

FILED

NOV 22 2011

DEPARTMENT OF REAL ESTATE
P. O. Box 187007
Sacramento, CA 95818-7007

Telephone: (916) 227-0789

DEPARTMENT OF REAL ESTATE

By L. Jones

BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

In the Matter of the Accusation of)

) NO. H-2533 FR

STEPHANIE GOFF,)

) STIPULATION AND AGREEMENT

) Respondent.)

It is hereby stipulated by and between Respondent STEPHANIE GOFF (hereinafter referred to as "Respondent") and her attorney, ROBERT R. McNAMARA, and the Complainant, acting by and through KENNETH C. ESPELL, Counsel for the Department of Real Estate, as follows for the purpose of settling and disposing of the Accusation filed on September 20, 2010, in this matter (hereinafter "the Accusation"):

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

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

1 3. On September 30, 2010, Respondent filed a Notice of Defense pursuant to
2 Section 11505 of the Government Code for the purpose of requesting a hearing on the
3 allegations in the Accusation. Respondent hereby freely and voluntarily withdraws said Notice
4 of Defense. Respondent acknowledges that Respondent understands that by withdrawing said
5 Notice of Defense, Respondent will thereby waive Respondent's right to require the Real
6 Estate Commissioner (hereinafter "the Commissioner"), to prove the allegations in the
7 Accusation at a contested hearing held in accordance with the provisions of the APA and that
8 Respondent will waive other rights afforded to Respondent in connection with the hearing such
9 as the right to present evidence in defense of the allegations in the Accusation and the right to
10 cross-examine witnesses.

11 4. Respondent, pursuant to the limitations set forth below, hereby admits that
12 the factual allegations in the Accusation pertaining to Respondent are true and correct and
13 stipulates and agrees that the Commissioner shall not be required to provide further evidence of
14 such allegations.

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

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

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1 **DETERMINATION OF ISSUES**

2 By reason of the foregoing stipulations, admissions and waivers and solely for the
3 purpose of settlement of the pending Accusation without hearing, it is stipulated and agreed that
4 the acts and omissions of Respondent described in the Accusation are grounds for the suspension
5 or revocation of the licenses and license rights of Respondent under the provisions of Sections
6 10148, 10176(a), 10176(i), 10176(j), 10176(g) and/or 10177(d) of the Business and Professions
7 Code (hereinafter "the Code").

8 **ORDER**

9 All licenses and licensing rights of Respondent under the Real Estate Law are
10 suspended for a period of ninety (90) days from the effective date of the Decision herein;
11 provided, however, forty-five (45) days of said suspension shall be stayed for two (2) years upon
12 the following terms and conditions:

13 1. Respondent pays a monetary penalty pursuant to Section 10175.2 of the
14 Business and Professions Code at a rate of \$100.00 for each day of the suspension for a total
15 monetary penalty of \$4,500.00.

16 (a) Said payment shall be in the form of a cashier's check or certified
17 check made payable to the Recovery Account of the Real Estate Fund. Said check must be
18 delivered to the Department prior to the effective date of the Order in this matter.

19 (b) No further cause for disciplinary action against the real estate
20 licenses of Respondent occurs within four (4) years from the effective date of the Decision in
21 this matter.

22 (c) If Respondent fails to pay the monetary penalty as provided above
23 prior to the effective date of this Order, the stay of the suspension shall be vacated as to
24 Respondent and the order of suspension shall be immediately executed under this Order, in
25 which event Respondent shall not be entitled to any repayment nor credit, prorated or otherwise,
26 for any money paid to the Department under the terms of this Order.

27 (d) If Respondent pays the monetary penalty and any other moneys due

1 under this Stipulation and Agreement in Settlement and if no further cause for disciplinary
2 action against the real estate license of Respondent occurs within four (4) years from the
3 effective date of this Order, the entire stay hereby granted under this Order shall become
4 permanent.

5 2. Forty-five (45) days of said suspension shall be stayed for four (4) years upon
6 the following terms and conditions:

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

9 b. That no final subsequent determination be made, after hearing or upon
10 stipulation, that cause for disciplinary action occurred within four (4) years from the effective
11 date of this Order. Should such a determination be made, the Commissioner may, in her
12 discretion, vacate and set aside the stay order and reimpose all or a portion of the stayed
13 suspension. Should no such determination be made, the stay made shall become permanent.

14 3. Respondent shall within nine (9) months from the effective date of this Order,
15 present evidence satisfactory to the Commissioner that Respondent has, since the most recent
16 issuance of an original or renewal real estate license, taken and successfully completed the
17 continuing education requirements in trust fund handling, property management and real estate
18 ethics as specified in subdivision (a) of Section 10170.5 of the Code. If Respondent fails to
19 satisfy this condition, the Commissioner, within her sole discretion, may order the suspension of
20 Respondent's license and/or license rights until Respondent presents to the Commissioner such
21 evidence that proves compliance with this provision.

22 4. Respondent shall, within six (6) months from the effective date of this
23 Decision, take and pass the Professional Responsibility Examination administered by the
24 Department including the payment of the appropriate examination fee. If Respondent fails to
25 satisfy this condition, the Commissioner may order suspension of Respondent's license until
26 Respondent passes the examination.

27 5. Respondent shall notify the Commissioner in writing within 72 hours of any

1 arrest by sending a certified letter to the Commissioner at the Department of Real Estate, Post
2 Office Box 187000, Sacramento, CA 95818-7000. The letter shall set forth the date of
3 Respondent's arrest, the crime for which Respondent was arrested and the name and address of
4 the arresting law enforcement agency. Respondent's failure to timely file written notice shall
5 constitute an independent violation of the terms of this stipulation and agreement and shall be
6 grounds for the suspension or revocation of Respondent's license.

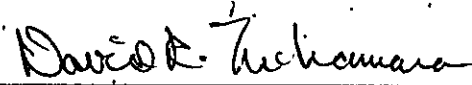
7
8 10/10/11
9 DATED


KENNETH C. ESPELL, Counsel
Department of Real Estate

11 ***

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

14
15 DATED


ROBERT R. McNAMARA
Attorney for Respondent

16 ***

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

24
25 9/30/11
26 DATED


STEPHANIE GOFF
Respondent

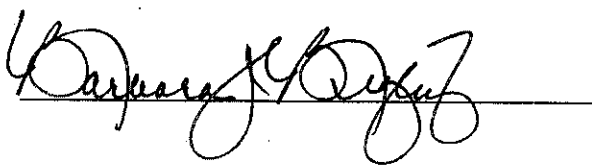
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The foregoing Stipulation and Agreement is hereby adopted by me as my
Decision in this matter as to Respondent STEPHANIE GOFF and shall become effective at
12 o'clock noon on **DEC 12 2011**

IT IS SO ORDERED 11/1/11

BARBARA J. BIGBY
Acting Real Estate Commissioner



1 KENNETH C. ESPELL, Counsel (SBN 178757)
2 Department of Real Estate
3 P. O. Box 187007
4 Sacramento, CA 95818-7007

5 Telephone: (916) 227-0789
6 -or- (916) 227-0868 (Direct)

FILED

SEP 20 2010

DEPARTMENT OF REAL ESTATE

By *A. Henry*

10 BEFORE THE DEPARTMENT OF REAL ESTATE
11 STATE OF CALIFORNIA

12 * * *

13 In the Matter of the Accusation of)
14)
15)

16 STEPHANIE GOFF)
17)

Respondent.)

No. H- 2533 FR

ACCUSATION

18 The Complainant, LUKE MARTIN, makes this Accusation in his official capacity
19 as a Deputy Real Estate Commissioner of the State of California, for cause of Accusation against
20 STEPHANIE GOFF (hereinafter "Respondent"), is informed and alleges as follows:

21 1

22 Respondent is presently licensed and/or has license rights under the Real Estate
23 Law (Part 1 of Division 4 of the Business and Professions Code) (hereinafter "Code") as a real
24 estate salesperson (RES # 01258426).

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At all times relevant herein Respondent was employed by London Properties, Ltd., as a real estate salesperson and was acting within the course and scope of her employment with London Properties, Ltd.

On or before February 2, 2009, Lorena Rabago and Alfonso Rabago III (hereinafter the "Buyers") employed Respondent in an attempt to purchase a home located at 4003 West Peace Tree Lane, Fresno, California (the "Subject Property"), a bank approved short-sale. On or about February 2, 2009, the Buyers made an offer to purchase the subject property through Respondent. At no time during the employment of Respondent did the Buyers provide to Respondent a Power of Attorney or other writing authorizing Respondent to sign documents on their behalf. On or about March 18, 2009, escrow on the property was opened with Chicago Title Company. Difficulties with the purchase ensued. On or about April 21, 2009, without written permission from the Buyers, Respondent signed the Buyers names to a *Cancellation of Contract, Release of Deposit and Joint Escrow Instruction* thereby canceling the Buyers contract to purchase the subject property. By delivering the *Cancellation of Contract, Release of Deposit and Joint Escrow Instruction* executed by Respondent signing the Buyers' names without a designation that Respondent was executing the cancellation on the Buyers' behalf, Respondent represented to the sellers and escrow holder that the Buyers had executed the cancellation. Further, Respondent did not disclose to the Buyers that she had executed the cancellation. It was only after the lender informed the Buyers that the contract had been canceled did the Buyers learn that Respondent had signed the cancellation on their behalf.

Respondent's act of signing the Buyers name to the cancellation and failing to disclose her action to the escrow company and the sellers; Respondent's failure to obtain a Power of Attorney authorizing Respondent to sign on behalf of the Buyers, or, obtain advance written approval to execute the cancellation, and/or Respondent's failure to obtain the Buyers written

1 ratification of Respondent's act after the fact, are grounds for suspension or revocation of all
2 licenses and license rights of Respondent under Sections 10176 (a) (Making a substantial
3 misrepresentation), 10176(d) (Acting for one or more parties in a transaction without the
4 knowledge or consent of all parties thereto), 10176(i) (Fraud or dishonest dealing) or 10177(j)
5 (Other conduct which is fraud or dishonest dealing) or, in the alternative, 10177(g) (Negligence
6 or incompetence in performing licensed acts).

7 5

8 Pursuant to California Civil Code Section 2079.14, Respondent was to provide
9 the Buyers with a *Disclosure Regarding Real Estate Agency* form and pursuant to Section 10148
10 of the Code retain a copy of same in the transaction file for three years after the file is closed.

11 6

12 On or about July 22, 2009, a Deputy Commissioner in the Enforcement Section
13 of the Department of Real Estate requested that London Properties, Ltd. provide a copy of the
14 transaction file for the Buyers' attempted purchase of 4003 West Peach Tree Lane, Fresno,
15 California. On or about August 10, 2009, the Deputy Commissioner received the transaction file.
16 The transaction file did not include either an executed or an unexecuted *Disclosure Regarding*
17 *Real Estate Agency* form. Failure to provide the Disclosure to the BUYERS and/or failure to
18 maintain the form within the transaction file is a violation of California Civil Code Section
19 2079.14 and/or a violation of Section of 10148 of the Code and constitutes cause under Section
20 10177(d) of the Code for the suspension or revocation of all licenses and license rights of
21 Respondent under the Real Estate Law.

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

LE Mont

LUKE MARTIN
Deputy Real Estate Commissioner

Dated at Fresno, California,

this 13th day of SEPTEMBER 2010.