTS, |) | |
| INC.; <u>MARIO N. LOPEZ</u> , as former designated |) | |
| officer of Wallstreet Realty and Investments, Inc.; |) | <u>STIPULATION</u> |
| and <u>SERGIO TAFOLLA</u> , as former designated |) | <u>AND</u> |
| officer of Wallstreet Realty and Investments, Inc., |) | <u>AGREEMENT</u> |
| |) | |
| Respondents. |) | |

18 It is hereby stipulated by and between Respondent MARIO N. LOPEZ,
19 individually and as a former designated officer of Wallstreet Realty and Investments, Inc.
20 ("Respondent LOPEZ") and the Complainant, acting by and through Diane Lee, Counsel for the
21 Department of Real Estate, as follows for the purpose of settling and disposing of the Accusation
22 ("Accusation") filed on July 16, 2012, in this matter:

23 1. All issues which were to be contested and all evidence which were to be
24 presented by Complainant and Respondent LOPEZ 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 of
27 this Stipulation and Agreement ("Stipulation").

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

4 3. Respondent LOPEZ timely filed a Notice of Defense pursuant to California
5 Government Code Section 11506 for the purpose of requesting a hearing on the allegations in the
6 Accusation. Respondent LOPEZ hereby freely and voluntarily withdraws said Notice of
7 Defense. Respondent LOPEZ acknowledges that he understands that by withdrawing said Notice
8 of Defense he thereby waives his right to require the Commissioner to prove the allegations in
9 the Accusation at a contested hearing held in accordance with the provisions of the APA and that
10 he will waive other rights afforded to him in connection with the hearing such as the right to
11 present evidence in his defense and the right to cross-examine witnesses.

12 4. This Stipulation is based on the factual allegations contained in the Accusation.
13 In the interest of expedience and economy, Respondent LOPEZ chooses not to contest these
14 allegations, but to remain silent and understand that, as a result thereof, these factual allegations,
15 without being admitted or denied, will serve as a prima facie basis for the disciplinary action
16 stipulated to herein. The Real Estate Commissioner shall not be required to provide further
17 evidence to prove said factual allegations.

18 5. This Stipulation is made for the purpose of reaching an agreed disposition of
19 this proceeding and is expressly limited to this proceeding and any other proceeding or case in
20 which the Department of Real Estate, the state or federal government, or any agency of this state,
21 or another state or federal government is involved.

22 6. It is understood by the parties that the Real Estate Commissioner may adopt
23 this Stipulation as his Decision in this matter thereby imposing the penalty and sanctions on
24 Respondent LOPEZ's real estate licenses and license rights as set forth in the "Order" herein
25 below. In the event that the Commissioner in his discretion does not adopt this Stipulation, it
26 shall be void and of no effect and Respondent LOPEZ shall retain the right to a hearing and
27 proceeding on the Accusation under the provisions of the APA and shall not be bound by this

1 Stipulation and Agreement herein.

2 7. The Order or any subsequent Order of the Real Estate Commissioner made
3 pursuant to this Stipulation and Agreement herein shall not constitute an estoppel, merger, or bar
4 to any further administrative or civil proceedings by the Department of Real Estate with respect
5 to any matters which were not specifically alleged to be causes for Accusation in this proceeding,
6 but do constitute a bar, estoppel, and merger as to any allegations specifically and actually
7 contained in the Accusation against Respondent Lopez herein.

8 8. Respondent LOPEZ understands that by agreeing to this Stipulation and
9 Agreement, Respondent LOPEZ agrees to pay, pursuant to California Business and Professions
10 Code Section 10148, the cost of the audit of Wallstreet Realty and Investments, Inc. joint and
11 severally with Respondent Sergio Tafolla. The amount of said cost for the original audit
12 (LA090150) is \$1,298.50.

13 9. Respondent LOPEZ understands that by agreeing to this Stipulation and
14 Agreement, Respondent LOPEZ agrees to pay, pursuant to California Business and Professions
15 Code Section 10106, the cost of the investigation and enforcement joint and severally with
16 Respondent Sergio Tafolla. The amount of investigation and enforcement cost is \$2,428.70.

17
18 DETERMINATION OF ISSUES

19 By reason of the foregoing, it is stipulated and agreed that the following
20 determination of issues shall be made:

21 I.

22 The conduct, acts, or omissions of Respondent LOPEZ, as described in the
23 Accusation and Paragraph 4, herein above, are in violation of California Business and
24 Professions Code Sections 10145, 10159.5, 10160, and 10148 and California Code of
25 Regulations ("Regulation"), Sections 2831, 2831.1, 2831.2, 2832(a), 2834, 2731, 2753, and
26 2726, and are a basis for discipline of Respondent LOPEZ's license and license rights as
27 violation of the Real Estate Law pursuant to California Business and Professions Code Sections

1 10177(d), 10176(e), and 10177(g).

2 II.

3 The conduct, acts or omissions of Respondent LOPEZ, as described in the
4 Accusation and Paragraph 4, herein above, are in violation of California Business and
5 Professions Code Section 10159.2 and Regulation Section 2725, and are a basis for discipline of
6 Respondent LOPEZ's license and license rights as violations of the Real Estate Law pursuant to
7 California Business and Professions Code Section 10177(h).

8
9 ORDER

10 WHEREFORE, THE FOLLOWING ORDER is hereby made:

11 I.

12 All licenses and licensing rights of Respondent MARIO N. LOPEZ under the Real
13 Estate Law are revoked; provided, however, a restricted real estate broker license shall be issued
14 to Respondent LOPEZ pursuant to California Business and Professions Code Section 10156.5 if
15 Respondent LOPEZ makes application therefor, and pays to the Department the appropriate fee
16 for the restricted license within ninety (90) days from the effective date of this Decision. The
17 restricted license issued to Respondent LOPEZ shall be subject to all of the provisions of
18 California Business and Professions Code Section 10156.7 and to the following limitations,
19 conditions, and restriction imposed under authority of California Business and Professions Code
20 Section 10156.6:

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

25 2. The restricted license issued to Respondent LOPEZ may be suspended prior to
26 hearing by Order of the Real Estate Commissioner on evidence satisfactory to the Commissioner
27 that Respondent LOPEZ has violated provisions of the California Real Estate Law, the

1 Subdivided Lands Law, Regulations of the Real Estate Commissioner, or conditions attaching to
2 the restricted license.

3 3. Respondent shall not be eligible to apply for the issuance of an unrestricted
4 real estate license nor for the removal of any of the conditions, limitations, or restrictions of a
5 restricted license until two (2) years have elapsed from the effective date of this Decision.

6 4. Respondent LOPEZ shall, within six (6) months from the effective date of the
7 Decision, take and pass the Professional Responsibility Examination administered by the
8 Department of Real Estate including the payment of the appropriate examination fee. If
9 Respondent fails to satisfy this condition, the Commissioner may order suspension of
10 Respondent's license until Respondent passes the examination. The Commissioner shall afford
11 Respondent the opportunity for a hearing pursuant to the Administrative Procedure Act to present
12 such evidence.

13 5. Respondent LOPEZ shall, within nine (9) months from the effective date of
14 this Decision, present evidence satisfactory to the Real Estate Commissioner that Respondent
15 has, since the most recent issuance of an original or renewal real estate license, taken and
16 successfully completed the continuing education requirements of Article 2.5 of Chapter 3 of the
17 Real Estate Law for renewal of a real estate license. If Respondent fails to satisfy this condition,
18 the Commissioner may order the suspension of Respondent's license until Respondent presents
19 such evidence. The Commissioner shall afford Respondent the opportunity for a hearing
20 pursuant to the Administrative Procedure Act to present such evidence.

21 6. During the two (2) year period above, Respondent LOPEZ shall not serve as
22 the designated broker at any corporate real estate broker unless and until Respondent LOPEZ is
23 the sole owner of record of the controlling shares of the corporation.

24 II.

25 Pursuant to California Business and Professions Code Section 10148, Respondent
26 LOPEZ shall pay the Commissioner's reasonable cost for: (a) the audit which led to this
27 disciplinary action and (b) a subsequent audit to determine if Respondent has corrected the trust

1 fund violations found in the Determination of Issues, herein. In calculating the amount of the
2 Commissioner's reasonable cost, the Commissioner may use the estimated average hourly salary
3 for all persons performing audits of real estate brokers, and shall include an allocation for travel
4 time to and from the auditor's place of work and per diem. The cost of the original audit which
5 led to this disciplinary action is \$1,298.50. The cost of the subsequent audit shall be no greater
6 than \$1,298.50.

7 Respondent LOPEZ shall pay the cost of audit within 60 days of receiving an
8 invoice from the Commissioner detailing the activities performed during the audit and the
9 amount of time spent performing those activities.

10 The Commissioner may suspend the license of Respondent LOPEZ pending a
11 hearing held in accordance with California Government Code Section 11500, et seq., if payment
12 is not timely made as provided for herein, or as provided for in a subsequent agreement between
13 the Respondent and the Commissioner. The suspension shall remain in effect until payment is
14 made in full or until Respondent enters into an agreement satisfactory to the Commissioner to
15 provide for payment, or until a decision providing otherwise is adopted following a hearing held
16 pursuant to this condition.

17 III.

18 Pursuant to California Business and Professions Code Section 10106, Respondent
19 LOPEZ shall pay the Commissioner's reasonable cost for investigation and enforcement of the
20 matter. The investigation and enforcement cost which led to this disciplinary action is \$2,428.70.
21 Said payment shall be made within sixty (60) days after the effective date of this Decision. Said
22 payment shall be in the form of a cashier's check or certified check made payable to the
23 Department of Real Estate. Said check must be received by the Department of Real Estate prior
24 to the effective date of the Decision in this matter.

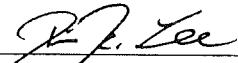
25 The Commissioner may suspend the licenses of Respondent LOPEZ pending a
26 hearing held in accordance with California Government Code Section 11500, et seq., if payment
27 is not timely made as provided for herein, or as provided for in a subsequent agreement between

1 the Respondent LOPEZ and the Commissioner. The suspension shall remain in effect until
2 payment is made in full or until Respondents enter into an agreement satisfactory to the
3 Commissioner to provide for payment, or until a decision providing otherwise is adopted
4 following a hearing held pursuant to this condition.

5 IV.

6 All proof required by this Decision shall be submitted to the Department of Real
7 Estate at: Department of Real Estate, Attention: Legal Section – Counsel Diane Lee, 320 West
8 Fourth Street, Suite 350, Los Angeles, California 90013-1105.

9 DATED: 04/18/2013


DIANE LEE, Counsel for
Department of Real Estate

12 * * *

13 EXECUTION OF THE STIPULATION

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

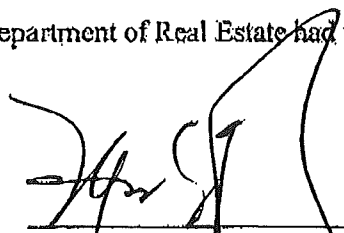
21 MAILING AND FACSIMILE

22 Respondent LOPEZ (1) shall mail the original signed signature page of the
23 Stipulation herein to Department of Real Estate, Attention: Legal Section – Diane Lee, 320 West
24 Fourth Street, Suite 350, Los Angeles, California 90013-1105. Respondent LOPEZ shall also (2)
25 facsimile a copy of signed signature page, to the Department of Real Estate at the following
26 telephone/fax number: (213) 576-6917, Attention: Diane Lee.

27 A facsimile constitutes acceptance and approval of the terms and conditions of

1 this stipulation. Respondents agree, acknowledge, and understand that by electronically sending
2 to the Department of Real Estate a facsimile copy of Respondent's actual signature as it appears
3 on the Stipulation that receipt of the facsimile copy by the Department of Real Estate shall be as
4 binding on Respondent LOPEZ as if the Department of Real Estate had received the original
5 signed stipulation.

6
7 DATED: 3/18/13


MARIO N. LOPEZ, Respondent,
Individually and as designated officer of Wallstreet
Realty and Investments, Inc.

10 * * *

11 The foregoing Stipulation and Agreement is hereby adopted as my Decision as to
12 Respondent MARIO N. LOPEZ, and shall become effective at 12 o'clock noon on
13 _____, 2013.

15 IT IS SO ORDERED _____, 2013.

17 REAL ESTATE COMMISSIONER

20 _____
21 WAYNE S. BELL

22 Note: Other pages will be sent
23 by regular mail
24
25
26
27

1 this stipulation. Respondents agree, acknowledge, and understand that by electronically sending
2 to the Department of Real Estate a facsimile copy of Respondent's actual signature as it appears
3 on the Stipulation that receipt of the facsimile copy by the Department of Real Estate shall be as
4 binding on Respondent LOPEZ as if the Department of Real Estate had received the original
5 signed stipulation.

6
7 DATED: _____

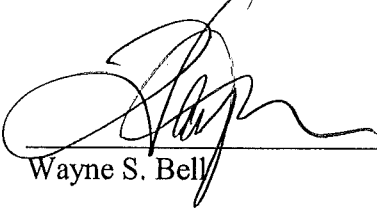
8 MARIO N. LOPEZ, Respondent,
9 Individually and as designated officer of Wallstreet
10 Realty and Investments, Inc.

11 * * *

12 The foregoing Stipulation and Agreement is hereby adopted as my Decision as to
13 Respondent MARIO N. LOPEZ, and shall become effective at 12 o'clock noon on
14 JUL 1 2013

15 IT IS SO ORDERED 5/19/2013

16 REAL ESTATE COMMISSIONER

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19 
20
21 Wayne S. Bell