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2 Department of Real Estate
3 P.O. Box 137007
4 Sacramento, CA 95813-7007
5 Telephone: (916) 576-8700
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FILED
AUG 30 2023
DEPARTMENT OF REAL ESTATE
By J. Taggart

8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of)
12 GEORGE HERBERT STEESE, JR.,)
13 Respondent.)

No. H-3473 FR
STIPULATION AND
AGREEMENT

14
15 It is hereby stipulated by and between GEORGE HERBERT STEESE, JR.
16 (STEESE) (also referred to as "Respondent"), represented by Iustina Mignea, and the
17 Complainant, acting by and through Richard Uno, Counsel for the Department of Real Estate
18 (Department), as follows for the purpose of settling and disposing the Accusation filed on
19 January 30, 2023, in this matter:

- 20 1. All issues which were to be contested and all evidence which was to be
21 presented by Complainant and Respondent at a formal hearing on the Accusation, which hearing
22 was to be held in accordance with the provisions of the Administrative Procedure Act (APA),
23 shall instead and in place thereof be submitted solely on the basis of the provisions of this
24 Stipulation and Agreement.
25 2. Respondent has received, read, and understands the Statement to
26 Respondent, and the Discovery Provisions of the APA filed by the Department in this
27 proceeding.

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

10 4. This Stipulation and Agreement is based on the factual allegations
11 contained in the Accusation. In the interest of expediency and economy, Respondent chooses not
12 to contest these factual allegations, but to remain silent and understand that, as a result thereof,
13 these factual statements will serve as a prima facie basis for the "Determination of Issues" and
14 "Order" set forth below. The Commissioner shall not be required to provide further evidence to
15 prove such allegations.

16 5. This Stipulation and Agreement and Respondent's decision not to contest
17 the Accusation are made for the purpose of reaching an agreed disposition of this proceeding and
18 are expressly limited to this proceeding and any other proceeding or case in which the
19 Department, the state or federal government, an agency of this state, or an agency of another
20 state is involved.

21 6. Respondent understands that by agreeing to this Stipulation and
22 Agreement, Respondent agrees to pay, pursuant to Section 10148 of the California Business and
23 Professions Code (Code), the cost of the audit, which resulted in the determination that
24 Respondent committed the trust fund handling violation(s) found in the Determination of Issues.
25 The amount of said costs is \$6,718.50.

26 7. Respondent further understands that by agreeing to this Stipulation and
27 Agreement, the findings set forth below in the Determination of Issues become final, and that

1 the Commissioner may charge said Respondent for the costs of any audit conducted pursuant to
2 Section 10148 of the Code to determine if the violations have been corrected. The maximum
3 costs of said audit shall not exceed \$8,398.13.

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

11 9. The Order or any subsequent Order of the Commissioner made pursuant to
12 this Stipulation and Agreement shall not constitute an estoppel, merger or bar to any further
13 administrative or civil proceedings by the Department with respect to any matters which were
14 not specifically alleged in Accusation H-3473 FR.

15 * * *

16 DETERMINATION OF ISSUES

17 By reason of the foregoing stipulations and waivers and solely for the purpose of
18 settlement of the pending Accusation without a hearing, it is stipulated and agreed that the
19 following determination of issues shall be made:

20 I

21 The acts and omissions of Respondent as described in the Accusation are
22 grounds for the suspension or revocation of Respondent's licenses and license rights under
23 sections 2831.1, 2831.2, 2832 and 2832.1 Title 10 of the California Code of Regulations
24 (Regulations) and Sections 10130, 10163, 10145 and 10177(g) of the Code.

1 a) Respondent shall obey all laws, rules and regulations governing the rights, duties
2 and responsibilities of a real estate licensee in the State of California; and,

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

8 II

9 1) Pursuant to Section 10148 of the Code, Respondent shall pay the sum of
10 \$6,718.50 for the Commissioner's cost of the audit which led to this disciplinary action.
11 Respondent shall pay such cost within sixty (60) days of receiving an invoice therefore from the
12 Commissioner. Payment of audit costs should not be made until Respondent receives the
13 invoice. If Respondent fail to satisfy this condition in a timely manner as provided for herein,
14 Respondent's real estate license shall automatically be suspended until payment is made in full,
15 or until a decision providing otherwise is adopted following a hearing held pursuant to this
16 condition.

17 2) Pursuant to Section 10148 of the Code, Respondent shall pay the Commissioner's
18 reasonable cost, not to exceed \$8,398.17, for an audit to determine if Respondent has corrected
19 the violation(s) found in the Determination of Issues. In calculating the amount of the
20 Commissioner's reasonable cost, the Commissioner may use the estimated average hourly salary
21 for all persons performing audits of real estate brokers, and shall include an allocation for travel
22 time to and from the auditor's place of work. Respondent shall pay such cost within sixty (60)
23 days of receiving an invoice therefore from the Commissioner. Payment of the audit costs
24 should not be made until Respondent receives the invoice. If Respondent fails to satisfy this
25 condition in a timely manner as provided for herein, Respondent's real estate license shall
26 automatically be suspended until payment is made in full, or until a decision providing otherwise
27

1 is adopted following a hearing held pursuant to this condition.

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5 DATED

7/24/23


RICHARD UNO
Counsel for Complainant


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7 * * *

8 I have read the Stipulation and Agreement, discussed it with my counsel, and its
9 terms are understood by me and are agreeable and acceptable to me. I understand that I am
10 waiving rights given to me by the California Administrative Procedure Act, and I willingly,
11 intelligently and voluntarily waive those rights, including the right of requiring the
12 Commissioner to prove the allegations in the Accusation at a hearing at which I would have the
13 right to cross-examine witnesses against me and to present evidence in defense and mitigation of
14 the charges.

15 Respondent and Respondent's attorney further agree to email a copy of the signed
16 Stipulation to: Richard.Uno@dre.ca.gov and to send the original signed Stipulation by mail to
17 the following address no later than one (1) week from the date the Stipulation is signed by
18 Respondent and Respondent's attorney: *Department of Real Estate, Legal Section, P.O. Box*
19 *137007, Sacramento, California 95813-7007*. Respondent and Respondent's attorney understand
20 and agree that if they fail to return the original signed Stipulation by the due date, Complainant
21 retains the right to set this matter for hearing.

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24 DATED


7-20-2023


GEORGE HERBERT STEESE, JR.
Respondent

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

7/20/23
DATED


JUSTINA G. MIGNEA
Attorney for Respondents

The foregoing Stipulation and Agreement is hereby adopted as my Decision and Order and shall become effective at 12 o'clock noon on SEP 19 2023.

IT IS SO ORDERED 8.22.23

DOUGLAS R. McCAULEY
REAL ESTATE COMMISSIONER

