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2 Bureau of Real Estate
3 P.O. Box 187007
4 Sacramento, CA 95818-7007
5 Telephone: (916) 227-0781
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FILED

JUN 14 2018

BUREAU OF REAL ESTATE
By B. Nicholas

8 BEFORE THE BUREAU OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of)

12 ARCADE CREEK ASSET PRESERVATION,)
13 INC., and RONALD WILLIAM LEIS,)

14 Respondents.)

No. H-6520 SAC

STIPULATION AND
AGREEMENT

15 It is hereby stipulated by and between ARCADE CREEK ASSET
16 PRESERVATION, INC. (ACAP), and RONALD WILLIAM LEIS (LEIS) (collectively
17 "Respondents"), represented by Mary E. Work, and the Complainant, acting by and through
18 Truly Sughrue, Counsel for the Bureau of Real Estate (Bureau), as follows for the purpose of
19 settling and disposing the Accusation filed on April 3, 2017, in this matter:

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

25 2. Respondents have received, read, and understand the Statement to
26 Respondent, and the Discovery Provisions of the APA filed by the Bureau in this proceeding.
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1 3. Respondents 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 Respondents hereby freely and voluntarily withdraw said Notice of Defense. Respondents
4 acknowledge that Respondents understand that by withdrawing said Notice of Defense
5 Respondents will thereby waive Respondents' 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 Respondents will waive other rights
8 afforded to Respondents in connection with the hearing such as the right to present evidence in
9 defense of the allegations in the Accusation and the right to cross-examine witnesses.

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

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

20 6. Respondents understand that by agreeing to this Stipulation and
21 Agreement, Respondents agree to pay, pursuant to Section 10148 of the California Business and
22 Professions Code (Code), the cost of the audit, which resulted in the determination that
23 Respondents committed the trust fund handling violation(s) found in the Determination of
24 Issues. The amount of said costs is \$5,296.20.

25 7. Respondents further understand that by agreeing to this Stipulation and
26 Agreement, the findings set forth below in the Determination of Issues become final, and that
27 the Commissioner may charge said Respondents for the costs of any audit conducted pursuant to

1 Section 10148 of the Code to determine if the violations have been corrected. The maximum
2 costs of said audit shall not exceed \$6,620.25.

3 8. It is understood by the parties that the Commissioner may adopt the
4 Stipulation and Agreement as his decision in this matter thereby imposing the penalty and
5 sanctions on the real estate licenses and license rights of Respondents as set forth in the below
6 "Order". In the event that the Commissioner in his discretion does not adopt the Stipulation and
7 Agreement, it shall be void and of no effect, and Respondents shall retain the right to a hearing
8 and proceeding on the Accusation under all the provisions of the APA and shall not be bound by
9 any admission or waiver made herein.

10 10. The Order or any subsequent Order of the Commissioner made pursuant to
11 this Stipulation and Agreement shall not constitute an estoppel, merger or bar to any further
12 administrative or civil proceedings by the Bureau with respect to any matters which were not
13 specifically alleged to be causes for action in Accusation H-6520 SAC.

14 * * *

15 DETERMINATION OF ISSUES

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

19 I

20 The acts and omissions of Respondents as described in the First Cause of Action
21 of the Accusation are grounds for the suspension or revocation of Respondents' licenses and
22 license rights under the following sections of the Code and Title 10 of the California Code of:

23 As to Paragraph 11(a), under Section 10177(d) of the Code in conjunction with
24 Section 10145 of the Code and Section 2832.1 of the Regulations;

25 As to Paragraph 11(b), under Section 10177(d) of the Code in conjunction with
26 Section 10145 of the Code and Section 2831.2 of the Regulations.

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II

The acts and/or omissions of LEIS as described in the Second Cause of Action of the Accusation is cause for the suspension or revocation of Respondent's license and/or license rights under Section 10177(h) of the Code.

* * *

ORDER

I

All licenses and licensing rights of ACAP under the Real Estate Law are suspended for a period of sixty (60) days from the effective date of this Order; provided, however, that:

1) Thirty (30) days of said suspension shall be stayed, upon the condition that ACAP petition pursuant to Section 10175.2 of the Code and pays a monetary penalty pursuant to Section 10175.2 of the Code at a rate of \$100 for each day of the suspension for a total monetary penalty of \$3,000.

a) Said payment shall be in the form of a cashier's check made payable to the Bureau of Real Estate. Said check must be delivered to the Bureau of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective date of this Order.

b) No further cause for disciplinary action against the Real Estate licenses of ACAP occurs within two (2) years from the effective date of the decision in this matter.

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

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1 d) If ACAP pays the monetary penalty and any other moneys due under this
2 Stipulation and Agreement and if no further cause for disciplinary action against the real estate
3 license of said ACAP occurs within two (2) years from the effective date of this Order, the entire
4 stay hereby granted this Order, as to said ACAP only, shall become permanent.

5 2) Thirty (30) days of said suspension shall be stayed for two (2) years upon the
6 following terms and conditions:

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

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

14 II

15 All licenses and licensing rights of Respondent LEIS under the Real Estate Law
16 are revoked; provided, however, a restricted real estate broker license shall be issued to LEIS
17 pursuant to Section 10156.5 of the Code if LEIS makes application therefor and pays to the
18 Bureau the appropriate fee for the restricted license within 90 days from the effective date of this
19 Decision and Order. The restricted license issued to LEIS shall be subject to all of the provisions
20 of Section 10156.7 of the Code and to the following limitations, conditions and restrictions
21 imposed under authority of Section 10156.6 of that Code:

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

25 2. The restricted license issued to LEIS may be suspended prior to hearing by
26 Order of the Commissioner on evidence satisfactory to the Commissioner that LEIS has violated
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1 provisions of the California Real Estate Law, the Subdivided Lands Law, Regulations of the
2 Commissioner or conditions attaching to the restricted license.

3 3. LEIS shall not be eligible to apply for the issuance of an unrestricted real
4 estate license nor for removal of any of the conditions, limitations, or restrictions of a restricted
5 license until two (2) years have elapsed from the effective date of this Decision and Order. LEIS
6 shall not be eligible to apply for any unrestricted licenses until all restrictions attaching to the
7 license have been removed.

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

17 5. All licenses and licensing rights of LEIS are indefinitely suspended unless
18 or until LEIS provides proof satisfactory to the Commissioner, of having taken and successfully
19 completed the continuing education course on trust fund accounting and handling specified in
20 paragraph (3) of subdivision (a) of Section 10170.5 of the Code. Proof of satisfaction of these
21 requirements includes evidence that LEIS has successfully completed the trust fund account and
22 handling continuing education courses, no earlier than 120 days prior to the effective date of the
23 Decision and Order in this matter. Proof of completion of the trust fund accounting and handling
24 course must be delivered to the Bureau of Real Estate, Flag Section at P.O. Box 137013,
25 Sacramento, CA 95813-7013 or by fax at 916-263-8758, prior to the effective date of this
26 Decision and Order.

27 ///


21-May-18
DATED


TRULY SUGHRUE
Counsel for Complainant


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

Respondents and Respondents' attorney further agree to send the original signed Stipulation and Agreement by mail to the following address no later than one (1) week from the date the Stipulation and Agreement is signed by Respondents and Respondents' attorney:
Bureau of Real Estate, Legal Section, P.O. Box 137007, Sacramento, California 95813-7007.
Respondents and Respondents' attorney understand and agree that if they fail to return the original signed Stipulation and Agreement by the due date, Complainant retains the right to set this matter for hearing.

4/26/18
DATED


Ronald William Leis, Designated Officer
ARCADE CREEK ASSET PRESERVATION,
INC.,
Respondent

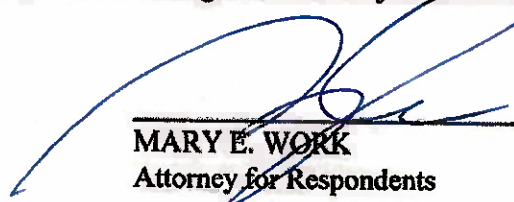
4/26/18
DATED


RONALD WILLIAM LEIS
Respondent

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

4/26/2018
DATED



MARY E. WORK
Attorney for Respondents

The foregoing Stipulation and Agreement is hereby adopted as my Decision and Order and shall become effective at 12 o'clock noon on JUL 05 2018.

IT IS SO ORDERED June 6, 2018.

WAYNE S. BELL
REAL ESTATE COMMISSIONER



By: DANIEL J. SANDRI
Chief Deputy Commissioner