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Department of Real Estate
P.O. Box 137007
Sacramento, CA 95813-7007

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FILED

JAN 24 2020

DEPARTMENT OF REAL ESTATE
By B. Nicholas

BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

In the Matter of the Accusation of)	DRE No. H-6801 SAC
AMERICAN REAL ESTATE SERVICES GROUP)	<u>STIPULATION AND</u>
and DONALD CAUDILL,)	<u>AGREEMENT</u>
Respondents.)	

It is hereby stipulated by and between AMERICAN REAL ESTATE SERVICES GROUP ("ARESG") and DONALD CAUDILL ("CAUDILL"), collectively Respondents, represented by Shannon B. Jones, and the Complainant, acting by and through Kyle Jones, Counsel for the Department of Real Estate ("Department"); as follows for the purpose of settling and disposing of the Accusation filed on May 9, 2019, in this matter:

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

2. Respondents have received, read, and understands the Statement to Respondent, and the Discovery Provisions of the APA filed by the Department in this proceeding.

1 3. On or about May 28, 2019, Respondents filed a Notice of Defense
2 pursuant to Section 11505 of the Government Code for the purpose of requesting a hearing on
3 the allegations in the Accusation. Respondents hereby freely and voluntarily withdraw said
4 Notice of Defense. Respondents acknowledges and understands that by withdrawing said Notice
5 of Defense Respondents will thereby waive Respondents' rights to require the Real Estate
6 Commissioner ("Commissioner") to prove the allegations in the Accusation at a contested
7 hearing held in accordance with the provisions of the APA, and that Respondents will waive
8 other rights afforded to Respondents in connection with the hearing such as the right to present
9 evidence in 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. It is understood by the parties that the Commissioner may adopt the
17 Stipulation as his Decision and Order in this matter, thereby imposing the penalty and sanctions
18 on Respondent's real estate licenses and license rights as set forth in the below "Order". In the
19 event that the Commissioner in his discretion does not adopt the Stipulation it shall be void and
20 of no effect and Respondents shall retain the rights to a hearing and proceeding on the
21 Accusation under all the provisions of the APA and shall not be bound by any admission or
22 waiver made herein.

23 6. The Order or any subsequent Order of the Commissioner made pursuant
24 to this Stipulation shall not constitute an estoppel, merger, or bar to any further administrative or
25 civil proceedings by the Department of Real Estate with respect to any matters which were not
26 specifically alleged in Accusation No. H-6801 SAC.

27 7. Respondents understand that by agreeing to this Stipulation and

1 Agreement, Respondents agree to pay, pursuant to Section 10106 of the Business and
2 Professions Code ("Code"), the cost of the investigation which resulted in the determination that
3 Respondents committed the violations found in the Determination of Issues. The amount of said
4 costs is \$2,344.90.

5 DETERMINATION OF ISSUES

6 AMERICAN REAL ESTATE SERVICES GROUP and DONALD CAUDILL

7 By reason of the foregoing stipulations, admissions and waivers and solely for the
8 purpose of settlement of the pending Accusation without a hearing, it is stipulated and agreed
9 that the acts and/or omissions of Respondents, as described in the Accusation, constitute grounds
10 for the suspension or revocation of the licenses and license rights of Respondents under the
11 provisions of Sections 10176.5 and 10177 (g) of the Code.

12 DONALD CAUDILL

13 By reason of the foregoing stipulations, admissions and waivers, and solely for
14 the purpose of settlement of the pending Accusation without a hearing, it is stipulated and agreed
15 that the acts and/or omissions of Respondent CAUDILL, as described in the Accusation,
16 constitute grounds for the suspension or revocation of the licenses and license rights of
17 Respondent CAUDILL under the provisions of Sections 10159.2 and 10177 (h) of the Code.

18 ORDER

19 AMERICAN REAL ESTATE SERVICES GROUP

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

23 1. Thirty (30) days of said suspension shall be stayed, upon the condition that
24 ARESG petition pursuant to Section 10175.2 of the Code and pays a monetary penalty pursuant
25 to Section 10175.2 of the Code at a rate of \$50 for each day of the suspension for a total
26 monetary penalty of \$1,500.

27

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

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

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

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

16 2. Thirty (30) days of said suspension shall be stayed for three (3) years upon
17 the following terms and conditions:

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

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

25 DONALD CAUDILL

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

1 however, that:

2 . 1. Thirty (30) days of said suspension shall be stayed, upon the condition that
3 CAUDILL petition pursuant to Section 10175.2 of the Code and pays a monetary penalty
4 pursuant to Section 10175.2 of the Code at a rate of \$50 for each day of the suspension for a total
5 monetary penalty of \$1,500.

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

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

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

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

21 2. Thirty (30) days of said suspension shall be stayed for three (3) years upon
22 the following terms and conditions:

23 a) CAUDILL shall obey all laws, rules and regulations governing the rights, duties
24 and responsibilities of a real estate licensee in the State of California; and,

25 b) That no final subsequent determination be made, after hearing or upon stipulation,
26 that cause for disciplinary action occurred within three (3) years from the effective date of this
27 Order. Should such a determination be made, the Commissioner may, in his discretion, vacate

1 and set aside the stay order and reimpose all or a portion of the stayed suspension. Should no
2 such determination be made, the stay imposed herein shall become permanent.

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

8 AMERICAN REAL ESTATE SERVICES GROUP and DONALD CAUDILL

9 All licenses and licensing rights of Respondents are indefinitely suspended unless
10 or until Respondents, jointly and severally, pays the sum of \$2,344.90 for the Commissioner's
11 reasonable cost of the investigation which led to this disciplinary action. Said payment shall be
12 in the form of a cashier's check made payable to the Department of Real Estate, Flag Section at
13 P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective date of this Stipulation.

14
15 11/20/19
16 DATED


KYLE JONES
Counsel for Complainant


17
18 * * *

19 I have read the Stipulation and Agreement, have discussed it with my counsel,
20 and its terms are understood by me and are agreeable and acceptable to me. I understand that I
21 am waiving rights given to me by the APA (including but not limited to Sections 11506,
22 11508, 11509, and 11513 of the Government Code), and I willingly, intelligently, and
23 voluntarily waive those rights, including the right of requiring the Commissioner to prove the
24 allegations in the Accusation at a hearing at which I would have the right to cross-examine
25 witnesses against me and to present evidence in defense and mitigation of the charges.

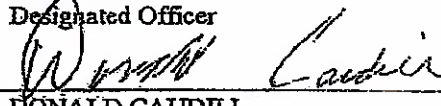
26 Respondent can signify acceptance and approval of the terms and conditions of
27 this Stipulation and Agreement by faxing a copy of the signature page, as actually signed by

1 Respondent, to the Department at fax number (916) 263-3767 or by e-mail to
2 kyle.jones@DRE.ca.gov. Respondents agree, acknowledge, and understand that by
3 electronically sending to the Department a copy of Respondents' actual signature as it appears
4 on the Stipulation and Agreement, that receipt of the copy by the Department shall be as
5 binding on Respondents as if the Department had received the original signed Stipulation and
6 Agreement.

7 11-25-2019
8 DATED



AMERICAN REAL ESTATE SERVICES GROUP
Respondent
By: DONALD CAUDILL
Designated Officer

11 11-25-2019
12 DATED


DONALD CAUDILL
Respondent

14
15 *I have reviewed the Stipulation and Agreement as to form and content and have*
16 *advised my clients accordingly.*


17 11/24/19
DATED


SHANNON B. JONES
Attorney for Respondent

18
19
20 The foregoing Stipulation and Agreement In Settlement and Order is hereby
21 adopted by the Real Estate Commissioner as his Decision and Order and shall become effective
22 at 12 o'clock noon on FEB 14 2020

23 IT IS SO ORDERED 1/10/20

24 SANDRA KNAU
25 ACTING REAL ESTATE COMMISSIONER



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