

**FILED**

**JUL 14 2022**

**DEPT. OF REAL ESTATE**  
By \_\_\_\_\_

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

4 Telephone: (213) 576-6982

8 BEFORE THE DEPARTMENT OF REAL ESTATE

9 STATE OF CALIFORNIA

10 \* \* \*

11 In the Matter of the Accusation of	)	No. H-42200 LA
	)	
12 <u>CARLOS NAVA;</u>	)	
	)	
13 MAJESTY ONE PROPERTIES, INC.; and	)	STIPULATION
	)	AND
14 JULIO CESAR CARDENAS, individually and	)	AGREEMENT
15 as designated officer of Majesty One Properties,	)	
16 Inc.,	)	
	)	
17 Respondents.	)	

18  
19 It is hereby stipulated by and between Respondent CARLOS NAVA  
20 (“NAVA”), representing himself, and the Complainant, acting by and through Diane Lee,  
21 Counsel for the Department of Real Estate, as follows for the purpose of settling and disposing  
22 of the Accusation (“Accusation”) filed on January 13, 2022, 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 NAVA at a formal hearing on the Accusation, which  
25 hearing was to be held in accordance with the provisions of the California Administrative  
26  
27

1 Procedure Act (“APA”), shall instead and in place thereof be submitted solely on the basis of the  
2 provisions of this Stipulation and Agreement (“Stipulation”).

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

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

15           4. This Stipulation is based on the factual allegations contained in the  
16 Accusation. Respondent NAVA chooses not to contest these allegations, and understands that as  
17 a result thereof, these factual allegations will serve as a prima facie basis for the disciplinary  
18 action stipulated to herein. The Real Estate Commissioner shall not be required to provide  
19 further evidence to prove said factual allegations.

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

27

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

7                     7. Respondent NAVA understands that by agreeing to this Stipulation,  
8 Respondent NAVA agrees to pay, pursuant to California Business and Professions Code section  
9 10106, the cost of the investigation and enforcement with joint and several liability with  
10 Respondents Majesty One Properties, Inc. and Julio Cesar Cardenas. The amount of  
11 investigation and enforcement cost is \$4,537.83.

12  
13                     **DETERMINATION OF ISSUES**

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

16                     The conduct, acts, or omissions of Respondent NAVA, as described in the  
17 Accusation and Paragraph 4, above, are a basis for discipline of Respondent NAVA's license and  
18 license rights pursuant to California Business and Professions Code sections 10130, 10137,  
19 10176(a), 10177(d), and 10177(h).

20  
21                     **ORDER**

22                     WHEREFORE, THE FOLLOWING ORDER is hereby made:

23  
24                     **(SUSPENSION)**

25                     **I.**

26                     All licenses and licensing rights of Respondent NAVA under the Real Estate Law  
27 are suspended for a period of forty-five (45) days from the effective date of this Decision:

1           A. Provided, however, that the initial fifteen (15) days of said suspension shall be  
2 stayed upon condition that:

3                   1. Respondent NAVA pays a monetary penalty pursuant to California Business  
4 and Professions Code section 10175.2 at the rate of \$100.00 per day for a monetary penalty of  
5 \$1,500.00 total.

6                   2. Said payment shall be in the form of a cashier's check or certified check made  
7 payable to the Recovery Account of the Real Estate Fund. Said check must be received by the  
8 Department of Real Estate prior to the effective date of the Decision in this matter.

9                   3. No further cause for disciplinary action against the real estate license of  
10 Respondent WSI occurs within three (3) years from the effective date of the Decision in this  
11 matter.

12                   4. If Respondent NAVA fails to pay the monetary penalty in accordance with the  
13 terms of the Decision, the Commissioner may, without a hearing, order the immediate execution  
14 of all or any part of the stayed suspension, in which event Respondent NAVA shall not be  
15 entitled to any repayment nor credit, prorated or otherwise, for money paid to the Department of  
16 Real Estate under the terms of this Decision.

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

20           B. The remaining thirty (30) days of the forty-five (45) day suspension shall be  
21 stayed for three (3) years upon the following terms and conditions:

22                   i. Respondent NAVA shall obey all laws, rules, and regulations governing the  
23 rights, duties, and responsibilities of a real estate licensee in the State of California; and

24                   ii. That no final subsequent determination be made after hearing or upon  
25 stipulation, that cause for disciplinary action occurred within three (3) years from the effective  
26 date of this Decision. Should such a determination be made, the Commissioner may, in his  
27 discretion, vacate, and set aside the stay order and re-impose all or a portion of the stayed

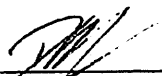
1 suspension. Should no such determination be made, the stay imposed herein shall become  
2 permanent.

3  
4 (INVESTIGATION AND ENFORCEMENT COSTS)

5 II.

6 Respondent NAVA shall, within six (6) months from the effective date of this  
7 Decision and Order, pay the sum of \$4,537.83 with joint and several liability with Respondents  
8 Majesty One Properties, Inc. and Julio Cesar Cardenas for the Commissioner's reasonable cost  
9 for investigation and enforcement which led to this disciplinary action.<sup>1</sup> Said payment shall be in  
10 the form of a cashier's check made payable to the Department of Real Estate. The investigative  
11 and enforcement costs must be delivered to the Department of Real Estate, Flag Section at P.O.  
12 Box 137013, Sacramento, CA 95813-7013, within six (6) months from the effective date of this  
13 Decision and Order. If the costs of investigation and enforcement are not paid within six (6)  
14 months from the effective date of this Decision and Order, the license and license rights of  
15 Respondent NAVA shall automatically be suspended until full payment is made.

16  
17 DATED: 04/16/2022

  
\_\_\_\_\_  
DIANE LEE,  
Counsel for Department of Real Estate

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19  
20 \* \* \*

21 EXECUTION OF THE STIPULATION

22 I, CARLOS NAVA, have read the Stipulation. Its terms are understood by me,  
23 and are agreeable and acceptable to me. I understand that I am waiving rights given to me by the  
24 California APA (including, but not limited to, California Government Code sections 11506,  
25

26 \_\_\_\_\_  
27 <sup>1</sup> To date, there is no decision ordering Respondents Majesty One Properties, Inc. and/or Julio Cesar Cardenas to pay investigation and enforcement costs.

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

5  
6 MAILING AND E-MAIL

7 Respondent NAVA shall mail the original signed signature page of  
8 this Stipulation herein to Department of Real Estate, Attention: Legal Section – Diane Lee, 320  
9 West Fourth Street, Suite 350, Los Angeles, California 90013-1105.

10 In the event of time constraints before an administrative hearing, Respondent  
11 NAVA can signify acceptance and approval of the terms and conditions of this Stipulation and  
12 Agreement by emailing a scanned copy of the signature page, as actually signed by Respondent  
13 NAVA, to the Department counsel assigned to this case. Respondent NAVA agrees,  
14 acknowledges, and understands that by electronically sending the Department a scan  
15 of Respondent NAVA’s actual signature as it appears on the Stipulation and Agreement that  
16 receipt of the scan by the Department shall be binding on Respondent NAVA as if the  
17 Department had received the original signed Stipulation.

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Respondent NAVA's signature below constitutes acceptance and approval of the terms and conditions of this Stipulation. Respondent NAVA agrees, acknowledges, and understands that by signing this Stipulation, Respondent NAVA are bound by its terms as of the date of his signature, and that this agreement is not subject to rescission or amendment at a later date except by a separate Decision and Order of the Real Estate Commissioner.

DATED: 4-16-22   
CARLOS NAVA

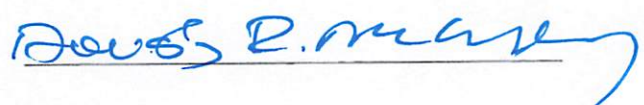
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The foregoing Stipulation and Agreement is hereby adopted as my Decision as to Respondents CARLOS NAVA, and shall become effective at 12 o'clock noon on

08/03/2022.

IT IS SO ORDERED 7.8.22.

DOUGLAS R. McCAULEY  
REAL ESTATE COMMISSIONER



**FILED**

**JUL 14 2022**

**DEPT. OF REAL ESTATE**

By \_\_\_\_\_

1 Department of Real Estate  
320 West 4th Street, Suite 350  
2 Los Angeles, California 90013

3 Telephone: (213) 576-6982  
4  
5  
6  
7

8 **BEFORE THE DEPARTMENT OF REAL ESTATE**

9 **STATE OF CALIFORNIA**

10 \* \* \*

11 In the Matter of the Accusation of )

No. H-42200 LA

12 CARLOS NAVA; )  
13

14 MAJESTY ONE PROPERTIES, INC.; and )

STIPULATION  
AND  
AGREEMENT

15 JULIO CESAR CARDENAS, individually and )  
16 as designated officer of Majesty One Properties,  
Inc., )

17 Respondents. )

18  
19 It is hereby stipulated by and between Respondent MAJESTY ONE  
20 PROPERTIES, INC. ("MOPI") and JULIO CESAR CARDENAS ("CARDENAS"), represented  
21 by Frank M. Buda, Esq., and the Complainant, acting by and through Diane Lee, Counsel for  
22 the Department of Real Estate, as follows for the purpose of settling and disposing of the  
23 Accusation ("Accusation") filed on January 13, 2022, in this matter:

24 1. All issues which were to be contested and all evidence which were to be  
25 presented by Complainant and Respondents MOPI and CARDENAS at a formal hearing on the  
26 Accusation, which hearing was to be held in accordance with the provisions of the California  
27



1 Administrative Procedure Act (“APA”), shall instead and in place thereof be submitted solely on  
2 the basis of the provisions of this Stipulation and Agreement (“Stipulation”).

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

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

15           4. This Stipulation is based on the factual allegations contained in the  
16 Accusation. Respondents MOPI and CARDENAS choose not to contest these allegations, and  
17 understand that as a result thereof, these factual allegations will serve as a prima facie basis  
18 for the disciplinary action stipulated to herein. The Real Estate Commissioner shall not be  
19 required to provide further evidence to prove said factual allegations.

20           5. It is understood by the parties that the Real Estate Commissioner may adopt  
21 this Stipulation as his Decision in this matter thereby imposing the penalties and sanctions on  
22 the real estate license and license rights of Respondents MOPI and CARDENAS as set forth in  
23 the below “Order.” In the event that the Commissioner in his discretion does not adopt this  
24 Stipulation, it shall be void and of no effect, and Respondents MOPI and CARDENAS shall  
25 retain the right to a hearing and proceeding on the Accusation under the provisions of the APA  
26 and shall not be bound by this Stipulation herein.

27

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

7                 7. Respondents MOPI and CARDENAS understand that by agreeing to this  
8 Stipulation, Respondents MOPI and CARDENAS agree to pay, pursuant to California Business  
9 and Professions Code section 10106, the cost of the investigation and enforcement with joint and  
10 several liability with Respondents Majesty One Properties, Inc. and Julio Cesar Cardenas. The  
11 amount of investigation and enforcement cost is \$4,721.83.

#### 12 13   DETERMINATION OF ISSUES

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

16                 The conduct, acts, or omissions of Respondents MOPI and CARDENAS, as  
17 described in the Accusation and Paragraph 4, above, are a basis for discipline of Respondents  
18 MOPI's and CARDENAS's licenses and license rights pursuant to California Business and  
19 Professions Code sections 10159.2, 10137, and 10177(h) and California Code of Regulations,  
20 title 10, chapter 6, section 2725.

#### 21 22   ORDER

23                 WHEREFORE, THE FOLLOWING ORDER is hereby made:

24                 1. All licenses and licensing rights of Respondents MOPI and CARDENAS are  
25 hereby publicly reprovod.

26                 2. Respondents MOPI and CARDENAS shall, within six (6) months from the  
27 effective date of this Decision and Order, pay the sum of \$4,721.83 with joint and several

1 liability with Respondent Carlos Nava for the Commissioner's reasonable cost for investigation  
2 and enforcement which led to this disciplinary action. Said payment shall be in the form of a  
3 cashier's check made payable to the Department of Real Estate. The investigative and  
4 enforcement costs must be delivered to the Department of Real Estate, Flag Section at P.O. Box  
5 137013, Sacramento, CA 95813-7013, within six (6) months from the effective date of this  
6 Decision and Order. If the costs of investigation and enforcement are not paid within six (6)  
7 months from the effective date of this Decision and Order, the licenses and license rights of  
8 Respondents MOPI and CARDENAS shall automatically be suspended until full payment is  
9 made.

10  
11 DATED: 06/06/2022

  
\_\_\_\_\_  
DIANE LEE,  
Counsel for Department of Real Estate

12  
13  
14 \* \* \*

15 EXECUTION OF THE STIPULATION

16 I, JULIO CESAR CARDENAS, individually and as designated officer of Majesty  
17 One Properties, Inc., have read the Stipulation and discussed it with our attorney, Frank Buda,  
18 Esq. Its terms are understood by me and Majesty One Properties, Inc., and are agreeable and  
19 acceptable to Majesty One Properties, Inc. and me. I understand that I am waiving rights  
20 given to Majesty One Properties, Inc. and me by the California APA (including, but not limited  
21 to, California Government Code sections 11506, 11508, 11509, and 11513), and I, individually  
22 and as designated officer of Majesty One Properties, Inc., willingly, intelligently, and voluntarily  
23 waive those rights, including, but not limited to, the right of requiring the Commissioner to prove  
24 the allegations in the Accusation at a hearing at which Majesty One Properties, Inc. and I would  
25 have the right to cross-examine witnesses against me and Majesty One Properties, Inc. and to  
26 present evidence in defense and mitigation of the charges.

1 MAILING AND E-MAIL

2 Respondents MOPI and CARDENAS shall mail the original signed signature  
3 page of this Stipulation herein to Department of Real Estate, Attention: Legal Section – Diane  
4 Lee, 320 West Fourth Street, Suite 350, Los Angeles, California 90013-1105.

5 In the event of time constraints before an administrative hearing, Respondents  
6 MOPI and CARDENAS can signify acceptance and approval of the terms and conditions of this  
7 Stipulation and Agreement by emailing a scanned copy of the signature page, as actually signed  
8 by Respondents MOPI and CARDENAS, to the Department counsel assigned to this case.

9 Respondents MOPI and CARDENAS agree, acknowledge, and understand that by electronically  
10 sending the Department a scan of Respondents MOPI’s and CARDENAS’s actual signatures  
11 as they appears on the Stipulation and Agreement that receipt of the scan by the Department shall  
12 be binding on Respondents MOPI and CARDENAS as if the Department had received the  
13 original signed Stipulation.

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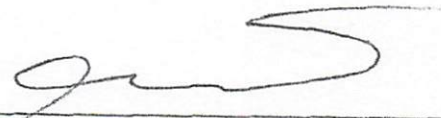
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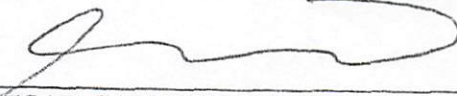
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1 Respondents MOPI's and CARDENAS's signatures below constitute acceptance  
2 and approval of the terms and conditions of this Stipulation. Respondents MOPI and  
3 CARDENAS agree, acknowledge, and understand that by signing this Stipulation, Respondents  
4 MOPI and CARDENAS are bound by its terms as of the date of their signatures, and that this  
5 agreement is not subject to rescission or amendment at a later date except by a separate Decision  
6 and Order of the Real Estate Commissioner.

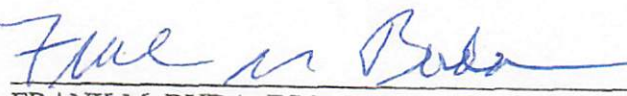
7  
8 DATED: 6/3/22

  
MAJESTY ONE PROPERTIES, INC., by Julio Cesar  
Cardenas, designated officer of Majesty One Properties,  
Inc.

9  
10  
11 DATED: 6/3/22

  
JULIO CESAR CARDENAS, individually and as  
designated officer of Majesty One Properties, Inc.

12  
13  
14 DATED: 6-3-22

  
FRANK M. BUDA, ESQ.,  
Attorney for Respondents MAJESTY ONE PROPERTIES,  
INC. and JULIO CESAR CARDENAS

15  
16  
17  
18 \* \* \*

19 The foregoing Stipulation and Agreement is hereby adopted as my Decision as to  
20 Respondents MAJESTY ONE PROPERTIES, INC. and JULIO CESAR CARDENAS, and shall  
21 become effective at 12 o'clock noon on 08/03/2022.

22 IT IS SO ORDERED 7.8.22

23  
24 DOUGLAS R. McCAULEY  
25 REAL ESTATE COMMISSIONER

26  
27 