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FEB 26 2018

BUREAU OF REAL ESTATE

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BEFORE THE BUREAU OF REAL ESTATE
STATE OF CALIFORNIA

In the Matter of the Accusation of)	No. H-40732 LA
)	L-2017080984
LEGACY REALTY, INC.; and)	
KEDERIO LESHUNE AINSWORTH,)	<u>STIPULATION AND</u>
individually and as designated officer of)	<u>AGREEMENT</u>
Legacy Realty, Inc.)	
)	
Respondents.)	

ORDER NUNC PRO TUNC MODIFYING DECISION

It having been called to the attention of the Real Estate Commissioner that there is an error in the Decision adopting the Stipulation and Agreement filed on February 7, 2018, and good cause appearing therefor, the following correction is made to the Decision adopting the Stipulation and Agreement on page 8, lines 14 to 16:


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The foregoing Stipulation and Agreement is hereby adopted as my Decision as to Respondents Legacy Realty, Inc. and Kederio Leshune Ainsworth, and shall become effective at 12 o'clock noon on February 28, 2018.


IT IS SO ORDERED 2/26/18.

WAYNE S. BELL
Real Estate Commissioner

By 
DANIEL J. SANDRI
Deputy Chief Commissioner

FLAG

1 Bureau of Real Estate
2 320 West 4th Street, Suite 350
3 Los Angeles, California 90013
4 Telephone: (213) 576-6982

FILED
FEB 07 2018
BUREAU OF REAL ESTATE
By 

8 BEFORE THE BUREAU OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of) No. H-40732 LA
12)
13 LEGACY REALTY, INC.; and)
14 KEDERIO LESHUNE AINSWORTH,) STIPULATION AND
15 individually and as designated officer of) AGREEMENT
16 Legacy Realty, Inc.)
17 Respondents.)

17 It is hereby stipulated by and between Respondents LEGACY REALTY, INC.
18 ("LRI") and KEDERIO LESHUNE AINSWORTH ("AINSWORTH"), individually and as
19 designated officer and owner of Legacy Realty, Inc., (collectively "Respondents"), both pro per,
20 and the Complainant, acting by and through Diane Lee, Counsel for the Bureau of Real Estate, as
21 follows for the purpose of settling and disposing of the Accusation ("Accusation") filed on
22 August 1, 2017, 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 at a formal hearing on the Accusation, which hearing
25 was to be held in accordance with the provisions of the California Administrative Procedure Act
26 ("APA"), shall instead and in place thereof be submitted solely on the basis of the provisions of

1 this Stipulation and Agreement (“Stipulation”).

2 2. Respondents LRI and AINSWORTH have received and read, and understand
3 the Statement to Respondent, the Discovery Provisions of the APA, and the Accusation filed by
4 the Bureau of Real Estate in this proceeding.

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

14 4. This Stipulation is based on the factual allegations contained in the Accusation.
15 In the interest of expedience and economy, Respondents LRI and AINSWORTH choose not to
16 contest these allegations, but to remain silent and understand that, as a result thereof, these
17 factual allegations, without being admitted or denied, will serve as a prima facie basis for the
18 disciplinary action stipulated to herein. The Real Estate Commissioner shall not be required to
19 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 the
22 real estate license and license rights of Respondents LRI and AINSWORTH 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 Respondents LRI and AINSWORTH 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 6. The Order or any subsequent Order of the Real Estate Commissioner made

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

6 7. Respondents LRI and AINSWORTH understand that by agreeing to this
7 Stipulation, Respondents LRI and AINSWORTH agree to pay, pursuant to California Business
8 and Professions Code section 10106, the cost of the investigation and enforcement with joint and
9 several liability. The amount of investigation and enforcement cost is \$1,618.00.

10
11 DETERMINATION OF ISSUES

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

14 The conduct, acts, or omissions of Respondents LRI and AINSWORTH, as
15 described in the Accusation and Paragraph 4, above, are in violation of California Business and
16 Professions Code sections 10130 and 10159.2 and California Code of Regulations, sections
17 2842(c) and 2725, and are a basis for discipline of the licenses and license rights of Respondents
18 LRI and AINSWORTH as violation of the Real Estate Law pursuant to California Business and
19 Professions Code sections 10177(d), 10177(g), and 10177(h).

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1 ORDER

2 WHEREFORE, THE FOLLOWING ORDER is hereby made:

3
4 (LEGACY REALTY, INC.: VOLUNTARY SURRENDER)

5 I.

6 Respondent LRI understands that by so voluntarily surrendering its license,
7 Respondent LRI may be relicensed as a broker or as a salesperson, or issued a mortgage loan
8 originator endorsement, only by petitioning for reinstatement pursuant to California Government
9 Code section 11522. Respondent LRI also understands that by so voluntarily surrendering its
10 license, Respondent LRI agrees to the following:

11 1. The filing of this Stipulation shall be deemed as Respondent LRI's petition for
12 voluntary surrender.

13 2. I further agree that upon acceptance by the Commissioner, as evidenced by an
14 appropriate order, all affidavits, and all relevant evidence obtained by the Bureau in this matter,
15 and all allegations contained in the Accusation filed in the Bureau Case No. H-40732 LA, may be
16 considered by the Bureau to be true and correct for the purpose of deciding whether to grant
17 licensure, relicensure, and/or reinstatement pursuant to California Government Code section
18 11522 and/or a similar code section.

19 3. Prior to issuance of any new or reinstated license, Respondent LRI shall pay
20 the Bureau its cost of investigation and enforcement with joint and several liability with
21 Respondent AINSWORTH. The cost of investigation and enforcement is one thousand six
22 hundred and eighteen dollars (\$1,618.00).

23 4. A copy of the Commissioner's Criteria of Rehabilitation is attached hereto. If
24 and when a petition application is made for licensure, relicensure, and/or reinstatement, the
25 Commissioner will consider as one of the criteria of rehabilitation whether or not restitution has
26 been made to any person who has suffered monetary losses through "substantially related" acts or
27 omissions of LRI, whether or not such persons are named in the Accusation filed in this case.

1 5. Respondent LRI freely and voluntarily surrenders all its licenses and license
2 rights under the Real Estate Law.

3
4 (KEDERIO LESHUNE AINSWORTH: RESTRICTED BROKER LICENSE)

5 II.

6 All licenses and licensing rights of Respondent AINSWORTH, under the Real
7 Estate Law are revoked; provided, however, a restricted real estate broker license shall be issued
8 to Respondent AINSWORTH pursuant to California Business and Professions Code section
9 10156.5 if Respondent AINSWORTH makes application therefor and pays to the Bureau of
10 Real Estate the appropriate fee for the restricted license within ninety (90) days from the
11 effective date of this Decision and Order. The restricted license issued to Respondent
12 AINSWORTH shall be subject to all of the provisions of California Business and Professions
13 Code section 10156.7 and to the following limitations, conditions, and restrictions imposed
14 under authority of the California Business and Professions Code:

15 1. The restricted license issued to Respondent AINSWORTH may be suspended
16 prior to hearing by Order of the Real Estate Commissioner in the event of Respondent
17 AINSWORTH's conviction or plea of nolo contendere to a crime which is substantially related
18 to Respondent AINSWORTH's fitness or capacity as a real estate licensee.

19 2. The restricted license issued to Respondent AINSWORTH may be suspended
20 prior to hearing by Order of the Real Estate Commissioner on evidence satisfactory to the
21 Commissioner that Respondent AINSWORTH has violated provisions of the California Real
22 Estate Law, the Subdivided Lands Law, Regulations of the Real Estate Commissioner, or
23 conditions attaching to this restricted license.

24 3. Respondent AINSWORTH shall not be eligible to apply for the issuance of an
25 unrestricted real estate license nor for the removal of any of the conditions, limitations, or
26 restrictions of a restricted license until two (2) years have elapsed from the date of issuance of
27 the restricted license to Respondent AINSWORTH.

1 (LRI and AINSWORTH: INVESTIGATION AND ENFORCEMENT COSTS)

2 III.


3 All license and license rights of Respondents LRI and AINSWORTH are
4 indefinitely suspended unless or until Respondents LRI and AINSWORTH pay the sum of
5 \$1,618.00 for the Commissioner's reasonable cost for investigation and enforcement which led to
6 this disciplinary action. Said payment shall be in the form of a cashier's check made payable to
7 the Bureau of Real Estate. The investigative and enforcement costs must be delivered to the
8 Bureau of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to
9 the effective date of this Decision and Order.

10
11 (AINSWORTH: CONTINUING EDUCATION)

12 IV.

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

23
24 DATED: 01/19/2018



DIANE LEE, Counsel for
Bureau of Real Estate

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1 * * *

2 EXECUTION OF THE STIPULATION

3 I, KEDERIO LESHUNE AINSWORTH, individually and as owner and former
4 designated officer of LEGACY REALTY, INC., have read the Stipulation. Its terms are
5 understood by me and LEGACY REALTY, INC., and are agreeable and acceptable to me and
6 LEGACY REALTY, INC. I understand that I am waiving rights given to me and LEGACY
7 REALTY, INC. by the California APA (including, but not limited to, California Government
8 Code sections 11506, 11508, 11509, and 11513), and I, individually and as owner and former
9 designated officer of LEGACY REALTY, INC., willingly, intelligently, and voluntarily waive
10 those rights, including, but not limited to, the right of requiring the Commissioner to prove the
11 allegations in the Accusation at a hearing at which I and LEGACY REALTY, INC. would have
12 the right to cross-examine witnesses against me and to present evidence in defense and
13 mitigation of the charges.

14
15 MAILING AND FACSIMILE

16 Respondents LRI and AINSWORTH (1) shall mail the original signed signature
17 page of this Stipulation herein to Bureau of Real Estate, Attention: Legal Section – Diane Lee,
18 320 West Fourth Street, Suite 350, Los Angeles, California 90013-1105. Respondents LRI and
19 AINSWORTH shall also (2) facsimile a copy of signed signature page, to the Bureau of Real
20 Estate at the following telephone/fax number: (213) 576-6917, Attention: Diane Lee.

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A facsimile constitutes acceptance and approval of the terms and conditions of this Stipulation. Respondents LRI and AINSWORTH agree, acknowledge, and understand that by electronically sending to the Bureau of Real Estate a facsimile copy of the actual signatures of Respondents LRI and AINSWORTH as they appear on the Stipulation that receipt of the facsimile copy by the Bureau of Real Estate shall be as binding on Respondents LRI and AINSWORTH as if the Bureau of Real Estate had received the original signed Stipulation.

DATED: 1/17/2018 Kederio Ainsworth
LEGACY REALTY, INC. by Kederio Leshune Ainsworth,
owner and former designated officer of Legacy Realty, Inc.

DATED: 1/17/2018 Kederio Ainsworth
KEDERIO LESHUNE AINSWORTH, individually

The foregoing Stipulation and Agreement is hereby adopted as my Decision as to Respondents LEGACY REALTY, INC. and LEGACY REALTY, INC, and shall become effective at 12 o'clock noon on _____, 2018.

IT IS SO ORDERED _____, 2018.

REAL ESTATE COMMISSIONER

1 A facsimile constitutes acceptance and approval of the terms and conditions of
2 this Stipulation. Respondents LRI and AINSWORTH agree, acknowledge, and understand that
3 by electronically sending to the Bureau of Real Estate a facsimile copy of the actual signatures of
4 Respondents LRI and AINSWORTH as they appear on the Stipulation that receipt of the
5 facsimile copy by the Bureau of Real Estate shall be as binding on Respondents LRI and
6 AINSWORTH as if the Bureau of Real Estate had received the original signed Stipulation.

7
8 DATED: _____

9 _____
LEGACY REALTY, INC. by Kederio Leshune Ainsworth,
owner and former designated officer of Legacy Realty, Inc.

10
11 DATED: _____


12 _____
KEDERIO LESHUNE AINSWORTH, individually

13 * * *

14 The foregoing Stipulation and Agreement is hereby adopted as my Decision as to
15 Respondents LEGACY REALTY, INC. and LEGACY REALTY, INC, and shall become
16 effective at 12 o'clock noon on **FEB 28 2018**, 2018.

17 IT IS SO ORDERED January 26, 2018.

18 **WAYNE S. BELL**
19 REAL ESTATE COMMISSIONER

20
21 
22 _____
23 By: DANIEL J. SANDRI
Chief Deputy Commissioner