

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

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

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

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

23 6. It is understood by the parties that the Commissioner may adopt this
24 Stipulation as his decision in this matter, thereby imposing the penalty and sanctions on
25 Respondents' real estate licenses and license rights as set forth in the "Order" below. In the
26 event that the Commissioner in his discretion does not adopt this Stipulation, it shall

27 ///

1 2. The remaining thirty (30) days of said suspension shall also be stayed
2 for two (2) years upon the following terms and conditions:

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

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

12 II. TONI DELENA LEGRAS-PRICE

13 1. All licenses and licensing rights of Respondent LEGRAS-PRICE under
14 the Real Estate Law are suspended for a period of sixty (60) days from the effective date of this
15 Stipulation; provided; however, that:

16 a. Thirty (30) days of said suspension shall be stayed, upon the
17 condition that Respondent LEGRAS-PRICE petitions pursuant to Section 10175.2 of the Code
18 and pays a monetary penalty pursuant to Section 10175.2 of the Code at a rate of \$50.00 for
19 each day of the suspension for a total monetary penalty of \$1,500.00.

20 i. Said payment shall be in the form of a cashier's check
21 made payable to the Department of Real Estate. Said check must be delivered to the
22 Department of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013,
23 prior to the effective date of this Order.

24 ii. No further cause for disciplinary action against the Real
25 Estate licenses of Respondent LEGRAS-PRICE occurs within two (2) years from the effective
26 date of the Stipulation in this matter.

27

1 iii. If Respondent LEGRAS-PRICE fails to pay the monetary
2 penalty as provided above prior to the effective date of this Stipulation, the suspension shall go
3 into effect automatically.

4 iv. If Respondent LEGRAS-PRICE timely pays the
5 monetary penalty and any other moneys due under this Stipulation; and if no further cause for
6 disciplinary action against the real estate license of Respondent LEGRAS-PRICE occurs
7 within two (2) years from the effective date of this Stipulation, the entire stay hereby granted
8 pursuant to this Stipulation, as to LEGRAS-PRICE only, shall become permanent.

9 2. The remaining thirty (30) days of said suspension shall also be stayed
10 for two (2) years upon the following terms and conditions:

11 a. Respondent LEGRAS-PRICE shall obey all laws, rules and
12 regulations governing the rights, duties and responsibilities of a real estate licensee in the State
13 of California; and,

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

20 III. RESPONDENTS BEACHSIDE RENTALS, INC. and TONI DELENA
21 LEGRAS-PRICE

22 1. Pursuant to Section 10148 of the Code, Respondents shall jointly and
23 severally pay the sum of \$6,223.50 for the Commissioner's cost of the audit which led to this
24 disciplinary action. Respondents shall pay such cost within sixty (60) days of receiving an
25 invoice therefore from the Commissioner. Payment of audit costs should not be made until
26 Respondents receive the invoice. If Respondents fail to satisfy this condition in a timely manner
27 as provided for herein, Respondents' real estate licenses shall automatically be

1 suspended until payment is made in full, or until a decision providing otherwise is adopted
2 following a hearing held pursuant to this condition.

3 2. Pursuant to Section 10148 of the Code, Respondents shall jointly and
4 severally pay the Commissioner's reasonable cost, not to exceed \$7,779.38, for an audit to
5 determine if Respondents have corrected the violation(s) found in the "Determination of Issues".
6 In calculating the amount of the Commissioner's reasonable cost, the Commissioner may use the
7 estimated average hourly salary for all persons performing audits of real estate brokers, and shall
8 include an allocation for travel time to and from the auditor's place of work. Respondents shall
9 pay such cost within sixty (60) days of receiving an invoice therefore from the Commissioner.
10 Payment of the audit costs should not be made until Respondents receive the invoice. If
11 Respondents fail to satisfy this condition in a timely manner as provided for herein,
12 Respondents' real estate licenses shall automatically be suspended until payment is made in full,
13 or until a decision providing otherwise is adopted following a hearing held pursuant to this
14 condition.

15 3. All licenses and licensing rights of Respondents are indefinitely
16 suspended unless or until Respondents pay the sum of \$950.00 for the Commissioner's
17 reasonable cost of the investigation which led to this disciplinary action. Said payment shall be
18 in the form of a cashier's check made payable to the Department of Real Estate. The
19 investigative and enforcement costs must be delivered to the Department of Real Estate, Flag
20 Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective date of this
21 Stipulation.

22
23 12/7/23

24 _____
DATED

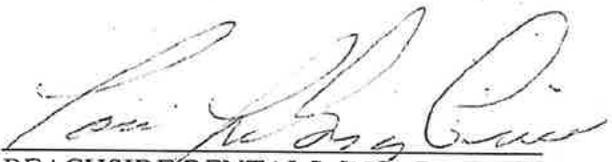
25 _____
Richard K. Uno, Counsel

Department of Real Estate

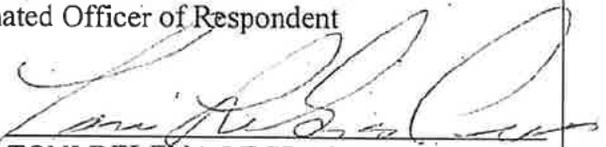
26 * * *

1 I have read the Stipulation and Order in Settlement and Order and its terms are
2 understood by me and are agreeable and acceptable to me. I understand that I am waiving
3 rights given to me by the California Administrative Procedure Act (including but not limited to
4 Sections 11506, 11508, 11509, and 11513 of the Government Code), and I willingly,
5 intelligently, and voluntarily waive those rights, including the right of requiring the
6 Commissioner to prove the allegations in the Accusation at a hearing at which I would have the
7 right to cross-examine witnesses against me and to present evidence in defense and mitigation
8 of the charges. Respondents can signify acceptance and approval of the terms and conditions of
9 this Stipulation and Order by emailing a copy of the signature page, as actually signed by
10 Respondents, to the Department at Richard.Uno@dre.ca.gov. Respondents agree,
11 acknowledge and understand that by electronically sending to the Department an electronic
12 copy of Respondents' actual signatures as they appear on the Stipulation and Order, that receipt
13 of the electronic copy by the Department shall be as binding on Respondents as if the
14 Department had received the original signed Stipulation and Order.

15
16
17 12/5/23
18 DATED


19 BEACHSIDE RENTALS, INC., Respondent
20 TONI DELENA LEGRAS-PRICE,
21 Designated Officer of Respondent

22
23
24 12/5/23
25 DATED


26 TONI DELENA LEGRAS-PRICE,
27 Respondent

28 *I have reviewed this Stipulation and Agreement as to form and content and have
29 advised my clients accordingly.*

30
31
32 12/6/23



1 DATED

JOSHUA A. ROSENTHAL
Attorney for Respondents

2
3 * * *

4 The foregoing Stipulation and Agreement In Settlement and Order is hereby
5 adopted by me as my Decision in this matter as to Respondents BEACHSIDE RENTALS, INC.
6 and TONI DELENA LEGRAS-PRICE, and shall become effective at 12 o'clock noon on
7

8 FEB 07 2024

9 IT IS SO ORDERED JAN 16 2024

10
11 CHIKA SUNQUIST
12 REAL ESTATE COMMISSIONER

13
14 
15 By: MARCUS McARTHER
16 Chief Deputy Real Estate Commissioner
17
18
19
20
21
22
23
24
25
26
27