

FILED

JUN 10 2013

1 Department of Real Estate  
2 P.O. Box 187007  
3 Sacramento, CA 95818-7007

4 Telephone: (916) 227-0781

DEPARTMENT OF REAL ESTATE

By R. Jones

5  
6  
7 BEFORE THE DEPARTMENT OF REAL ESTATE  
8 STATE OF CALIFORNIA  
9

10 \* \* \*

11 In the Matter of the Accusation of )

12 LORI DAWN LACKEY, )

13 Respondent. )

No. H-5939 SAC

STIPULATION AND  
AGREEMENT

14 It is hereby stipulated by and between LORI DAWN LACKEY (Respondent) and  
15 her attorney, Jeff Kravitz, and the Complainant, acting by and through Truly Sughrue, Counsel  
16 for the Department of Real Estate (Department), as follows for the purpose of settling and  
17 disposing the Accusation filed on January 3, 2013 in this matter:

18 1. All issues which were to be contested and all evidence which was to be  
19 presented by Complainant and Respondent at a formal hearing on the Accusation, which hearing  
20 was to be held in accordance with the provisions of the Administrative Procedure Act (APA),  
21 shall instead and in place thereof be submitted solely on the basis of the provisions of this  
22 Stipulation and Agreement.

23 2. Respondent has received, read, and understands the Statement to  
24 Respondent, and the Discovery Provisions of the APA filed by the Department in this  
25 proceeding.  
26  
27

1           3.       Respondent filed a Notice of Defense pursuant to Section 11505 of the  
2 Government Code for the purpose of requesting a hearing on the allegations in the Accusation.  
3 Respondent hereby freely and voluntarily withdraws said Notice of Defense. Respondent  
4 acknowledges that Respondent understands that by withdrawing said Notice of Defense  
5 Respondent will thereby waive Respondent's rights to require the Real Estate Commissioner  
6 (Commissioner) to prove the allegations in the Accusation at a contested hearing held in  
7 accordance with the provisions of the APA, and that Respondent will waive other rights afforded  
8 to Respondent in connection with the hearing such as the right to present evidence in defense of  
9 the allegations in the Accusation and the right to cross-examine witnesses.

10           4.       This stipulation is based on the factual allegations contained in the  
11 Accusation. In the interest of expediency and economy, Respondent chooses not to contest these  
12 factual allegations, but to remain silent and understands that, as a result thereof, these factual  
13 statements will serve as a prima facie basis for the "Determination of Issues" and "Order" set  
14 forth below. The Commissioner shall not be required to provide further evidence to prove such  
15 allegations.

16           5.       This Stipulation and Respondent's decision not to contest the Accusation  
17 are made for the purpose of reaching an agreed disposition of this proceeding and are expressly  
18 limited to this proceeding and any other proceeding or case in which the Department, the state or  
19 federal government, an agency of this state, or an agency of another state is involved.

20           6.       Respondent understands that by agreeing to this Stipulation and  
21 Agreement, Respondents agree to pay, pursuant to Section 10106 of the Code, the cost of the  
22 investigation and enforcement which resulted in the determination that Respondents committed  
23 the violation(s) found in the Determination of Issues. The amount of said costs is \$6,220.

24           7.       It is understood by the parties that the Commissioner may adopt the  
25 Stipulation and Agreement as the Commissioner's decision in this matter thereby imposing the  
26 penalty and sanctions on the real estate licenses and license rights of Respondent as set forth in  
27 the below "Order". In the event that the Commissioner in the Commissioner's discretion does

1 not adopt the Stipulation and Agreement, it shall be void and of no effect, and Respondent shall  
2 retain the right to a hearing and proceeding on the Accusation under all the provisions of the  
3 APA and shall not be bound by any admission or waiver made herein.

4 8. The Order or any subsequent Order of the Commissioner made pursuant to  
5 this Stipulation and Agreement shall not constitute an estoppel, merger or bar to any further  
6 administrative or civil proceedings by the Department with respect to any matters which were not  
7 specifically alleged to be causes for accusation in case H-5939 SAC.

8 \* \* \*

9 DETERMINATION OF ISSUES

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

13 I

14 The acts and omissions of Respondent as described in the Accusation are  
15 grounds for the suspension or revocation of Respondent's real estate salesperson licenses and  
16 license rights under Section 10177(d) of the Code in conjunction with Sections 10130,  
17 10166.03(c), and 10137 of the Code.

18 \* \* \*

19 ORDER

20 I

21 All real estate salesperson licenses and licensing rights of Respondent under the  
22 Real Estate Law are suspended for a period of one hundred and fifty (150) days from the  
23 effective date of this Order; provided, however, that:

24 1. Seventy-five (75) days of said suspension shall be stayed, upon the condition that  
25 Respondent petition pursuant to Section 10175.2 of the Code and pays a monetary penalty  
26 pursuant to Section 10175.2 of the Code at a rate of \$50 for each day of the suspension for a total  
27 monetary penalty of \$3,750.

1           a) Said payment shall be in the form of a cashier's check or certified check made  
2 payable to the Consumer Recovery Account of the Real Estate Fund. Said check must be  
3 delivered to the Department prior to the effective date of the Order in this matter.

4           b) No further cause for disciplinary action against the Real Estate licenses of  
5 Respondent occurs within three (3) years from the effective date of the decision in this matter.

6           c) If Respondent fails to pay the monetary penalty as provided above prior to the  
7 effective date of this Order, the stay of the suspension shall be vacated as to that Respondent and  
8 the order of suspension shall be immediately executed, under this Order, in which event the said  
9 Respondent shall not be entitled to any repayment nor credit, prorated or otherwise, for the  
10 money paid to the Department under the terms of this Order.

11           d) If Respondent pays the monetary penalty and any other moneys due under this  
12 Stipulation and Agreement and if no further cause for disciplinary action against the real estate  
13 license of said Respondent occurs within three (3) years from the effective date of this Order, the  
14 entire stay hereby granted this Order, as to said Respondent only, shall become permanent.

15 2. Seventy-five (75) days of said suspension shall be stayed for three (3) years upon the  
16 following terms and conditions:

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

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

24 3. All licenses and licensing rights of Respondent are indefinitely suspended unless or until  
25 Respondents pays the sum of \$6,220 for the Commissioner's reasonable cost of the investigation  
26 and enforcement which led to this disciplinary action. Said payment shall be in the form of a  
27 cashier's check or certified check made payable to the Real Estate Fund.

1 4. Respondent shall, within six (6) months from the effective date of this Decision, take and  
2 pass the Professional Responsibility Examination administered by the Department including the  
3 payment of the appropriate examination fee. If Respondent fails to satisfy this condition, the  
4 Commissioner may order suspension of the license until Respondent passes the examination.

5  
6 2-May-13  
7 DATED

8   
9 TRULY SUGHRUE  
10 Counsel for Complainant

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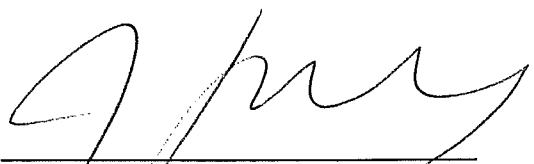
12 I have read the Stipulation and Agreement, discussed it with my counsel, and its  
13 terms are understood by me and are agreeable and acceptable to me. I understand that I am  
14 waiving rights given to me by the California Administrative Procedure Act, and I willingly,  
15 intelligently and voluntarily waive those rights, including the right of requiring the  
16 Commissioner to prove the allegations in the Accusation at a hearing at which I would have the  
17 right to cross-examine witnesses against me and to present evidence in defense and mitigation of  
18 the charges.

19 4/26/13  
20 DATED

21   
22 LORI DAWN LACKEY  
23 Respondent

24 *I have reviewed the Stipulation and Agreement as to form and content and have*  
25 *advised my client accordingly.*

26 4/30/13  
27 DATED

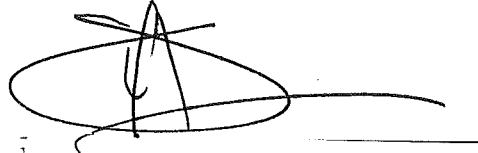
  
JEFF KRAVITZ  
Attorney for Respondent

\* \* \*

1                    The foregoing Stipulation and Agreement is hereby adopted as my Decision and  
2 shall become effective at 12 o'clock noon on JUL 01 2013.

3  
4 IT IS SO ORDERED MAY 16, 2013

5 REAL ESTATE COMMISSIONER

6  
7  A handwritten signature in black ink, appearing to be 'JM', is written over a horizontal line. The signature is stylized with a large loop and a vertical stroke.

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9 By: Jeffrey Mason  
10 Chief Deputy Commissioner

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