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FILED

APR 12 2012

DEPARTMENT OF REAL ESTATE
By R. [Signature]

BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

In the Matter of the Accusation of

ALICIA TANYA DIGRAZIA aka
ALICIA TANYA BARTOW,

Respondent.

No. H-2364 FR

ORDER GRANTING REINSTATEMENT OF LICENSE

On August 6, 2009, in Case No. H-2364 FR, a Decision was rendered revoking the real estate salesperson license of Respondent effective September 1, 2009, but granting Respondent the right to the issuance of a restricted real estate salesperson license. A restricted real estate salesperson license was issued to Respondent on September 1, 2009, and Respondent has operated as a restricted licensee since that time.

On September 9, 2011, Respondent petitioned for the removal of restrictions attaching to Respondent's real estate salesperson license, and the Attorney General of the State of California has been given notice of the filing of the petition.

I have considered Respondent's petition and the evidence and arguments in support thereof. Respondent has demonstrated to my satisfaction that Respondent meets the

1 requirements of law for the issuance to Respondent of an unrestricted real estate salesperson
2 license and that it would not be against the public interest to issue said license to Respondent.

3 NOW, THEREFORE, IT IS ORDERED that Respondent's petition for
4 reinstatement is granted and that a real estate salesperson license be issued to Respondent if
5 Respondent satisfies the following requirements:

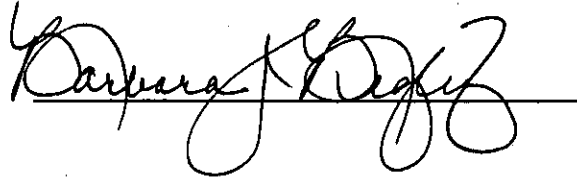
6 1. Submits a completed application and pays the fee for a real estate
7 salesperson license within the 12 month period following the date of this Order; and

8 2. Submits proof that Respondent has completed the continuing education
9 requirements for renewal of the license sought. The continuing education courses must be
10 completed either (i) within the 12 month period preceding the filing of the completed
11 application, or (ii) within the 12 month period following the date of this Order.

12 This Order shall become effective immediately.

13 DATED: 2/17/12

14 BARBARA J. BIGBY
15 Acting Real Estate Commissioner

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

FILED

AUG 12 2009

DEPARTMENT OF REAL ESTATE
By L. Frost

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8
9 BEFORE THE DEPARTMENT OF REAL ESTATE
10 STATE OF CALIFORNIA

11 * * *

12 In the Matter of the Accusation of) DRE No. H-2364 fr
13 ALICIA TANYA BARTOW,) STIPULATION AND AGREEMENT
14 Respondent.)
15)

16 It is hereby stipulated by and between Respondent ALICIA TANYA BARTOW
17 and the Complainant, acting by and through James L. Beaver, Counsel for the Department of
18 Real Estate (herein "the Department"), as follows for the purpose of settling and disposing of the
19 Accusation filed on March 18, 2009 in this matter (herein "the Accusation"):
20

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

27 DRE No. H-2364 FR

ALICIA TANYA BARTOW

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

4 3. On May 30, 2009, Respondent filed a Notice of Defense pursuant to
5 Section 11505 of the Government Code for the purpose of requesting a hearing on the allegations
6 in the Accusation. Respondent hereby freely and voluntarily withdraws said Notice of Defense.
7 Respondent acknowledges that Respondent understands that by withdrawing said Notice of
8 Defense Respondent will thereby waive Respondent's right to require the Real Estate
9 Commissioner (herein "the Commissioner") to prove the allegations in the Accusation at a
10 contested hearing held in accordance with the provisions of the APA and that Respondents will
11 waive other rights afforded to Respondents in connection with the hearing such as the right to
12 present evidence in defense of the allegations in the Accusation and the right to cross-examine
13 witnesses.
14
15

16 4. Respondent, pursuant to the limitations set forth below, hereby admits that
17 the factual allegations in the Accusation are true and correct and the Real Estate Commissioner
18 shall not be required to provide further evidence of such allegations.
19

20 5. It is understood by the parties that the Commissioner may adopt the
21 Stipulation and Agreement as his decision in this matter, thereby imposing the penalty and
22 sanctions on Respondent's real estate license and license rights as set forth in the "Order" below.
23 In the event that the Commissioner in his discretion does not adopt the Stipulation and
24 Agreement, it shall be void and of no effect, and Respondent shall retain the right to a hearing
25 and proceeding on the Accusation under all the provisions of the APA and shall not be bound by
26

any admission or waiver made herein.

6. This Stipulation and Agreement shall not constitute an estoppel, merger or bar to any further administrative or civil proceedings by the Department with respect to any matters which were not specifically alleged to be causes for accusation in this proceeding. This Stipulation and Agreement shall constitute an estoppel, merger and bar to any further administrative or civil proceedings by the Department with respect to any events which were specifically alleged to be causes for accusation in this proceeding.

DETERMINATION OF ISSUES

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

I

The acts and omissions of Respondent as described in the Accusation are grounds for the suspension or revocation of the licenses and license rights of Respondent under the provisions of Sections 10176(a) and 10177(g) of the California Business and Professions Code (herein "the Code").

ORDER

I

All licenses and licensing rights of Respondent ALICIA TANYA BARTOW under the Real Estate Law are revoked; provided, however, a restricted real estate salesperson license shall be issued to said Respondent pursuant to Section 10156.5 of the Business and Professions Code if, within 90 days from the effective date of the Decision entered pursuant to

1 this Order, the Respondent, prior to and as a condition of the issuance of said restricted license:

2 (a) makes application for the restricted license and pays to the Department
3 of Real Estate the appropriate fee therefore.

4 The restricted license issued to Respondent shall be subject to all of the
5 provisions of Section 10156.7 of the Business and Professions Code and to the following
6 limitations, conditions and restrictions imposed under authority of Section 10156.6 of that Code:

7
8 1. The restricted license issued to Respondent may be suspended prior to
9 hearing by Order of the Real Estate Commissioner in the event of Respondent's conviction or
10 plea of nolo contendere to a crime which is substantially related to Respondent's fitness or
11 capacity as a real estate licensee.

12 2. The restricted license issued to Respondent may be suspended prior to
13 hearing by Order of the Real Estate Commissioner on evidence satisfactory to the
14 Commissioner that Respondent has violated provisions of the California Real Estate Law, the
15 Subdivided Lands Law, Regulations of the Real Estate Commissioner or conditions attaching
16 to the restricted license.

17 3. Respondent shall not be eligible to apply for the issuance of an unrestricted
18 real estate license nor for the removal of any of the conditions, limitations or restrictions of a
19 restricted license until two (2) years have elapsed from the effective date of this Decision.

20 4. Respondent shall, within nine months from the effective date of the Decision,
21 present evidence satisfactory to the Commissioner that Respondent has, since the most recent
22 issuance of an original or renewal real estate license, taken and successfully completed the
23 continuing education requirements of Article 2.5 of Chapter 3 of the Real Estate Law for
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1 renewal of a real estate license. If Respondent fails to satisfy this condition, the Commissioner
2 may order the suspension of the restricted license until the Respondent presents such evidence.
3 The Commissioner shall afford Respondent the opportunity for a hearing pursuant to the
4 Administrative Procedure Act to present such evidence.

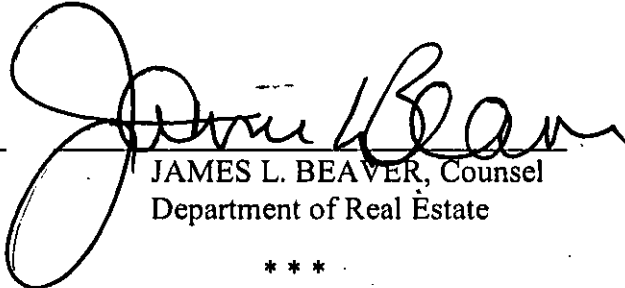
5 5. Respondent shall, within six (6) months from the issuance of the
6 restricted license, take and pass the Professional Responsibility Examination administered by
7 the Department, including the payment of the appropriate examination fee. If Respondent
8 fails to satisfy this condition, the Commissioner may order the suspension of the restricted
9 license until Respondent passes the examination.

10 6. Respondent shall submit with any application for license under an
11 employing broker, or any application for transfer to a new employing broker, a statement signed
12 by the prospective employing real estate broker on a form approved by the Department of Real
13 Estate which shall certify:
14

15 a. That the employing broker has read the Decision of the Commissioner
16 which granted the right to a restricted license; and
17

18 b. That the employing broker will exercise close supervision over the
19 performance by the restricted licensee relating to activities for which a real estate license is
20 required.

21
22 7-28-09
23 DATED

24 
25 JAMES L. BEAVER, Counsel
26 Department of Real Estate

27 * * *


28 I have read the Stipulation and Agreement and its terms are understood by me and
29 are agreeable and acceptable to me. I understand that I am waiving rights given to me by the

30 DRE No. H-2364 FR

ALICIA TANYA BARTOW

1 California Administrative Procedure Act (including but not limited to Sections 11506, 11508,
2 11509, and 11513 of the Government Code), and I willingly, intelligently, and voluntarily waive
3 those rights, including the right of requiring the Commissioner to prove the allegations in the
4 Accusation at a hearing at which I would have the right to cross-examine witnesses against me
5 and to present evidence in defense and mitigation of the charges.

6
7 7/28/09
8 DATED


ALICIA TANYA BARTOW
Respondent

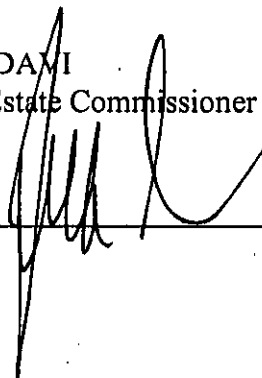
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10 * * *

11 The foregoing Stipulation and Agreement is hereby adopted by me as my Decision
12 in this matter and shall become effective at 12 o'clock noon on SEP 01 2009

13
14 IT IS SO ORDERED

8-6-09

15 JEFF DAMI
16 Real Estate Commissioner


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

4 Telephone: (916) 227-0789

FILED

AUG 12 2009

DEPARTMENT OF REAL ESTATE

By *L. Frost*

8 BEFORE THE DEPARTMENT OF REAL ESTATE

9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of)	DRE No. H-2364 FR
12 RCA PROPERTIES,)	OAH No. N-2009050235
13 INC., a Corporation, and)	<u>STIPULATION AND AGREEMENT</u>
14 ELISSA K. WILLIAMS,)	
15 Respondent.)	

16 It is hereby stipulated by and between Respondents RCA
17 PROPERTIES, INC. (herein "RCA") and ELISSA K. WILLIAMS (herein
18 "WILLIAMS") (herein "Respondents"), and the Complainant, acting
19 by and through James L. Beaver, Counsel for the Department of
20 Real Estate (herein "the Department"), as follows for the purpose
21 of settling and disposing of the Accusation filed on March 18,
22 2009, in this matter (herein "the Accusation"):

23 1. All issues which were to be contested and all
24 evidence which was to be presented by Complainant and Respondents
25 at a formal hearing on the Accusation, which hearing was to be

26
27 DRE No. H-2364 FR

RCA PROPERTIES, INC. and
ELISSA K. WILLIAMS

1 held in accordance with the provisions of the Administrative
2 Procedure Act (APA), shall instead and in place thereof be
3 submitted solely on the basis of the provisions of this
4 Stipulation and Agreement.

5 2. Respondents have received, read and understand the
6 Statement to Respondent, the Discovery Provisions of the APA and
7 the Accusation filed by the Department in this proceeding.

8 3. On May 30, 2009, Respondents filed Notices of
9 Defense pursuant to Section 11505 of the Government Code for the
10 purpose of requesting a hearing on the allegations in the
11 Accusation. Respondents each hereby freely and voluntarily
12 withdraw said Notice of Defense. Respondents acknowledge that
13 Respondents understand that by withdrawing said Notice of Defense
14 Respondents will thereby waive Respondents' right to require the
15 Real Estate Commissioner (herein "the Commissioner") to prove the
16 allegations in the Accusation at a contested hearing held in
17 accordance with the provisions of the APA and that Respondents
18 will waive other rights afforded to Respondents in connection
19 with the hearing such as the right to present evidence in defense
20 of the allegations in the Accusation and the right to cross-
21 examine witnesses.

22 4. This stipulation is based on the factual
23 allegations contained in the Accusation. In the interest of
24 expediency and economy, Respondents choose not to contest these
25 factual allegations, but to remain silent and understand that, as
26 a result thereof, these factual statements will serve as a prima

27 DRE No. H-2364 FR

RCA PROPERTIES, INC. and
ELISSA K. WILLIAMS

1 facie basis for the "Determination of Issues" and "Order" set
2 forth below. The Real Estate Commissioner shall not be required
3 to provide further evidence to prove such allegations.

4 5. This Stipulation and Respondents' decision not to
5 contest the Accusation are made for the purpose of reaching an
6 agreed disposition of this proceeding and are expressly limited
7 to this proceeding and any other proceeding or case in which the
8 Department of Real Estate (herein "the Department"), the state or
9 federal government, an agency of this state, or an agency of
10 another state is involved.

11 6. It is understood by the parties that the
12 Commissioner may adopt the Stipulation and Agreement as his
13 decision in this matter, thereby imposing the penalty and
14 sanctions on Respondents' real estate license and license rights
15 as set forth in the "Order" below. In the event that the
16 Commissioner in his discretion does not adopt the Stipulation and
17 Agreement, it shall be void and of no effect, and Respondents
18 shall retain the right to a hearing and proceeding on the
19 Accusation under all the provisions of the APA and shall not be
20 bound by any admission or waiver made herein.

21 7. This Stipulation and Agreement shall not
22 constitute an estoppel, merger or bar to any further
23 administrative or civil proceedings by the Department with
24 respect to any matters which were not specifically alleged to be
25 causes for accusation in this proceeding. This Stipulation and
26 Agreement shall constitute an estoppel, merger and bar to any

27 DRE No. H-2364 FR

RCA PROPERTIES, INC. and
ELISSA K. WILLIAMS

1 further administrative or civil proceedings by the Department
2 with respect to any events which were specifically alleged to be
3 causes for accusation in this proceeding.

4 DETERMINATION OF ISSUES

5 By reason of the foregoing stipulations, admissions and
6 waivers and solely for the purpose of settlement of the pending
7 Accusation without hearing, it is stipulated and agreed that the
8 following Determination of Issues shall be made:

9 I

10 The acts and omissions of Respondents RCA and WILLIAMS as
11 described in the Accusation are grounds for the suspension or
12 revocation of the licenses and license rights of Respondents RCA
13 and WILLIAMS under the provisions of Sections 10176(a) and
14 10177(g) the California Business and Professions Code (herein
15 "the Code").

16 I

17 A. All licenses and licensing rights of Respondent
18 RCA PROPERTIES, INC. under the Real Estate Law are suspended for
19 a period of SIXTY (60) days from the effective date of the
20 Decision herein; provided, however:

21 1. If Respondent RCA petitions, thirty (30) days of
22 said SIXTY (60) day suspension (or a portion thereof) shall be
23 stayed upon condition that:

24 (a) Respondent RCA pays a monetary penalty pursuant to
25 Section 10175.2 of the Code at the rate of \$100.00 for each day
26 of the suspension for a total monetary penalty of \$3,000.00.

27 DRE No. H-2364 FR

RCA PROPERTIES, INC. and
ELISSA K. WILLIAMS

1 (b) Said payment shall be in the form of a cashier's
2 check or certified check made payable to the Recovery Account of
3 the Real Estate Fund. Said check must be received by the
4 Department prior to the effective date of the Decision in this
5 matter.

6 (c) If Respondent RCA fails to pay the monetary
7 penalty in accordance with the terms and conditions of the
8 Decision, the Commissioner may, without a hearing, vacate and set
9 aside the stay order, and order the immediate execution of all or
10 any part of the stayed suspension.

11 (d) No final subsequent determination be made, after
12 hearing or upon stipulation, that cause for disciplinary action
13 against Respondent RCA occurred within two (2) years of the
14 effective date of the Decision herein. Should such a
15 determination be made, the Commissioner may, in his or her
16 discretion, vacate and set aside the stay order, and order the
17 execution of all or any part of the stayed suspension, in which
18 event the Respondent RCA shall not be entitled to any repayment
19 nor credit, prorated or otherwise, for money paid to the
20 Department under the terms of this Decision.

21 (e) If Respondent RCA pays the monetary penalty and if
22 no further cause for disciplinary action against the real estate
23 license of Respondent occurs within two (2) years from the
24 effective date of the Decision herein, then the stay hereby
25 granted shall become permanent.

26 2. Thirty (30) days of said SIXTY (60) day

27 DRE No. H-2364 FR

RCA PROPERTIES, INC. and
ELISSA K. WILLIAMS

1 suspension shall be stayed upon condition that:

2 (a) No final subsequent determination be made, after
3 hearing or upon stipulation, that cause for disciplinary action
4 against Respondent occurred within two (2) years of the
5 effective date of the Decision herein.

6 (b) Should such a determination be made, the
7 Commissioner may, in his or her discretion, vacate and set
8 aside the stay order, and order the execution of all or any
9 part of the stayed suspension, in which event the Respondent
10 shall not be entitled to any repayment nor credit, prorated or
11 otherwise, for money paid to the Department under the terms of
12 this Decision.

13 (c) If no order vacating the stay is issued, and if
14 no further cause for disciplinary action against the real
15 estate license of Respondent occurs within two (2) years from
16 the effective date of the Decision, then the stay hereby
17 granted shall become permanent.

18 II

19 B. All licenses and licensing rights of Respondent
20 WILLIAMS under the Real Estate Law are suspended for a period of
21 SIXTY (60) days from the effective date of the Decision herein;
22 provided, however:

23 Thirty (30) days of said SIXTY (60) day suspension (or
24 a portion thereof) shall be stayed upon condition that:

25 (a) Respondent WILLIAMS pays a monetary penalty
26 pursuant to Section 10175.2 of the Code at the rate of \$100.00

27 DRE No. H-2364 FR

RCA PROPERTIES, INC. and
ELISSA K. WILLIAMS

1 for each day of the suspension for a total monetary penalty of
2 \$3,000.00.

3 (b) Said payment shall be in the form of a cashier's
4 check or certified check made payable to the Recovery Account of
5 the Real Estate Fund. Said check must be received by the
6 Department prior to the effective date of the Decision in this
7 matter.

8 (c) If Respondent WILLIAMS fails to pay the monetary
9 penalty in accordance with the terms and conditions of the
10 Decision, the Commissioner may, without a hearing, vacate and set
11 aside the stay order, and order the immediate execution of all or
12 any part of the stayed suspension.

13 (d) No final subsequent determination be made, after
14 hearing or upon stipulation, that cause for disciplinary action
15 against Respondent WILLIAMS occurred within two (2) years of the
16 effective date of the Decision herein. Should such a
17 determination be made, the Commissioner may, in his or her
18 discretion, vacate and set aside the stay order, and order the
19 execution of all or any part of the stayed suspension, in which
20 event the Respondent shall not be entitled to any repayment nor
21 credit, prorated or otherwise, for money paid to the Department
22 under the terms of this Decision.

23 (e) If Respondent WILLIAMS pays the monetary penalty
24 and if no further cause for disciplinary action against the real
25 estate license of Respondent WILLIAMS occurs within two (2) years
26 from the effective date of the Decision herein, then the stay

27 DRE No. H-2364 FR

RCA PROPERTIES, INC. and
ELISSA K. WILLIAMS

hereby granted shall become permanent.

2. Thirty (30) days of said SIXTY (60) day
suspension shall be stayed upon condition that:

(a) No final subsequent determination be made, after
hearing or upon stipulation, that cause for disciplinary action
against Respondent occurred within two (2) years of the
effective date of the Decision herein.

(b) Should such a determination be made, the
Commissioner may, in his or her discretion, vacate and set
aside the stay order, and order the 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 money paid to the Department under the terms of
this Decision.

(c) If no order vacating the stay is issued, and if
no further cause for disciplinary action against the real
estate license of Respondent occurs within two (2) years from
the effective date of the Decision, then the stay hereby
granted shall become permanent.

7-28-09

DATED


JAMES L. BEAVER, Counsel
Department of Real Estate

* * *

I have read the Stipulation and Agreement 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

DRE No. H-2364 FR

RCA PROPERTIES, INC. and
ELISSA K. WILLIAMS

1 Administrative Procedure Act (including but not limited to
2 Sections 11506, 11508, 11509, and 11513 of the Government Code),
3 and I willingly, intelligently, and voluntarily waive those
4 rights, including the right of requiring the Commissioner to
5 prove the allegations in the Accusation at a hearing at which I
6 would have the right to cross-examine witnesses against me and to
7 present evidence in defense and mitigation of the charges.

8 7/28/09

DATED

RCA PROPERTIES, INC.
Respondent

By Elissa K. Williams
ELISSA K. WILLIAMS
Designated Officer - Broker

11 7/28/09

DATED

Elissa K. Williams
ELISSA K. WILLIAMS
Respondent

• * *

14 ///
15 ///
16 ///
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19 The foregoing Stipulation and Agreement is hereby
20 adopted by me as my Decision in this matter and shall become
21 effective at 12 o'clock noon on SEP 01 2009

22 IT IS SO ORDERED

8-6-09

24 JEFF DAVI
Real Estate Commissioner

25 [Signature]
26

27 DRE No. H-2364 FR

RCA PROPERTIES, INC. and
ELISSA K. WILLIAMS

FILED

MAR 18 2009

DEPARTMENT OF REAL ESTATE

By K. Max

1 DAVID B. SEALS, Counsel (SBN 69378)
2 Department of Real Estate
3 P. O. Box 187007
4 Sacramento, CA 95818-7007
5 Telephone: (916) 227-0791
6 -or- (916) 227-0792 (Direct)

7 BEFORE THE DEPARTMENT OF REAL ESTATE
8 STATE OF CALIFORNIA

9 * * *

10 In the Matter of the Accusation of) No. H-2364 FR
11)
12 ALICIA TANYA BARTOW,)
13 ELISSA K. WILLIAMS, and) ACCUSATION
14 RCA PROPERTIES INC.,)
15 Respondents.)

16 The Complainant, John Sweeney, a Deputy Real Estate Commissioner of the
17 State of California for cause of Accusation against ALICIA TANYA BARTOW (hereinafter
18 "Respondent BARTOW"), ELISSA K. WILLIAMS, (hereinafter "Respondent WILLIAMS")
19 and RCA PROPERTIES INC. (hereinafter "Respondent RCA") is informed and alleges as
20 follows:

21 1

22 The Complainant makes this Accusation in his official capacity.

23 2

24 Respondent RCA is licensed and/or has license rights under the Real Estate Law,
25 Part 1 of Division 4 of the California Business and Professions Code (hereinafter "Code") as a
26 corporate real estate broker dba Re/Max Parkside and Re/Max Parkside Real Estate. At all times
27 mentioned herein Respondent WILLIAMS was and is the Designated Officer of Respondent
RCA.

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Respondent WILLIAMS is licensed and/or has license rights under the Code as a real estate broker. At all times mentioned herein Respondent WILLIAMS was and is the Designated Officer of Respondent RCA.

4

Respondent BARTOW is licensed and/or has license rights under the Code as a real estate salesperson. At all times mentioned herein Respondent BARTOW was employed as a licensed real estate salesperson by Respondent RCA.

5

On or about August 6, 2007, Respondent BARTOW, on behalf of Matthew Azevedo, Jr. (hereinafter the "Buyer"), submitted a CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (hereinafter the "Agreement") dated August 6, 2007 to Chad Davis (hereinafter the "Seller") and Cynthia Laree Fisher (hereinafter the "Sellers' Agent"), relating to the real property located at 2790 S. River Road, Templeton (hereinafter the "Property").

6

The Agreement provided, in pertinent part, that "...Buyer has given a deposit in the amount of ... \$7,000.00 to the agent submitting the offer, made payable to ESCROW, which shall be held uncashed until Acceptance and then deposited within 3 business days after Acceptance ..." However, Respondent BARTOW had not, in fact, received a deposit from the Buyer in any amount at the time the offer was presented.

7

On or about August 6, 2007 the Seller signed the Agreement accepting the offer on the Property subject to an August 6, 2007 counter offer. On or about August 9, 2007, the final counter offer was signed by Buyer and Seller.

///
///

1 8

2 In truth and in fact, Respondent BARTOW had not received nor did she ever
3 receive a deposit from the Buyer in any amount.

4 9

5 During the period from August 10, 2007 to August 18, 2007 Seller's Agent
6 learned that Respondent BARTOW never had the \$7,000 deposit referred to in the Agreement
7 and made attempts to have Respondent BARTOW get the deposit into the escrow company.

8 10

9 On or about August 20, 2007, Respondent WILLIAMS informed Seller's Agent
10 that there was no binding contract between the Buyer and Seller in the transaction for the sale of
11 the Property because the Buyer had failed to perform.

12 11

13 At all times relevant herein both Respondent BARTOW and Respondent
14 WILLIAMS were aware that there was, at no time prior to or contemporaneous with the
15 presentation of the Agreement to the Seller nor the signing of the Agreement by both the Buyer
16 and the Seller, a writing, signed by the Seller, stating that the Buyer had not given the agent
17 submitting the offer, Respondent BARTOW, a deposit in the amount of \$7,000.

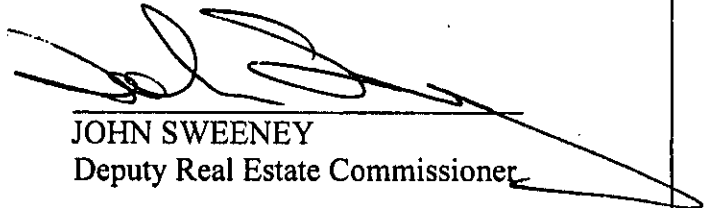
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19 At all times mentioned herein, Respondent WILLIAMS failed to exercise
20 reasonable supervision over the activities of Respondents RCA and BARTOW and her other
21 salespersons, and permitted, ratified and/or caused the conduct described above. Respondent
22 WILLIAMS failed to reasonably or adequately review, oversee, inspect and manage Respondent
23 BARTOW and the other salespersons under her employ, and/or to establish reasonable policies,
24 rules, procedures and systems for such review, oversight, inspection and management.

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1
2 The acts and/or omissions of Respondents BARTOW and WILLIAMS described
3 above are grounds for the revocation or suspension of all Respondents RCA and BARTOW's
4 licenses under Section 10176(a) and/or Section 10177(g) of the Code and all of Respondent
5 WILLIAMS' licenses under Section 10177(h) of the Code and Section 10176(a) and/or Section
6 10177(g) of the Code.

7 WHEREFORE, Complainant prays that a hearing be conducted on the allegations
8 of this Accusation and that upon proof thereof, a decision be rendered imposing disciplinary
9 action against all licenses and license rights of Respondent, under the Real Estate Law (Part 1 of
10 Division 4 of the Business and Professions Code) and for such other and further relief as may be
11 proper under other provisions of law.

12
13
14 
15 JOHN SWEENEY
16 Deputy Real Estate Commissioner

16 Dated at Fresno, California,
17 this 5th day of March, 2009.