

1 Department of Real Estate
2 P.O. Box 137007
3 Sacramento, CA 95813-7007

4 Telephone: (916) 576-8700
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FILED
MAY 08 2024
DEPARTMENT OF REAL ESTATE
By J. Taggard

8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of)
12 WATSON REALTY SERVICES, INC. AND)
13 WILLIAM STANLEY REDMOND, JR.,)
14 Respondents.)
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No. H-3502 FR
STIPULATION AND AGREEMENT

15 It is hereby stipulated by and between WATSON REALTY SERVICES, INC.
16 (WRS) only, represented by Joshua A. Rosenthal, and the Complainant, acting by and through
17 Richard K. Uno, Counsel for the Department of Real Estate (Department), as follows for the
18 purpose of settling and disposing the Accusation filed on June 12, 2023, in this matter:

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

24 2. Respondent has received, read, and understands the Statement to
25 Respondent, and the Discovery Provisions of the APA filed by the Department in this
26 proceeding.
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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 choose 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 is involved.

20 6. It is understood by the parties that the Commissioner may adopt the
21 Stipulation and Agreement as his Decision and Order in this matter thereby imposing the penalty
22 and sanctions on the real estate licenses and license rights of Respondent as set forth in the below
23 "Order". In the event that the Commissioner in her 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.
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1 Section 10175.2 of the Code at a rate of \$50 for each day of the suspension for a total monetary
2 penalty of \$1,500.00.

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

7 b) No further cause for disciplinary action against the Real Estate licenses of WRS
8 occurs within two (2) years from the effective date of the decision in this matter.

9 c) If WRS fails to pay the monetary penalty as provided above prior to the effective
10 date of this Order, the stay of the suspension shall be vacated as to that WRS and the order of
11 suspension shall be immediately executed, under this Order, in which event the said WRS shall
12 not be entitled to any repayment nor credit, prorated or otherwise, for the money paid to the
13 Department under the terms of this Order.

14 d) If WRS pays the monetary penalty and any other moneys due under this
15 Stipulation and Agreement and if no further cause for disciplinary action against the real estate
16 license of said WRS occurs within two (2) years from the effective date of this Order, the entire
17 stay hereby granted this Order, as to said WRS only, shall become permanent.

18 2) Thirty (30) days of said suspension shall be stayed for two (2) years upon the
19 following terms and conditions:

20 a) WRS shall obey all laws, rules and regulations governing the rights, duties and
21 responsibilities of a real estate licensee in the State of California; and,

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

27 3) All licenses and licensing rights of WRS are indefinitely suspended unless

1 or until WRS pays the sum of \$1,000.00 for the Commissioner's reasonable cost of the
2 investigation which led to this disciplinary action. Said payment shall be in the form of a
3 cashier's check made payable to the Department of Real Estate. The investigative and
4 enforcement costs must be delivered to the Department of Real Estate, Flag Section at P.O. Box
5 137013, Sacramento, CA 95813-7013, prior to the effective date of this Decision and Order

6 4) Pursuant to Section 10148 of the Code, Respondent shall, jointly and severally, pay
7 the Commissioner's reasonable cost, not to exceed \$4,908.15, for an audit to determine if
8 Respondents have corrected the violation(s) found in the Determination of Issues. In calculating
9 the amount of the Commissioner's reasonable cost, the Commissioner may use the estimated
10 average hourly salary for all persons performing audits of real estate brokers, and shall include
11 an allocation for travel time to and from the auditor's place of work. Respondent shall pay such
12 cost within sixty (60) days of receiving an invoice therefore from the Commissioner. Payment of
13 the audit costs should not be made until Respondent receives the invoice. If Respondent fails to
14 satisfy this condition in a timely manner as provided for herein, Respondent's real estate licenses
15 shall automatically be suspended until payment is made in full, or until a decision providing
16 otherwise is adopted following a hearing held pursuant to this condition.

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19 1/23/24
20 DATED _____

20 *Richard K. Uno*
21 RICHARD K. UNO
22 Counsel for Complainant

23 * * *

24 I have read the Stipulation and Agreement, discussed it with my counsel, and its
25 terms are understood by me and are agreeable and acceptable to me. I understand that I am
26 waiving rights given to me by the California Administrative Procedure Act, and I willingly,
27 intelligently and voluntarily waive those rights, including the right of requiring the

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

4 Respondent and Respondent's attorney further agree to send the original signed
5 Stipulation by mail to the following address no later than one (1) week from the date the
6 Stipulation is signed by Respondent and Respondent's attorney: *Department of Real Estate,*
7 *Legal Section, P.O. Box 137007, Sacramento, California 95813-7007.* Respondent and
8 Respondent's attorney understand and agree that if they fail to return the original signed
9 Stipulation by the due date, Complainant retains the right to set this matter for hearing.

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11
12 1/22/24
13 DATED

WATSON REALTY SERVICES, INC.



By: WILLIAM STANLEY REDMOND,
JR.
Designated Officer

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16 ***

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

19 1/22/24
20 DATED



21 JOSHUA A. ROSENTHAL
22 Attorney for Respondent
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The foregoing Stipulation and Agreement is hereby adopted as my Decision and Order and shall become effective at 12 o'clock noon on MAY 28 2024.

IT IS SO ORDERED 5/7/2024

CHIKA SUNQUIST
REAL ESTATE COMMISSIONER


By: Marcus L. McCarther
Chief Deputy Real Estate Commissioner