

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

APR 25 2019

DEPT. OF REAL ESTATE

By *Sydney Danvers*

8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of)	No. H-04983 SD
)	
12 <u>ALL SERVICE PROPERTY MANAGEMENT -)</u>	<u>STIPULATION</u>
13 <u>EAST COUNTY, INC.;</u>)	<u>AND</u>
)	<u>AGREEMENT</u>
14 <u>ANTHONY RAYMOND TIBBETTS;</u>)	
)	
15 COLLEEN K. MCDADE;)	
)	
16 TONY WIM STRUYK; and)	
)	
17 ARMADILLO INC.,)	
)	
18)	
)	
19)	
20 <u>Respondents.</u>)	

21 It is hereby stipulated by and between Respondents ALL SERVICE PROPERTY
22 MANAGEMENT - EAST COUNTY, INC. ("ASPMECI") and ANTHONY RAYMOND
23 TIBBETTS ("TIBBETTS"), both represented by Jean Cha, Esq./Manning & Kass, Ellrod,
24 Ramirez, Trester LLP, and the Complainant, acting by and through Julie L. To, Counsel for the
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26 DRE Stipulation & Agreement, H-04983 SD:

27 ALL SERVICE PROPERTY MANAGEMENT - EAST COUNTY, INC. & ANTHONY RAYMOND TIBBETTS

1 Department of Real Estate ("Department" or "DRE"), as follows for the purpose of settling and
2 disposing of the Accusation ("Accusation") filed on March 19, 2018, in Case No. H-04983 SD,
3 in this matter.

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

9 2. Respondents have received, read and understand the Statement to Respondent,
10 the Discovery Provisions of the APA and the Accusation filed by the Department of Real Estate
11 ("Department") in this proceeding.

12 3. On April 5, 2018, Respondents timely filed Notices of Defense pursuant to
13 Section 11506 of the Government Code for the purpose of requesting a hearing on the allegations
14 in the Accusation. Respondents hereby freely and voluntarily withdraw said Notices of Defense.
15 Respondents acknowledge that they understand that by withdrawing said Notices of Defense they
16 thereby waive their right to require the Commissioner to prove the allegations in the Accusation
17 at a contested hearing held in accordance with the provisions of the APA and that they will waive
18 other rights afforded to them in connection with the hearing such as the right to present evidence
19 in their defense and the right to cross-examine witnesses.

20 4. This Stipulation is based on the factual allegations contained in the Accusation.
21 In the interest of expedience and economy, Respondents choose not to contest these allegations,
22 but to remain silent, and understand that, as a result thereof, these factual allegations, without
23 being admitted or denied, will serve as a prima facie basis for the disciplinary action stipulated to
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ALL SERVICE PROPERTY MANAGEMENT - EAST COUNTY, INC. & ANTHONY RAYMOND TIBBETTS

1 herein. The Real Estate Commissioner shall not be required to provide further evidence to prove
2 said factual allegations.

3 5. This Stipulation is made for the purpose of reaching an agreed disposition of
4 this proceeding and is expressly limited to this proceeding and any other proceeding or case in
5 which the Department or another licensing agency of this state, another state, or if the federal
6 government is involved, and otherwise shall not be admissible in any other criminal or civil
7 proceeding.

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

15 7. The Order or any subsequent Order of the Real Estate Commissioner made
16 pursuant to this Stipulation shall not constitute an estoppel, merger or bar to any further
17 administrative or civil proceedings by the Department of Real Estate with respect to any matters
18 which were not specifically alleged to be causes for Accusation in this proceeding but do
19 constitute a bar, estoppel and merger as to any allegations actually contained in the Accusations
20 against Respondents herein.

21 8. Respondents understand that by agreeing to this Stipulation, Respondents agree
22 to pay, pursuant to Business and Professions Code ("Code") Section 10148, the cost of the audit
23 which resulted in the determination that Respondents committed the violations found in the
24 Determination of Issues. The amount of said costs for the original audit (SD 160026) is

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1 \$7,698.35. Respondents agree to pay, pursuant to Code Section 10148, \$7,698.35 for the cost of
2 Audit No. SD 160026.

3 9. Respondents have received, read, and understand the "Notice Concerning
4 Costs of Subsequent Audit." Respondents further understand that by agreeing to this Stipulation,
5 the findings set forth below in the Determination of Issues become final, and the Commissioner
6 may charge Respondents for the cost of any subsequent audits conducted pursuant to Code
7 Section 10148 to determine if the violations have been corrected. The maximum cost of the
8 follow-up audits will not exceed one-hundred twenty-five percent (125%) of the cost of the
9 original audit; in the instant case, the cost of the original audit is \$10,580.12, and the maximum
10 cost of the follow-up audit will not exceed \$9,622.94. Therefore, Respondents may be charged a
11 maximum of \$9,622.94 in the event of a subsequent audit.

12 10. Respondents understand that by agreeing to this Stipulation, Respondents
13 agree to pay, pursuant to Code Section 10106, the Commissioner's cost of the investigation and
14 enforcement which resulted in the determination that Respondents committed the violations
15 found in the Determination of Issues. The amount of said investigation and enforcement costs is
16 \$3,008.75; therefore, Respondents agree to pay, pursuant to Code Section 10106, the amount
17 \$3,008.75.

18 DETERMINATION OF ISSUES

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

22 The conduct, acts or omissions of Respondents ASPMECI and TIBBETTS, as
23 described in Paragraph 4, herein above, are in violation of: Code Section 10145 and Title 10,
24 Chapter 6, California Code of Regulations ("Regulation") 2832.1; Code Section 10130 and
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26 DRE Stipulation & Agreement, H-04983 SD:

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1 Regulation 2740; Code Section 10145 and Regulation 2831.2; Code Section 10145 and
2 Regulation 2832; Code Section 10145 and Regulation 2834; Code Section 10176(g) and
3 Regulation 2830; Code Section 10159.5 and Regulation 2731; Code Section 10137; and [as to
4 TIBBETTS only] Code Sections 10159.2 and 10177(h) and Regulation 2725; and are bases for
5 the suspension or revocation of the licenses and license rights of Respondents ASPMECI and
6 TIBBETTS as a violation of the Real Estate Law pursuant to Code Sections 10177(d), 10177(g),
7 and [TIBBETTS only] 10177(h).

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ORDER

WHEREFORE, THE FOLLOWING ORDER is hereby made:

I.

All licenses and licensing rights of Respondents ALL SERVICE PROPERTY MANAGEMENT - EAST COUNTY, INC. and ANTHONY RAYMOND TIBBETTS under the Real Estate Law are revoked; provided, however: (1) a restricted real estate corporation license shall be issued to Respondent ASPMECI and (2) a restricted real estate broker license shall be issued to Respondent TIBBETTS, both to be issued pursuant to Section 10156.5 of the Code if Respondents ASPMECI and TIBBETTS make respective applications therefore and pay to the Department the appropriate fees for each of their restricted licenses within ninety (90) days from the effective date of this Decision and Order. The restricted licenses issued to Respondents ASPMECI and TIBBETTS shall be subject to all of the provisions of Section 10156.7 of the Code and to the following limitations, conditions and restrictions imposed under authority of Section 10156.6 of the Code:

1. The restricted license issued to Respondent TIBBETTS may be suspended prior to hearing by Order of the Commissioner in the event of Respondent TIBBETTS' conviction or plea of *nolo contendere* to a crime which is substantially related to that Respondent TIBBETTS' fitness or capacity as a real estate licensee.

2. The restricted licenses issued to Respondents ASPMECI and TIBBETTS may be suspended prior to hearing by Order of the Real Estate Commissioner on evidence satisfactory to the Commissioner that the respective Respondent has violated provisions of the California Real Estate Law, the Subdivided Lands Law, Regulations of the Real Estate Commissioner or conditions attaching to the restricted licenses.

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

5 4. Respondent TIBBETTS shall, within six (6) months from the effective date of
6 this Decision and Order, take and pass the Professional Responsibility Examination
7 administered by the Department, including the payment of the appropriate examination fee. If
8 Respondent TIBBETTS fails to satisfy this condition, Respondent TIBBETTS' real estate
9 license shall automatically be suspended until Respondent TIBBETTS passes the examination.

10 5. Respondent TIBBETTS shall, within nine (9) months from the effective date of
11 this Decision and Order, present evidence satisfactory to the Commissioner that Respondent
12 TIBBETTS has, since the most recent issuance of an original or renewal real estate license, taken
13 and successfully completed the continuing education requirements of Article 2.5 of Chapter 3 of
14 the Real Estate Law for renewal of a real estate license. If Respondent TIBBETTS fails to satisfy
15 this condition, Respondent TIBBETTS' real estate license shall automatically be suspended until
16 Respondent TIBBETTS presents evidence satisfactory to the Commissioner of having taken and
17 successfully completed the continuing education requirements. Proof of completion of the
18 continuing education courses must be delivered to the Department of Real Estate, Flag Section at
19 P.O. Box 137013, Sacramento, CA 95813-7013.

20 6. All license and licensing rights of Respondent TIBBETTS are indefinitely
21 suspended unless or until Respondent TIBBETTS provides evidence satisfactory to the
22 Commissioner or having taken and successfully completed the continuing education course on
23 trust fund accounting and handling specified in paragraph (3) of subdivision (a) of Section
24 10170.5 of the Business and Professions Code. Proof of satisfaction of these requirements
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27 ALL SERVICE PROPERTY MANAGEMENT - EAST COUNTY, INC. & ANTHONY RAYMOND TIBBETTS

1 includes evidence that Respondent has successfully completed the trust fund account and
2 handling continuing education courses, no earlier than one hundred and twenty (120) days prior
3 to the effective date of the Decision and Order in this matter. Proof of completion of the trust
4 fund accounting and handling course must be delivered to the Department of Real Estate, Flag
5 Section at P.O. Box 137013, Sacramento, CA 95813-7013.

6 7. All licenses and licensing rights of Respondents ASPMECI and TIBBETTS are
7 indefinitely suspended unless or until Respondents ASPMECI and TIBBETTS jointly and
8 severally pay the sum of \$3,008.75 for the Commissioner's reasonable cost of the investigation
9 and enforcement which led to this disciplinary action. Said payment shall be in the form of a
10 cashier's check or certified check made payable to the Department of Real Estate. The
11 investigation and enforcement costs must be delivered to the Department of Real Estate, Flag
12 Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective date of this
13 Decision and Order.

14 8. Pursuant to Section 10148 of the Code, Respondents ASPMECI and
15 TIBBETTS shall pay the sum of \$7,698.35 for the Commissioner's cost of the audit which led to
16 this disciplinary action. Respondents ASPMECI and TIBBETTS shall pay such cost within sixty
17 (60) days of receiving an invoice therefore from the Commissioner. Payment of audit costs
18 should not be made until Respondents receive the invoice. If Respondents fail to satisfy this
19 condition in a timely manner as provided for herein, Respondents' real estate licenses shall
20 automatically be suspended until payment is made in full, or until a decision providing otherwise
21 is adopted following a hearing held pursuant to this condition.

22 10. Pursuant to Section 10148 of the Code, Respondents ASPMECI and
23 TIBBETTS shall pay the Commissioner's reasonable cost, not to exceed \$9,622.94 [or, 125% of
24 the original audit cost], for a subsequent audit to determine if Respondents ASPMECI and
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1 TIBBETTS have corrected the violations found in the Determination of Issues. In calculating the
2 amount of the Commissioner's reasonable cost, the Commissioner may use the estimated average
3 hourly salary for all persons performing audits of real estate brokers, and shall include an
4 allocation for travel time to and from the auditor's place of work. Respondents shall pay such
5 cost within sixty (60) days of receiving an invoice therefore from the Commissioner. Payment of
6 the audit costs should not be made until Respondents receive the invoice. If Respondents fail to
7 satisfy this condition in a timely manner as provided for herein, Respondents' real estate licenses
8 shall automatically be suspended until payment is made in full, or until a decision providing
9 otherwise is adopted following a hearing held pursuant to this condition.

10 DATED: 3-18-19



Julie L. To, Counsel for
Department of Real Estate

12 * * *

13 EXECUTION OF THE STIPULATION

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

21 MAILING AND FACSIMILE

22 Respondents can signify acceptance and approval of the terms and conditions of
23 this Stipulation and Agreement by sending a hard copy of the original signed signature page of
24 the Stipulation herein to Julie L. To, Legal Section, Department of Real Estate, 320 W. Fourth
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26 DRE Stipulation & Agreement, H-04983 SD:

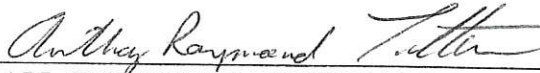
27 ALL SERVICE PROPERTY MANAGEMENT - EAST COUNTY, INC. & ANTHONY RAYMOND TIBBETTS

1 St., Suite 350, Los Angeles, California 90013-1105. In the event of time constraints before an
2 administrative hearing, Respondents can signify acceptance and approval of the terms and
3 conditions of this Stipulation and Agreement by e-mailing a scanned copy of the signature page,
4 as actually signed by Respondents, to the Department counsel assigned to this case. Respondents
5 agree, acknowledge, and understand that by electronically sending to the Department a scan of
6 Respondents' actual signatures as they appear on the Stipulation and Agreement, that receipt of
7 the scan by the Department shall be binding on Respondents as if the Department had received
8 the original signed Stipulation and Agreement.

9
10 DATED: Mar 15, 2019


11 ANTHONY RAYMOND TIBBETTS, Respondent


12 DATED: Mar 15, 2019


13 ALL SERVICE PROPERTY MANAGEMENT -
14 EAST COUNTY, INC., Respondent
15 By: ANTHONY RAYMOND TIBBETTS,
16 Designated Officer

17 * * *

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

20 DATED: 3/18/2019


21 Jean Cha, Attorney for Respondents
22 ANTHONY RAYMOND TIBBETTS and
23 ALL SERVICE PROPERTY MANAGEMENT -
24 EAST COUNTY, INC.

25 * * *

26 The foregoing Stipulation and Agreement is hereby adopted as my Decision as to
27 Respondents ALL SERVICE PROPERTY MANAGEMENT - EAST COUNTY, INC. and
ANTHONY RAYMOND TIBBETTS, individually and as designated officer of ALL SERVICE

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ALL SERVICE PROPERTY MANAGEMENT - EAST COUNTY, INC. & ANTHONY RAYMOND TIBBETTS

1 PROPERTY MANAGEMENT - EAST COUNTY, INC., and shall become effective at 12
2 o'clock noon on MAY 14 2019, 2019.

3 IT IS SO ORDERED April 22, 2019.

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5 DANIEL J. SANDRI
6 ACTING REAL ESTATE COMMISSIONER

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