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JUN 09 2021

DEPT. OF REAL ESTATE

By _____

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

BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

In the Matter of the Accusation of
SARINANA, INC. dba Century 21 A Better Service Realty;
DAVID SARINANA, individually and as designated officer of Sarinana, Inc.;
ROMAN ARIEL MEZA; and
CARLOS ALBERTO OTERO,
Respondents.

No. H-41659 LA

AMENDED
STIPULATION AND
AGREEMENT FOR
SARINANA, INC. AND
DAVID SARINANA

This Amended Stipulation and Agreement for Sarinana, Inc. and David Sarinana amends the Stipulation and Agreement for Sarinana, Inc. and David Sarinana filed on April 20, 2021.

It is hereby stipulated by and between Respondents SARINANA, INC. ("ST") and DAVID SARINANA ("D. SARINANA"), both represented by Andrew L. Leff, Esq., and the Complainant, acting by and through Diane Lee, Counsel for the Department of Real Estate, as follows for the purpose of settling and disposing of the Accusation ("Accusation") filed on or about May 8, 2020, in this matter:

- 1. All issues which were to be contested and all evidence which were to be

1 presented by Complainant and Respondents SI and D. SARINANA at a formal hearing on the
2 Accusation, which hearing was to be held in accordance with the provisions of the California
3 Administrative Procedure Act ("APA"), shall instead and in place thereof be submitted solely on
4 the basis of the provisions of this Stipulation and Agreement ("Stipulation").

5 2. Respondents SI and D. SARINANA have received and read, and understand
6 the Statement to Respondent, the Discovery Provisions of the APA, and the Accusation filed by
7 the Department of Real Estate in this proceeding.

8 3. Respondents SI and D. SARINANA each filed a Notice of Defense pursuant to
9 California Government Code section 11506 for the purpose of requesting a hearing on the
10 allegations in the Accusation. Respondents SI and D. SARINANA hereby freely and voluntarily
11 withdraw said Notices of Defense. Respondents SI and D. SARINANA acknowledge that they
12 understand that by withdrawing said Notices of Defense, they thereby waive their right to require
13 the Commissioner to prove the allegations in the Accusation at a contested hearing held in
14 accordance with the provisions of the APA and that Respondents SI and D. SARINANA will
15 waive other rights afforded to them in connection with the hearing such as the right to present
16 evidence in their defense and the right to cross-examine witnesses.

17 4. This Stipulation is based on the factual allegations contained in the
18 Accusation. In the interest of expedience and economy, Respondents SI and D. SARINANA
19 choose not to contest these allegations, but to remain silent, and understand that, as a result
20 thereof, these factual allegations, without being admitted or denied, will serve as a prima facie
21 basis for the disciplinary action stipulated to herein. The Real Estate Commissioner shall not be
22 required to provide further evidence to prove said factual allegations.

23 5. This Stipulation and Respondents SI's and D. SARINANA's decision not to
24 contest the Accusation are made for the purpose of reaching an agreed disposition of this
25 proceeding, and are expressly limited to this proceeding and any other proceeding or case in
26 which the Department, the state of federal government, or an agency of this state, another state,
27 or federal government is involved, and otherwise shall not be admissible in any other criminal or

1 Estate under the terms of this Decision.

2 5. If Respondent SI pays the monetary penalty and if no further cause for
3 disciplinary action against the real estate license of Respondent SI occurs within three (3) years
4 from the effective date of the Decision, the stay hereby granted shall become permanent.

5 B. The remaining sixty (60) days of the ninety (90) day suspension shall be
6 stayed for three (3) years upon the following terms and conditions:

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

9 2. That no final subsequent determination be made after hearing or upon
10 stipulation, that cause for disciplinary action occurred within three (3) years from the effective
11 date of this Decision. Should such a determination be made, the Commissioner may, in his
12 discretion, vacate, and set aside the stay order and re-impose all or a portion of the stayed
13 suspension. Should no such determination be made, the stay imposed herein shall become
14 permanent.

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(DAVID SARINANA: SUSPENSION)

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II.

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All licenses and licensing rights of Respondent D. SARINANA under the Real
Estate Law are suspended for a period of ninety (90) days from the effective date of this
Decision:

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A. Provided, however, that the initial thirty (30) days of said suspension shall be
stayed upon condition that:

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1. Respondent D. SARINANA pays a monetary penalty pursuant to California
Business and Professions Code section 10175.2 at the rate of \$100.00 per day for a monetary
penalty of \$3,000.00 total.

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2. Said payment shall be in the form of a cashier's check or certified check made
payable to the Recovery Account of the Real Estate Fund. Said check must be received by the

1 Department of Real Estate prior to the effective date of the Decision in this matter.

2 3. No further cause for disciplinary action against the real estate license of
3 Respondent D. SARINANA occurs within three (3) years from the effective date of the Decision
4 in this matter.

5 4. If Respondent D. SARINANA fails to pay the monetary penalty in accordance
6 with the terms of the Decision, the Commissioner may, without a hearing, order the immediate
7 execution of all or any part of the stayed suspension, in which event Respondent D. SARINANA
8 shall not be entitled to any repayment nor credit, prorated or otherwise, for money paid to the
9 Department of Real Estate under the terms of this Decision.

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

14 B. The remaining sixty (60) days of the ninety (90) day suspension shall be
15 stayed for three (3) years upon the following terms and conditions:

16 1. Respondent D. SARINANA shall obey all laws, rules, and regulations
17 governing the rights, duties, and responsibilities of a real estate licensee in the State of
18 California; and

19 2. That no final subsequent determination be made after hearing or upon
20 stipulation, that cause for disciplinary action occurred within three (3) years from the effective
21 date of this Decision. Should such a determination be made, the Commissioner may, in his
22 discretion, vacate, and set aside the stay order and re-impose all or a portion of the stayed
23 suspension. Should no such determination be made, the stay imposed herein shall become
24 permanent.

25 3. Respondent D. SARINANA shall notify the Commissioner in writing within
26 72 hours of any arrest by sending a certified letter to the Commissioner at the Department of
27 Real Estate, P.O. Box 137013, Sacramento, CA 95813-7013. The letter shall set forth the date


1 of Respondent D. SARINANA's arrest, the crime for which Respondent D. SARINANA was
2 arrested, and the name and address of the arresting law enforcement agency. Respondent D.
3 SARINANA's failure to timely file written notice shall constitute an independent violation of
4 the terms of the license and shall be grounds for the suspension or revocation of that license.

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6 (SI AND D. SARINANA: INVESTIGATION AND ENFORCEMENT COSTS)

7 III.

8 Respondents SI AND D. SARINANA shall, within thirty (30) days from the
9 effective date of this Decision and Order, pay the sum of \$5,301.00 for the Commissioner's
10 reasonable cost for investigation and enforcement which led to this disciplinary action with joint
11 and several liability. Said payment shall be in the form of a cashier's check made payable to the
12 Department of Real Estate. The investigative and enforcement costs must be delivered to the
13 Department of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013,
14 within six (6) months from the effective date of this Decision and Order. If the costs of
15 investigation and enforcement are not paid within six (6) months from the effective date of this
16 Decision and Order, the licenses and license rights of Respondents SI AND D. SARINANA shall
17 automatically be suspended until full payment is made.

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19 DATED: 05/05/2021

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DIANE LEE, Counsel for
Department of Real Estate

21 * * *

22 EXECUTION OF THE STIPULATION

23 I, DAVID SARINANA, individually and as designated officer of SARINANA,
24 INC., have read the Stipulation and discussed it with our attorney, Andrew L. Leff, Esq. Its
25 terms are understood by SI and me, and are agreeable and acceptable to SI and me. I understand
26 that SI and I are waiving rights given to SI and me by the California APA (including, but not
27

1 limited to, California Government Code sections 11506, 11508, 11509, and 11513), and SI and I
2 willingly, intelligently, and voluntarily waive those rights, including, but not limited to, the right
3 of requiring the Commissioner to prove the allegations in the Accusation at a hearing at which SI
4 and I would have the right to cross-examine witnesses against SI and me, and to present evidence
5 in defense and mitigation of the charges.

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7 MAILING AND FACSIMILE

8 Respondents SI AND D. SARINANA (1) shall mail the original signed signature
9 page of this Stipulation herein to Department of Real Estate, Attention: Legal Section - Diane
10 Lee, 320 West Fourth Street, Suite 350, Los Angeles, California 90013-1105. Respondents SI
11 AND D. SARINANA shall also (2) facsimile a copy of signed signature page, to the Department
12 of Real Estate at the following telephone/fax number: (213) 576-6917, Attention: Diane Lee.

13 A facsimile constitutes acceptance and approval of the terms and conditions of
14 this Stipulation. Respondents SI AND D. SARINANA agree, acknowledge, and understand that
15 by electronically sending to the Department of Real Estate a facsimile copy of the actual
16 signature of D. SARINANA, individually and as designated officer of SI, as it appears on the
17 Stipulation that receipt of the facsimile copy by the Department of Real Estate shall be as
18 binding on Respondents SI AND D. SARINANA as if the Department of Real Estate had
19 received the original signed Stipulation.

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21 DATED: 05-05-2021




SARINANA, INC., by David Sarinana (designated officer)

22
23 DATED: 05-05-2021

DAVID SARINANA

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25 DATED: 5-6-21



ANDREW L. LEFF, ESQ.
Attorney for Respondents SARINANA, INC. and DAVID
SARINANA

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The foregoing Stipulation and Agreement is hereby adopted as my Decision as to Respondents SARINANA, INC. and DAVID SARINANA, and shall become effective at 12 o'clock noon on June 30, 2021.

IT IS SO ORDERED May 6-3-21, 2021.

DOUGLAS R. McCAULEY
REAL ESTATE COMMISSIONER

