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FILED
MAY - 9 1995
DEPARTMENT OF REAL ESTATE

By *Laurie A. Zain*

BEFORE THE
DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of)	
)	NO. H-1227 FRESNO
ICC REALTY, INC.,)	
RAY CLARK MERIDITH,)	OAH NO. N-9401159
PETER THOMAS STRAVINSKI,)	
ALYCE GILCHRIST,)	
CHARLOTTE FAY MURPHY,)	
)	
<u>Respondents.</u>)	

ORDER DENYING RECONSIDERATION

On March 3, 1995, a Decision was rendered in the above-entitled matter as to respondent ICC REALTY, INC. only. The Decision is to become effective May 10, 1995.

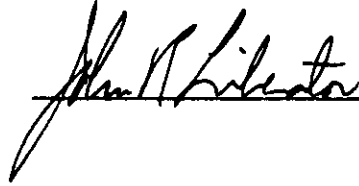
On April 7, 1995, respondent ICC REALTY, INC. petitioned for reconsideration of the Decision of March 3, 1995.

I have given due consideration to the petition of Respondent. I find no good cause to reconsider the Decision of March 3, 1995 and reconsideration is hereby denied.

///
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IT IS HEREBY ORDERED May 8, 1995.

JOHN R. LIBERATOR
Interim Commissioner



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FILED
APR - 7 1995
DEPARTMENT OF REAL ESTATE

By Kathleen Contreras

BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of)	
ICC REALTY, INC.,)	NO. H-1227 FRESNO
RAY CLARK MERIDITH,)	OAH NO. N-9401159
PETER THOMAS STRAVINSKI,)	<u>ORDER STAYING</u>
ALYCE GILCHRIST,)	<u>EFFECTIVE DATE</u>
CHARLOTTE FAY MURPHY,)	
_____ Respondents.)	

On March 3; 1995, a Decision was rendered in the above-entitled matter to become effective April 10, 1995.

IT IS HEREBY ORDERED that the effective date of the Decision of the Commissioner of March 3, 1995, as to respondent ICC REALTY, INC., only is stayed for a period of thirty (30) days.

The Decision of March 3, 1995 as to ICC REALTY, INC., only, shall become effective at 12 o'clock noon on May 10, 1995.

DATED: April 7, 1995

JOHN R. LIBERATOR
Interim Commissioner

John R. Liberator

1 DEPARTMENT OF REAL ESTATE
2 P. O. Box 187000
3 Sacramento, CA 95818-7000
4
5 (916) 227-0789
6
7

FILED
MAR 20 1995
DEPARTMENT OF REAL ESTATE

By *Laurie A. Zyan*

8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of)
12 ICC REALTY, INC.,) NO. H-1227 FRESNO
13 RAY CLARK MERIDITH,) OAH NO. N-9401159
14 PETER THOMAS STRAVINSKI,) STIPULATION AND
15 ALYCE GILCHRIST,) AGREEMENT IN
16 CHARLOTTE FAY MURPHY,) SETTLEMENT AND ORDER
17 Respondents.)

18 It is hereby stipulated by and between ICC REALTY, INC.
19 only (hereinafter "Respondent") and its attorney, Russell K. Ryan,
20 and the Complainant, acting by and through David A. Peters,
21 Counsel for the Department of Real Estate, as follows for the
22 purpose of settling and disposing of the Accusation filed on
23 April 15, 1994, in this matter:

24 1. All issues which were to be contested and all
25 evidence which was to be presented by Complainant and Respondent
26 at a formal hearing on the Accusation, which hearing was to be
27 held in accordance with the provisions of the Administrative
Procedure Act (APA), shall instead and in place thereof be

1 submitted solely on the basis of the provisions of this
2 Stipulation and Agreement in Settlement.

3 2. Respondent has received, read and understands the
4 Statement to Respondent, the Discovery Provisions of the APA and
5 the Accusation filed by the Department of Real Estate in this
6 proceeding.

7 3. On April 29, 1994, Respondent filed a Notice of
8 Defense pursuant to Section 11505 of the Government Code for the
9 purpose of requesting a hearing on the allegations in the
10 Accusation. Respondent hereby freely and voluntarily withdraws
11 said Notice of Defense. Respondent acknowledges that Respondent
12 understands that by withdrawing said Notice of Defense Respondent
13 will thereby waive Respondent's right to require the Commissioner
14 to prove the allegations in the Accusation at a contested hearing
15 held in accordance with the provisions of the APA and that
16 Respondent will waive other rights afforded to Respondent in
17 connection with the hearing such as the right to present evidence
18 in defense of the allegations in the Accusation and the right to
19 cross-examine witnesses.

20 4. Respondent, pursuant to the limitations set forth
21 below, for purposes of this settlement only, hereby admits that
22 the factual allegations in Paragraphs 14, 17, 18, 19, 20, 24, 25,
23 26, and 27 of the Accusation filed in this proceeding are true and
24 correct and the Real Estate Commissioner shall not be required to
25 provide further evidence to prove such allegations.

26 ///

27 ///

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

11 6. The Order or any subsequent Order of the Real
12 Estate Commissioner made pursuant to this Stipulation and
13 Agreement in Settlement shall not constitute an estoppel, merger
14 or bar to any further administrative or civil proceedings by the
15 Department of Real Estate with respect to any matters which were
16 not specifically alleged to be causes for accusation in this
17 proceeding.

18 7. Respondent has received, read, and understands the
19 "Notice Concerning Costs of Subsequent Audits". Respondent
20 understands that by agreeing to this Stipulation and Agreement in
21 Settlement, the findings set forth below in the DETERMINATION OF
22 ISSUES become final, and that the Commissioner may charge
23 Respondent for the costs of any audit conducted pursuant to
24 Section 10148 of the Business and Professions Code to determine if
25 the violations have been corrected. The maximum costs of said
26 audit will not exceed \$3,743.52.

27 ///

1 and restrictions imposed under authority of Section 10156.6 of
2 said Code.

3 (1) The license shall not confer any property right in
4 the privileges to be exercised, and the Real Estate
5 Commissioner may by appropriate order suspend the
6 right to exercise any privileges granted under the
7 restricted license in the event of:

8 (a) The conviction of Respondent (including a plea
9 of nolo contendere) to a crime which bears a
10 significant relation to Respondent's fitness
11 or capacity as a real estate licensee; or,

12 (b) The receipt of evidence that Respondent has
13 violated provisions of the California Real
14 Estate Law, Subdivided Lands Law, Regulations
15 of the Real Estate Commissioner or conditions
16 attaching to the restricted license.

17 D. Respondent shall not be eligible to apply for the
18 issuance of an unrestricted real estate license nor for the
19 removal of any of the conditions, limitations or restrictions of a
20 restricted license until ~~two (2) years have~~ ^{one (1) year has J.P.O.} elapsed from the
21 effective date of this Decision.

22 E. Pursuant to Section 10148 of the Business and
23 Professions Code, Respondent shall pay the Commissioner's
24 reasonable cost for an audit to determine if Respondent has
25 corrected the trust fund violations found in Paragraphs 14, 18,
26 19, 20, 24 and 25 of the Accusation. In calculating the amount of
27 the Commissioner's reasonable cost, the Commissioner may use the

1 estimated average hourly salary for all persons performing audits
2 of real estate brokers, and shall include an allocation for travel
3 time to and from the auditor's place of work. Respondent shall
4 pay such cost within 45 days of receiving an invoice from the
5 Commissioner detailing the activities performed during the audit
6 and the amount of time spent performing those activities. The
7 Commissioner may suspend the restricted license issued to
8 respondent pending a hearing held in accordance with Section
9 11500, et seq., of the Government Code, if payment is not timely
10 made as provided for herein, or as provided for in a subsequent
11 agreement between the Respondent and the Commissioner. The
12 suspension shall remain in effect until payment is made in full or
13 until Respondent enters into an agreement satisfactory to the
14 Commissioner to provide for payment, or until a decision providing
15 otherwise is adopted following a hearing held pursuant to this
16 condition.

17
18 January 20, 1995

DATED



DAVID A. PETERS, Counsel
DEPARTMENT OF REAL ESTATE

19
20 * * *

21 I have read the Stipulation and Agreement, have
22 discussed it with my counsel, and its terms are understood by me
23 and are agreeable and acceptable to me. I understand that I am
24 waiving rights given to me by the California Administrative
25 Procedure Act (including but not limited to Sections 11506,
26 11508, 11509, and 11513 of the Government Code), and I willingly,
27 intelligently, and voluntarily waive those rights, including the

1 right of requiring the Commissioner to prove the allegations in
2 the Accusation at a hearing at which I would have the right to
3 cross-examine witnesses against me and to present evidence in
4 defense and mitigation of the charges.

5
6 January 26, 1995
7 DATED

David L. Berry
8 ICC REALTY, INC. 2-26-95
9 Respondent
10 By: ~~Ray Clark Meridith~~
11 David L. Berry

12 I have reviewed the Stipulation and Agreement as to
13 form and content and have advised my client accordingly.

14 January 26, 1995
15 DATED

Russell K. Ryan
16 RUSSELL K. RYAN
17 Attorney for Respondent

18 * * *

19 The foregoing Stipulation and Agreement for Settlement
20 is hereby adopted by the Real Estate Commissioner as Decision and
21 Order and shall become effective at 12 o'clock noon on
22 April 10, 1995.

23 IT IS SO ORDERED March 3, 1995.

24 JOHN R. LIBERATOR
25 Interim Real Estate Commissioner

John R. Liberator
26
27

1 DEPARTMENT OF REAL ESTATE
2 P. O. Box 187000
3 Sacramento, CA 95818-7000
4
5 (916) 227-0789
6
7

FILED
MAR 20 1995
DEPARTMENT OF REAL ESTATE

By Lauriel D. Zjan

8 BEFORE THE DEPARTMENT OF REAL ESTATE

9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of)
12 ICC REALTY, INC.,) NO. H-1227 FRESNO
13 RAY CLARK MERIDITH,) OAH NO. N-9401159
14 * PETER THOMAS STRAVINSKI,)
15 ALYCE GILCHRIST,) STIPULATION AND
16 CHARLOTTE FAY MURPHY,) AGREEMENT IN
17 Respondents.) SETTLEMENT AND ORDER

17 It is hereby stipulated by and between PETER THOMAS
18 STRAVINSKI only (hereinafter "Respondent") and his attorney,
19 Russell K. Ryan, and the Complainant, acting by and through
20 David A. Peters, Counsel for the Department of Real Estate, as
21 follows for the purpose of settling and disposing of the
22 Accusation filed on April 15, 1994, in this matter:

23 1. All issues which were to be contested and all
24 evidence which was to be presented by Complainant and Respondent
25 at a formal hearing on the Accusation, which hearing was to be
26 held in accordance with the provisions of the Administrative
27 Procedure Act (APA), shall instead and in place thereof be

H-1227 FRESNO

-1-

STIPULATION OF
PETER THOMAS STRAVINSKI

1 submitted solely on the basis of the provisions of this
2 Stipulation and Agreement in Settlement.

3 2. Respondent has received, read and understands the
4 Statement to Respondent, the Discovery Provisions of the APA and
5 the Accusation filed by the Department of Real Estate in this
6 proceeding.

7 3. On April 28, 1994, Respondent filed a Notice of
8 Defense pursuant to Section 11505 of the Government Code for the
9 purpose of requesting a hearing on the allegations in the
10 Accusation. Respondent hereby freely and voluntarily withdraws
11 said Notice of Defense. Respondent acknowledges that he
12 understands that by withdrawing said Notice of Defense he will
13 thereby waive his right to require the Commissioner to prove the
14 allegations in the Accusation at a contested hearing held in
15 accordance with the provisions of the APA and that he will waive
16 other rights afforded to him in connection with the hearing such
17 as the right to present evidence in defense of the allegations in
18 the Accusation and the right to cross-examine witnesses.

19 4. Respondent, pursuant to the limitations set forth
20 below, for purposes of this settlement only, hereby admits that
21 the factual allegations in Paragraphs 14, 17, 18, 19, 20, 24, 25,
22 26 and 27 of the Accusation filed in this proceeding are true and
23 correct and the Real Estate Commissioner shall not be required to
24 provide further evidence to prove such allegations.

25 5. It is understood by the parties that the Real
26 Estate Commissioner may adopt the Stipulation and Agreement as his
27 decision in this matter thereby imposing the penalty and sanctions

1 or revocation of the real estate broker license and all license
2 rights of Respondent under the provisions of the Real Estate Law.

3 ORDER

4 I

5 A. All licenses and licensing rights of respondent
6 PETER THOMAS STRAVINSKI under the Real Estate Law are suspended
7 for a period of three hundred sixty-five (365) days from the
8 effective date of this Order; provided, however, that:

9 1. Three hundred twenty-five (325) days of said
10 suspension shall be stayed for two (2) years upon the following
11 terms and conditions:

12 (a) Respondent shall obey all laws, rules and
13 regulations governing the rights, duties and
14 responsibilities of a real estate licensee in the
15 State of California; and

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

25 2. The remaining forty (40) days of said 365-day
26 suspension shall be stayed upon the condition that Respondent
27 petition pursuant to Section 10175.2 of the Business and

1 Professions Code and pays a monetary penalty pursuant to Section
2 10175.2 of the Business and Professions Code at a rate of \$250.00
3 for each day of the suspension for a total monetary penalty of
4 \$10,000.00:

- 5 (a) Said payment shall be in the form of a cashier's
6 check or certified check made payable to the
7 Recovery Account of the Real Estate Fund. Said
8 check must be delivered to the Department prior to
9 the effective date of the Order in this matter.
- 10 (b) No further cause for disciplinary action against
11 the Real Estate license of Respondent occurs within
12 two (2) years from the effective date of the
13 decision in this matter.
- 14 (c) If Respondent fails to pay the monetary penalty in
15 accordance with the terms and conditions of the
16 Order, the Commissioner may, without a hearing,
17 order the immediate execution of all or any part of
18 the ^{40 days portion of the} stayed suspension in which event the Respondent
19 shall not be entitled to any repayment nor credit,
20 prorated or otherwise, for the money paid to the
21 Department under the terms of this Order.
- 22 (d) If Respondent pays the monetary penalty and if no
23 further cause for disciplinary action against the
24 real estate license of Respondent occurs within two
25 (2) years from the effective date of the decision,
26 the stay hereby granted shall become permanent.

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January 18, 1995

DATED



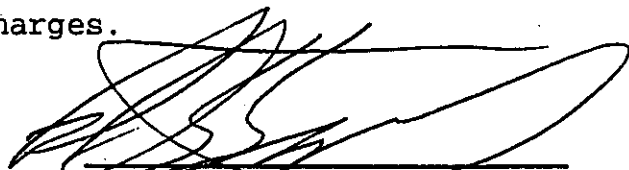
DAVID A. PETERS, Counsel
DEPARTMENT OF REAL ESTATE

* * *

I have read the Stipulation and Agreement, have 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 (including but not limited to Sections 11506, 11508, 11509, and 11513 of the Government Code), 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.

JANUARY 24, 1995

DATED

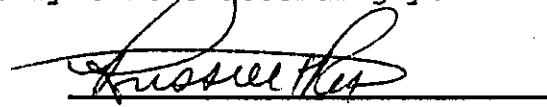


PETER THOMAS STRAVINSKI
Respondent

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

January 23, 1995

DATED



RUSSELL K. RYAN
Attorney for Respondent

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1 DEPARTMENT OF REAL ESTATE
2 P. O. Box 187000
3 Sacramento, CA 95818-7000

4 (916) 227-0789

FILED
MAR 20 1995

DEPARTMENT OF REAL ESTATE

By *Laurie A. Zyan*

8 BEFORE THE DEPARTMENT OF REAL ESTATE

9 STATE OF CALIFORNIA

10 * * *

11	In the Matter of the Accusation of)	
12	ICC REALTY, INC.,)	NO. H-1227 FRESNO
13	RAY CLARK MERIDITH,)	OAH NO. N-9401159
14	PETER THOMAS STRAVINSKI,)	<u>STIPULATION AND</u>
15	ALYCE GILCHRIST,)	<u>AGREEMENT IN</u>
16	CHARLOTTE FAY MURPHY,)	<u>SETTLEMENT AND ORDER</u>
17	Respondents.)	

17 It is hereby stipulated by and between RAY CLARK
18 MERIDITH only (hereinafter "Respondent") and his attorney,
19 Daniel W. Rowley, and the Complainant, acting by and through
20 David A. Peters, Counsel for the Department of Real Estate, as
21 follows for the purpose of settling and disposing of the
22 Accusation filed on April 15, 1994, in this matter:

23 1. All issues which were to be contested and all
24 evidence which was to be presented by Complainant and Respondent
25 at a formal hearing on the Accusation, which hearing was to be
26 held in accordance with the provisions of the Administrative
27 Procedure Act (APA), shall instead and in place thereof be

1 submitted solely on the basis of the provisions of this
2 Stipulation and Agreement in Settlement.

3 2. Respondent has received, read and understands the
4 Statement to Respondent, the Discovery Provisions of the APA and
5 the Accusation filed by the Department of Real Estate in this
6 proceeding.

7 3. On April 29, 1994, Respondent filed a Notice of
8 Defense pursuant to Section 11505 of the Government Code for the
9 purpose of requesting a hearing on the allegations in the
10 Accusation. Respondent hereby freely and voluntarily withdraws
11 said Notice of Defense. Respondent acknowledges that he
12 understands that by withdrawing said Notice of Defense he will
13 thereby waive his right to require the Commissioner to prove the
14 allegations in the Accusation at a contested hearing held in
15 accordance with the provisions of the APA and that he will waive
16 other rights afforded to him in connection with the hearing such
17 as the right to present evidence in defense of the allegations in
18 the Accusation and the right to cross-examine witnesses.

19 4. Respondent, pursuant to the limitations set forth
20 below, for purposes of this settlement only, hereby admits that
21 the factual allegations in Paragraphs 24 through 27 of the Second
22 Cause of Accusation filed in this proceeding are true and correct
23 and the Real Estate Commissioner shall not be required to provide
24 further evidence to prove such allegations.

25 5. It is understood by the parties that the Real
26 Estate Commissioner may adopt the Stipulation and Agreement as his
27 decision in this matter thereby imposing the penalty and sanctions

1 on Respondent's real estate license and license rights as set
2 forth in the below "Order". In the event that the Commissioner in
3 his discretion does not adopt the Stipulation and Agreement in
4 Settlement, it shall be void and of no effect, and Respondent
5 shall retain the right to a hearing and proceeding on the
6 Accusation under all the provisions of the APA and shall not be
7 bound by any admission or waiver made herein.

8 6. The Order or any subsequent Order of the Real
9 Estate Commissioner made pursuant to this Stipulation and
10 Agreement in Settlement shall not constitute an estoppel, merger
11 or bar to any further administrative or civil proceedings by the
12 Department of Real Estate with respect to any matters which were
13 not specifically alleged to be causes for accusation in this
14 proceeding.

15 DETERMINATION OF ISSUES

16 By reason of the foregoing stipulation, admissions, and
17 waivers and solely for the purpose of settlement of the pending
18 Accusation without hearing, it is stipulated and agreed that the
19 following Determination of Issues shall be made:

20 The acts and/or omissions of Respondent as described in
21 Paragraphs 24 through 27 of the Accusation, violated Section
22 10177(d) of the Business and Professions Code in conjunction with
23 Sections 11010.4, 11013.2, 11013.4 and 11018.2 of the Business and
24 Professions Code and Section 2794 of Title 10, California Code of
25 Regulations and are grounds for the suspension or revocation of
26 the real estate broker license and all license rights of
27 Respondent under the provisions of the Real Estate Law.

ORDER

I

1
2
3 A. All licenses and licensing rights of respondent
4 RAY CLARK MERIDITH under the Real Estate Law are suspended for a
5 period of three hundred sixty-five (365) days from the effective
6 date of this Order; provided, however, that:

7 1. Three hundred forty-five (345) days of said
8 suspension shall be stayed for two (2) years upon the following
9 terms and conditions:

10 (a) Respondent shall obey all laws, rules and
11 regulations governing the rights, duties and
12 responsibilities of a real estate licensee in the
13 State of California; and

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

23 2. The remaining twenty (20) days of said 365-day
24 suspension shall be stayed upon the condition that Respondent
25 petition pursuant to Section 10175.2 of the Business and
26 Professions Code and pays a monetary penalty pursuant to Section
27 10175.2 of the Business and Professions Code at a rate of \$250.00

1 for each day of the suspension for a total monetary penalty of
2 \$5,000.00:

- 3 (a) Said payment shall be in the form of a cashier's
4 check or certified check made payable to the
5 Recovery Account of the Real Estate Fund. Said
6 check must be delivered to the Department prior to
7 the effective date of the Order in this matter.
- 8 (b) No further cause for disciplinary action against
9 the Real Estate license of Respondent occurs within
10 two (2) years from the effective date of the
11 decision in this matter.
- 12 (c) If Respondent fails to pay the monetary penalty in
13 accordance with the terms and conditions of the
14 Order, the Commissioner may, without a hearing,
15 order the immediate execution of all or any part of
16 the stayed suspension in which event the Respondent
17 shall not be entitled to any repayment nor credit,
18 prorated or otherwise, for the money paid to the
19 Department under the terms of this Order.
- 20 (d) If Respondent pays the monetary penalty and if no
21 further cause for disciplinary action against the
22 real estate license of Respondent occurs within two
23 (2) years from the effective date of the decision,
24 the stay hereby granted shall become permanent.

25
26 January 18, 1995

27 DATED


DAVID A. PETERS, Counsel
DEPARTMENT OF REAL ESTATE

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I have read the Stipulation and Agreement, have 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 (including but not limited to Sections 11506, 11508, 11509, and 11513 of the Government Code), 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.

1/25/95

DATED

Ray Clark Meridith
RAY CLARK MERIDITH
Respondent

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

1-23-95

DATED

Daniel W. Rowley
DANIEL W. ROWLEY
Attorney for Respondent

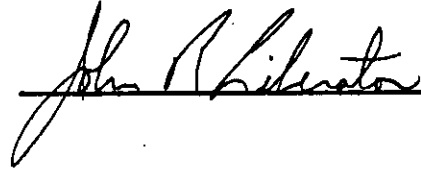
* * *

The foregoing Stipulation and Agreement for Settlement is hereby adopted by the Real Estate Commissioner as Decision and Order and shall become effective at 12 o'clock noon on
April 10, 1995.

///

IT IS SO ORDERED March 3, 1995.

JOHN R. LIBERATOR
Interim Real Estate Commissioner



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1 DEPARTMENT OF REAL ESTATE
2 P. O. Box 187000
3 Sacramento, CA 95818-7000
4
5 (916) 227-0789
6
7

FILED
MAR 20 1995
DEPARTMENT OF REAL ESTATE

Lucie A. Zia

8 BEFORE THE DEPARTMENT OF REAL ESTATE

9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of)
12 ICC REALTY, INC.,) NO. H-1227 FRESNO
13 RAY CLARK MERIDITH,) OAH NO. N-9401159
14 PETER THOMAS STRAVINSKI,)
15 ALYCE GILCHRIST,) STIPULATION AND
16 CHARLOTTE FAY MURPHY,) AGREEMENT IN
17 Respondents.) SETTLEMENT AND ORDER

18 It is hereby stipulated by and between ALYCE GILCHRIST
19 only (hereinafter "Respondent") and her attorney, Russell K. Ryan,
20 and the Complainant, acting by and through David A. Peters,
21 Counsel for the Department of Real Estate, as follows for the
22 purpose of settling and disposing of the Accusation filed on
23 April 15, 1994, in this matter:

24 1. All issues which were to be contested and all
25 evidence which was to be presented by Complainant and Respondent
26 at a formal hearing on the Accusation, which hearing was to be
27 held in accordance with the provisions of the Administrative
Procedure Act (APA), shall instead and in place thereof be

1 submitted solely on the basis of the provisions of this
2 Stipulation and Agreement in Settlement.

3 2. Respondent has received, read and understands the
4 Statement to Respondent, the Discovery Provisions of the APA and
5 the Accusation filed by the Department of Real Estate in this
6 proceeding.

7 3. On May 3, 1994, Respondent filed a Notice of
8 Defense pursuant to Section 11505 of the Government Code for the
9 purpose of requesting a hearing on the allegations in the
10 Accusation. Respondent hereby freely and voluntarily withdraws
11 said Notice of Defense. Respondent acknowledges that she
12 understands that by withdrawing said Notice of Defense she will
13 thereby waive her right to require the Commissioner to prove the
14 allegations in the Accusation at a contested hearing held in
15 accordance with the provisions of the APA and that they will waive
16 other rights afforded to them in connection with the hearing such
17 as the right to present evidence in defense of the allegations in
18 the Accusation and the right to cross-examine witnesses.

19 4. Respondent, pursuant to the limitations set forth
20 below, for purposes of this settlement only, hereby admits that
21 the factual allegations in Paragraphs 30. through 39. of the Third
22 Cause of Accusation filed in this proceeding are true and correct
23 and the Real Estate Commissioner shall not be required to provide
24 further evidence to prove such allegations.

25 5. It is understood by the parties that the Real
26 Estate Commissioner may adopt the Stipulation and Agreement as his
27 decision in this matter thereby imposing the penalty and sanctions

1 The acts and/or omissions of Respondent described in
2 Paragraphs 37, 38 and 39 of the Accusation, violated Section
3 10177(d) of the Business and Professions Code in conjunction with
4 Sections 11010.4(a), 11013.2 and 11013.4 of the Business and
5 Professions Code and are grounds for the suspension or revocation
6 of the real estate license and all license rights of Respondent
7 under the provisions of the Real Estate Law.

8 ORDER

9 I

10 A. All licenses and licensing rights of respondent
11 ALYCE GILCHRIST under the Real Estate Law are suspended for a
12 period of thirty (30) days from the effective date of this Order;
13 provided, however, that:

14 1. Ten (10) days of said suspension shall be stayed for
15 one (1) year upon the following terms and conditions:

- 16 (a) Respondent shall obey all laws, rules and
17 regulations governing the rights, duties and
18 responsibilities of a real estate licensee in the
19 State of California; and
- 20 (b) That no final subsequent determination be made,
21 after hearing or upon stipulation, that cause for
22 disciplinary action occurred within one (1) year
23 from the effective date of this Order. Should such
24 a determination be made, the Commissioner may, in
25 his discretion, vacate and set aside the stay order
26 and reimpose all or a portion of the stayed

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suspension. Should no such determination be made, the stay imposed herein shall become permanent.

2. The remaining twenty (20) days of said 30-day suspension shall be stayed upon the condition that Respondent petition pursuant to Section 10175.2 of the Business and Professions Code and pays a monetary penalty pursuant to Section 10175.2 of the Business and Professions Code at a rate of \$100.00 for each day of the suspension for a total monetary penalty of \$2,000.00:

- (a) Said payment shall be in the form of a cashier's check or certified check made payable to the Recovery Account of the Real Estate Fund. Said check must be delivered to the Department prior to the effective date of the Order in this matter.
- (b) No further cause for disciplinary action against the Real Estate license of Respondent occurs within one (1) year from the effective date of the decision in this matter.
- (c) If Respondent fails to pay the monetary penalty in accordance with the terms and conditions of the Order, the Commissioner may, without a hearing, order the immediate execution of all or any part of the stayed suspension in which event the Respondent shall not be entitled to any repayment nor credit, prorated or otherwise, for the money paid to the Department under the terms of this Order.

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(d) If Respondent pays the monetary penalty and if no further cause for disciplinary action against the real estate license of Respondent occurs within one (1) year from the effective date of the decision, the stay hereby granted shall become permanent.

1/5/95
DATED

David A. Peters
DAVID A. PETERS, Counsel
DEPARTMENT OF REAL ESTATE

* * *

I have read the Stipulation and Agreement, have 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 (including but not limited to Sections 11506, 11508, 11509, and 11513 of the Government Code), 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.

1/10/95
DATED

Alyce Gilchrist
ALYCE GILCHRIST
Respondent

///
///
///

1 I have reviewed the Stipulation and Agreement as to form and
2 content and have advised my client accordingly.

3 January 9, 1995
4 DATED

Russell K. Ryan
5 RUSSELL K. RYAN
6 Attorney for Respondent

7 * * *

8 The foregoing Stipulation and Agreement for Settlement
9 is hereby adopted by the Real Estate Commissioner as Decision and
10 Order and shall become effective at 12 o'clock noon on
11 April 10, 1995.

12 IT IS SO ORDERED February 13, 1995.

13 JOHN R. LIBERATOR
14 Interim Real Estate Commissioner

15 John R. Liberator
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1 DEPARTMENT OF REAL ESTATE
2 P. O. Box 187000
3 Sacramento, CA 95818-7000
4
5 (916) 227-0789
6
7

FILED
MAR 20 1995
DEPARTMENT OF REAL ESTATE

By *Laurie A. Ryan*

8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of)	
12 ICC REALTY, INC.,)	NO. H-1227 FRESNO
13 RAY CLARK MERIDITH,)	OAH NO. N-9401159
14 PETER THOMAS STRAVINSKI,)	<u>STIPULATION AND</u>
15 ALYCE GILCHRIST,)	<u>AGREEMENT IN</u>
16 CHARLOTTE FAY MURPHY,)	<u>SETTLEMENT AND ORDER</u>
17 Respondents.)	

18 It is hereby stipulated by and between CHARLOTTE FAY
19 MURPHY only (hereinafter "Respondent") and her attorney,
20 Russell K. Ryan, and the Complainant, acting by and through
21 David A. Peters, Counsel for the Department of Real Estate, as
22 follows for the purpose of settling and disposing of the
23 Accusation filed on April 15, 1994, in this matter:

24 1. All issues which were to be contested and all
25 evidence which was to be presented by Complainant and Respondent
26 at a formal hearing on the Accusation, which hearing was to be
27 held in accordance with the provisions of the Administrative
Procedure Act (APA), shall instead and in place thereof be

1 submitted solely on the basis of the provisions of this
2 Stipulation and Agreement in Settlement.

3 2. Respondent has received, read and understands the
4 Statement to Respondent, the Discovery Provisions of the APA and
5 the Accusation filed by the Department of Real Estate in this
6 proceeding.

7 3. On April 29, 1994, Respondent filed a Notice of
8 Defense pursuant to Section 11505 of the Government Code for the
9 purpose of requesting a hearing on the allegations in the
10 Accusation. Respondent hereby freely and voluntarily withdraws
11 said Notice of Defense. Respondent acknowledges that she
12 understands that by withdrawing said Notice of Defense she will
13 thereby waive her right to require the Commissioner to prove the
14 allegations in the Accusation at a contested hearing held in
15 accordance with the provisions of the APA and that she will waive
16 other rights afforded to her in connection with the hearing such
17 as the right to present evidence in defense of the allegations in
18 the Accusation and the right to cross-examine witnesses.

19 4. Respondent, pursuant to the limitations set forth
20 below, for purposes of this settlement only, hereby admits that
21 the factual allegations in Paragraphs 17 through 20 of the First
22 Cause of Accusation filed in this proceeding are true and correct
23 and the Real Estate Commissioner shall not be required to provide
24 further evidence to prove such allegations.

25 5. It is understood by the parties that the Real
26 Estate Commissioner may adopt the Stipulation and Agreement as his
27 decision in this matter thereby imposing the penalty and sanctions

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suspension. Should no such determination be made,
the stay imposed herein shall become permanent.

2. The remaining twenty (20) days of said 30-day
suspension shall be stayed upon the condition that Respondent
petition pursuant to Section 10175.2 of the Business and
Professions Code and pays a monetary penalty pursuant to Section
10175.2 of the Business and Professions Code at a rate of \$100.00
for each day of the suspension for a total monetary penalty of
\$2,000.00:

- (a) Said payment shall be in the form of a cashier's
check or certified check made payable to the
Recovery Account of the Real Estate Fund. Said
check must be delivered to the Department prior to
the effective date of the Order in this matter.
- (b) No further cause for disciplinary action against
the Real Estate license of Respondent occurs within
one (1) year from the effective date of the
decision in this matter.
- (c) If Respondent fails to pay the monetary penalty in
accordance with the terms and conditions of the
Order, the Commissioner may, without a hearing,
order the immediate execution of all or any part of
the stayed suspension in which event the Respondent
shall not be entitled to any repayment nor credit,
prorated or otherwise, for the money paid to the
Department under the terms of this Order.

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1 (d) If Respondent pays the monetary penalty and if no
2 further cause for disciplinary action against the
3 real estate license of Respondent occurs within one
4 (1) year from the effective date of the decision,
5 the stay hereby granted shall become permanent.

6
7 1/18/95
8 DATED

David A. Peters
9 DAVID A. PETERS, Counsel
10 DEPARTMENT OF REAL ESTATE

11 * * *

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

23 1/25/95
24 DATED

Charlotte Fay Murphy
25 CHARLOTTE FAY MURPHY
26 Respondent

27 ///
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///

1 I have reviewed the Stipulation and Agreement as to
2 form and content and have advised my client accordingly.

3 January 23, 1995
4 DATED

Russell K. Ryan
RUSSELL K. RYAN
Attorney for Respondent

5 * * *

6 The foregoing Stipulation and Agreement for Settlement
7 is hereby adopted by the Real Estate Commissioner as Decision and
8 Order and shall become effective at 12 o'clock noon on
9 April 10, 1995.

10 IT IS SO ORDERED March 3, 1995.

11 JOHN R. LIBERATOR
12 Interim Real Estate Commissioner

13 John R. Liberator
14

FILED
JUL 19 1994

**BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA**

DEPARTMENT OF REAL ESTATE

Lauriel A. Zier

In the Matter of the Accusation of

ICC REALTY, INC.,
RAY CLARK MERIDITH,
PETER THOMAS STRAVINSKI,
ALYCE GILCHRIST,
CHARLOTTE FAY MURPHY,

Respondent

Case No. H-1227 FRESNO

OAH No. N-05147

NOTICE OF HEARING ON ACCUSATION

To the above named respondent:

You are hereby notified that a hearing will be held before the Department of Real Estate at the

State Building, 2550 Mariposa Mall, Room 1027, Fresno, CA 93721

on Monday, February 6, 1995, at the hour of 1:30 PM and
on Tuesday through Friday, February 7 - 10, 1995, at the hour of 9:00 AM,
or as soon thereafter as the matter can be heard, upon the Accusation served upon you.

You may be present at the hearing. You have the right to be represented by an attorney at your own expense. You are not entitled to the appointment of an attorney to represent you at public expense. You are entitled to represent yourself without legal counsel. If you are not present in person nor represented by counsel at the hearing, the Department may take disciplinary action against you based upon any express admission or other evidence including affidavits, without any notice to you.

You may present any relevant evidence and will be given full opportunity to cross-examine all witnesses testifying against you. You are entitled to the issuance of subpoenas to compel the attendance of witnesses and the production of books, documents or other things by applying to the Department of Real Estate.

The hearing shall be conducted in the English language. If you want to offer the testimony of any witness who does not proficiently speak the English language, you must provide your own interpreter. The interpreter must be approved by the Administrative Law Judge conducting the hearing as someone who is proficient in both English and the language in which the witness will testify. You are required to pay the costs of the interpreter unless the Administrative Law Judge directs otherwise.

DEPARTMENT OF REAL ESTATE

Dated: July 19, 1994

By David A. Peters
DAVID A. PETERS Counsel

TO: FLAG SECTION
FROM: SACTO. LEGAL

1 DAVID A. PETERS, Counsel
2 Department of Real Estate
3 P. O. Box 187000
4 Sacramento, CA 95818-7000

FILED
APR 15 1994
DEPARTMENT OF REAL ESTATE

5 (916) 227-0789

By *Laurie A. Zain*

8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of)
12 ICC REALTY, INC.,) NO. H-1227 FRESNO
13 RAY CLARK MERIDITH,)
14 PETER THOMAS STRAVINSKI,) ACCUSATION
15 ALYCE GILCHRIST,)
16 CHARLOTTE FAY MURPHY,)
17 Respondents.)

17 The Complainant, Jerry E. Fiscus, a Deputy Real Estate
18 Commissioner of the State of California, for cause of Accusation
19 against ICC REALTY, INC. doing business as VIP Realty (hereinafter
20 "respondent ICC"), RAY CLARK MERIDITH doing business as Meridith
21 Realty (hereinafter "respondent MERIDITH"), PETER THOMAS
22 STRAVINSKI (hereinafter "respondent STRAVINSKI"), ALYCE GILCHRIST
23 doing business as Berry Real Estate and Alyce and Associates
24 (hereinafter "respondent GILCHRIST"), and CHARLOTTE FAY MURPHY
25 (hereinafter "respondent MURPHY"), is informed and alleges as
26 follows:

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FIRST CAUSE OF ACCUSATION

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1.

The Complainant, Jerry E. Fiscus, a Deputy Real Estate Commissioner of the State of California, makes this Accusation against the above-named Respondents in his official capacity.

2.

Respondents ICC, MERIDITH, STRAVINSKI, GILCHRIST, and MURPHY are presently licensed and/or have license rights under the Real Estate Law (Part 1 of Division 4 of the California Business and Professions Code) (hereinafter "Code").

3.

At all times herein mentioned, Respondent ICC was licensed as a real estate broker corporation. Within the three-year period immediately preceding the filing of this Accusation and continuing through on or about November 5, 1991, respondent STRAVINSKI acted as the designated broker-officer for respondent ICC. Beginning on or about November 6, 1991 and continuing thereafter, respondent MERIDITH acted as the designated broker-officer for respondent ICC.

4.

At all times herein mentioned, respondent MERIDITH was licensed as a real estate broker individually and beginning on or about November 6, 1991 as the designated broker-officer for respondent ICC.

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5.

At all times herein mentioned, respondent STRAVINSKI was licensed as a real estate broker individually, and within the three-year period immediately preceding the filing of this Accusation and continuing through on or about November 5, 1991, as the designated broker-officer for respondent ICC.

6.

At all times material herein, rrespondent GILCHRIST was licensed as a real estate broker.

7.

At all times material herein, rrespondent MURPHY was licensed as a real estate salesperson acting in the employ of respondent ICC.

8.

Whenever reference is made in an allegation in this Accusation to an act or omission of "Respondents", such allegation shall be deemed to mean the act or omission of each of the Respondents named in the caption hereof, acting individually, jointly, and severally.

9.

At various times material herein, Respondents were performing acts requiring a real estate license for or in expectation of a compensation.

10.

At various times herein mentioned preceding the filing of this Accusation, Respondents acted as agents of Berry & Berry, Inc., a California corporation, the owner of certain subdivided

1 real property as defined in Section 11000 of the Code, consisting
2 of Lot(s) 1-57 in Phase I, commonly known as Westgate Northwest I,
3 and Lot(s) 1-99 in Phase II, commonly known as Westgate Northwest
4 II, in the City of Madera, State of California (hereinafter "the
5 Subdivision").

6 11.

7 On or about May 5, 1991, respondents ICC, STRAVINSKI,
8 and MURPHY offered or caused to be offered for sale Lot No. 34 in
9 Phase II of the Subdivision commonly known as 3282 Double Tree Way
10 (hereinafter "the Double Tree Property") owned by Berry & Berry,
11 Inc. (hereinafter "the Seller") to Christopher and Christina Bass
12 (hereinafter "the Bass"). As part of said sale, the Seller agreed
13 to build or have built a home on the Double Tree Property.

14 12.

15 The sale of the Double Tree Property described in
16 Paragraph 11 above, included the following terms and conditions
17 among others:

18 1) A total purchase price of \$169,000.00 for the lot
19 and the home to be completed.

20 2) A \$1,000.00 deposit from the Bass payable to Berry
21 Construction, Inc. to be held by VIP Realty.

22 3) A \$19,000.00 deposit increase from the Bass within
23 thirty (30) days of acceptance by the Seller.

24 4) The Bass to qualify for a loan for the balance of
25 purchase price.

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13.

On or about May 5, 1991, the Seller accepted the Bass offer described in Paragraph 12 above.

14.

On or about May 14, 1991, respondent ICC using the dba VIP Realty, by and through respondent STRAVINSKI, released the \$1,000.00 deposit described in Paragraph 12 above, to the Seller.

15.

On or about May 15, 1991, escrow was opened at Fidelity National Title Insurance Company of California, Madera, California on the sale of the Double Tree Property.

16.

On or about June 5, 1991, the Bass deposited the additional \$19,000.00 as described in Paragraph 12 above, into the escrow described in Paragraph 15 above.

17.

On or about July 8, 1991, respondents ICC and STRAVINSKI by and through respondent MURPHY induced the Bass to release the \$19,000.00 to the Seller. On or before July 8, 1991 and continuing thereafter, in connection with the release of the \$19,000.00, Respondents failed to disclose to the Bass the inherent risks of releasing said funds prior to completion of the home to be built on the Double Tree Property and obtaining title to said property, in that there were no provisions for insuring that the Seller would apply the \$19,000.00 toward the purchase of the Double Tree Property.

///

18.

1 Respondents ICC, STRAVINSKI, and MURPHY failed to make
2 arrangements to deposit all money received from the Bass into a
3 trust account until title had been delivered to the Bass.
4 Respondents ICC, STRAVINSKI, and MURPHY collected \$20,000.00 from
5 the Bass in connection with the sale of the Double Tree Property
6 to the Bass. Respondents ICC, STRAVINSKI, and MURPHY failed to
7 deposit and/or maintain the money so collected in a neutral escrow
8 or into a trust account, as required by Section 11013.4 of the
9 Code.
10

19.

11 The Subdivision was in whole or in part subject to
12 blanket encumbrances without an unconditional release clause at
13 the time respondents ICC, STRAVINSKI, and MURPHY offered the
14 Double Tree Property for sale as described in Paragraph 11 above.
15 The holders of said blanket encumbrances were Glenfed Inc., a
16 Delaware Corporation, and Guarantee Savings, a Division of Federal
17 Bank. Respondents ICC, STRAVINSKI, and MURPHY, and the Seller
18 failed to deposit and/or maintain all money received by the
19 respondents ICC, STRAVINSKI, and MURPHY from the Bass in a neutral
20 escrow as required by Section 11013.2 of the Code.
21

20.

22 As described in Paragraphs 18 and 19, neither
23 respondents ICC, STRAVINSKI and MURPHY nor the Seller, complied
24 with Section 11013.1, 11013.2, or 11013.4 of the Code before
25 offering or selling lots in the Subdivision. Therefore, the
26 offering of lots in the Subdivision did not satisfy all criteria
27

1 of Section 11010.4, and a subdivision public report was required
2 under Section 11018.2 of the Code before any offer or sale of lots
3 in the Subdivision.

4 21.

5 The acts and/or omissions described above are grounds
6 for the suspension or revocation of the licenses and/or license
7 rights of respondents ICC, STRAVINSKI and MURPHY under the
8 following sections of the Code and Title 10, California Code of
9 Regulations (hereinafter "Regulations") as follows:

10 1) As to Paragraph 14, under Section 10177(d) of the
11 Code in conjunction with Sections 10145, 11013.2 and 11013.4 of
12 the Code and Section 2832 of the Regulations, as to respondents
13 ICC and STRAVINSKI.

14 2) As to Paragraph 17, under Section 10176(a) of the
15 Code and Section 10176(i) or 10177(j) of the Code or in the
16 alternative, under Section 10177(g), as to respondents ICC,
17 STRAVINSKI and MURPHY.

18 3) As to Paragraphs 18, 19 and 20, under Section
19 10177(d) of the Code in conjunction with Sections 11010.4(a),
20 11013.2, and 11013.4 of the Code.

21 SECOND CAUSE OF ACCUSATION

22 22.

23 There is hereby incorporated in this second, separate
24 and distinct cause of Accusation, all of the allegations contained
25 in Paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10 of the First Cause
26 of Accusation with the same force and effect as if herein fully
27 set forth.

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23.

From time to time during 1989, 1990 through November 5, 1991, respondent ICC acting by and through respondent STRAVINSKI and beginning on or about November 6, 1991 and thereafter acting by and through respondent MERIDITH, offered or caused to be offered for sale and sold lots in the Subdivision.

24.

Phase I of the Subdivision as described in Paragraph 10 above, was in whole or in part subject to blanket encumbrances without unconditional release clauses at the time Respondents offered the lots for sale as described in Paragraph 23 above. Respondents ICC, STRAVINSKI, and MERIDITH failed to deposit or cause to be deposited all money received by said Respondents, from buyers or proposed buyers into a neutral escrow as required by Section 11013.2 of the Code. As of September 1, 1992, said Respondents had failed to deposit \$154,900.00 of said funds into a neutral escrow.

25.

Respondents ICC, STRAVINSKI, and MERIDITH, failed in connection with Phase II of the Subdivision as described in Paragraph 10 above, to make arrangements to deposit all money received from buyers or proposed buyers into either a neutral escrow or into a trust account until title had been delivered to the buyers. Said Respondents collected various sums of money from the buyers or proposed buyers in connection with the offering of lots for sale as described in Paragraph 23 above. Said Respondents failed to deposit or cause to be deposited the money

1 so collected in a neutral escrow or into a trust account, as
2 required by Section 11013.4 of the Code. As of September 1, 1992,
3 said Respondents had failed to deposit \$118,000.00 of said funds
4 into a neutral escrow or into a trust account.

5 26.

6 As described in Paragraphs 24 and 25 above, respondents
7 ICC, STRAVINSKI, and MERIDITH, failed to comply with Section
8 11013.1, 11013.2, or 11013.4 of the Code before offering or
9 selling lots in the Subdivision described in Paragraph 10 above.
10 Therefore, the offering of lots in the Subdivision did not satisfy
11 all criteria of Section 11010.4, and a subdivision public report
12 was required under Section 11018.2 of the Code before any offer or
13 sale of lots in the Subdivision.

14 27.

15 The respondents ICC, STRAVINSKI, and MERIDITH, sold or
16 offered for sale the lots in the Subdivision as described in
17 Paragraph 10 above, as defined in Section 11000 of the Code, for
18 which no subdivision public report had been obtained from the
19 California Department of Real Estate.

20 28.

21 The acts and omissions of respondents ICC, STRAVINSKI,
22 and MERIDITH set forth in the Second Cause of Accusation are
23 grounds for the suspension or revocation of said Respondents'
24 licenses and/or license rights under Section 10177(d) of the Code
25 in conjunction with Sections 11010.4, 11013.2, 11013.4 and 11018.2
26 of the Code and Section 2794 of the Regulations.

27 ///

1 37.

2 Respondent GILCHRIST failed to make arrangements to
3 deposit all money received from Teissere into a trust account
4 until title had been delivered to Teissere. Respondent GILCHRIST
5 collected \$30,000.00 from Teissere in connection with the sale of
6 the Boulder Property to Teissere. Respondent GILCHRIST failed to
7 deposit and/or maintain the money so collected in a neutral escrow
8 or into a trust account, as required by Section 11013.4 of the
9 Code.

10 38.

11 The Subdivision was in whole or in part subject to
12 blanket encumbrances without an unconditional release clause at
13 the time respondent GILCHRIST offered the Boulder Property for
14 sale as described in Paragraph 31 above. The holders of said
15 blanket encumbrances were Glenfed Inc., a Delaware Corporation,
16 and Guarantee Savings, a Division of Federal Bank. Respondent
17 GILCHRIST and the Seller failed to deposit and/or maintain all
18 money received by the respondent GILCHRIST from Teissere in a
19 neutral escrow as required by Section 11013.4 of the Code.

20 39.

21 As described in Paragraphs 38 and 39 above, neither
22 respondent GILCHRIST nor the Seller complied with Section 11013.1,
23 11013.2, or 11013.4 of the Code before offering or selling lots in
24 the Subdivision. Therefore, the offering of lots in the
25 Subdivision did not satisfy all criteria of Section 11010.4, and a
26 subdivision public report was required under Section 11018.2 of
27 the Code before any offer or sale of lots in the Subdivision.

1
2 The acts and/or omissions described above in this Third
3 Cause of Accusation are grounds for the suspension or revocation
4 of the licenses and/or license rights of respondent GILCHRIST
5 under the following sections of the Code and Regulations:

6 1) As to Paragraph 36, under Section 10176(a) of the
7 Code and Section 10176(i) or 10177(j) of the Code, or in the
8 alternative under Section 10177(g) of the Code.

9 2) As to Paragraphs 37, 38 and 39, under Section
10 10177(d) of the Code in conjunction with Sections 11010.4(a),
11 11013.2, and 11013.4 of the Code.

12 WHEREFORE, Complainant prays that a hearing be conducted
13 on the allegations of this Accusation and that upon proof thereof,
14 a decision be rendered imposing disciplinary action against all
15 licenses and license rights of Respondents, under the Real Estate
16 Law (Part 1 of Division 4 of the Business and Professions Code)
17 and for such other and further relief as may be proper under the
18 provisions of law.

19
20 
21 JERRY E. FISCUS
Deputy Real Estate Commissioner

22 Dated at Fresno, California,
23 this 13th day of April, 1994.
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26
27