

DEPARTMENT OF REAL ESTATE
651 Bannon Street, Suite 507
Sacramento CA 95811
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FILED

OCT 03 2025

DEPARTMENT OF REAL ESTATE

By B. Nicholas

BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of:)
) No. H-3551 FR
BENGARD REALTY, PAUL TUCKER)
BECKETT, DANIELLE ERLINA JACQUEZ, and) STIPULATION AND AGREEMENT
PATRICIA G. JENKINS) IN SETTLEMENT AND ORDER
Respondents.)
_____)

It is hereby stipulated by and between Respondents BENGARD REALTY ("BENGARD"), PAUL TUCKER BECKETT ("BECKETT"), DANIELLE ERLINA JACQUEZ ("JACQUEZ"), and PATRICIA G. JENKINS ("JENKINS"), (collectively referred to as "Respondents"), represented by Joshua A. Rosenthal, and the Complainant, acting by and through Kyle Jones, Counsel for the Department of Real Estate, as follows for the purpose of settling and disposing of the Accusation filed on July 26, 2024, in this matter:

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

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

1 of Real Estate in this proceeding.

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

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

17 5. This Stipulation and Agreement is made for the purpose of reaching an agreed
18 disposition of this proceeding and is expressly limited to this proceeding and any other
19 proceeding or case in which the Department, the state or federal government, any agency of this
20 state, or an agency of another state is involved.

21 6. It is understood by the parties that the Real Estate Commissioner may adopt
22 the Stipulation and Agreement as their Decision in this matter, thereby imposing the penalties
23 and sanctions on Respondents' real estate licenses and license rights as set forth in the below
24 "Order." In the event that the Commissioner in their discretion does not adopt the Stipulation
25 and Agreement, it shall be void and of no effect, and Respondents shall retain the right to a
26 hearing and proceeding on the Accusation under all the provisions of the APA and shall not be
27 bound by any admission or waiver made herein.

1 7. The Order or any subsequent Order of the Real Estate Commissioner made
2 pursuant to this Stipulation and Agreement shall not constitute an estoppel, merger or bar to
3 any further administrative or civil proceedings by the Department of Real Estate with respect
4 to any matters which were not specifically alleged to be causes for accusation in this
5 proceeding.

6 8. Respondents understand that by agreeing to this Stipulation and Agreement,
7 Respondents agree to be responsible for jointly and severally paying, pursuant to Section 10148
8 of the California Business and Professions Code ("Code"), the costs of the audit which resulted
9 in the determination that Respondents committed the trust fund violation(s) found in the
10 Determination of Issues. The amount of such costs is \$4,688.50.

11 9. Respondents further understand that by agreeing to this Stipulation and
12 Agreement, the findings set forth below in the Determination of Issues become final, and that the
13 Commissioner may charge said Respondents for the costs of any audit conducted pursuant to
14 Section 10148 of the Code to determine if the violations have been corrected and hold
15 Respondents jointly and severally responsible for paying the costs of the follow up audit. The
16 maximum costs of said audit shall not exceed \$5,790.44.

17 10. Respondents further understand that by agreeing to this Stipulation and
18 Agreement, Respondents agree to be responsible for jointly and severally paying, pursuant to
19 Section 10106 of the Code, the costs of the investigation and enforcement of this case which
20 resulted in the determination that Respondents committed the violation(s) found in the
21 Determination of Issues. The amount of such cost is \$5,807.15.

22 DETERMINATION OF ISSUES

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

26 The acts and/or omissions of BENGARD as described in the Accusation are
27 grounds for the suspension or revocation of the licenses and license rights of BENGARD under

1 the provisions of Sections 10145, 10177(d), and 10177(g) of the Code, and Sections 2832,
2 2832.1, and 2834 of Title 10 of the California Code of the Regulations ("Regulations").

3 The acts and/or omissions of BECKETT as described in the Accusation are
4 grounds for the suspension or revocation of the licenses and license rights of BECKETT under
5 the provisions of Sections 10145, 10159.2, 10177(d), 10177(g), and 10177(h) of the Code, and
6 Section 2725 of the Regulations.

7 The acts and/or omissions of JACQUEZ as described in the Accusation are
8 grounds for the suspension or revocation of the licenses and license rights of JACQUEZ under
9 the provisions of Sections 10130, 10137, 10177(d), and 10177(g) of the Code.

10 The acts and/or omissions of JENKINS as described in the Accusation are
11 grounds for the suspension or revocation of the licenses and license rights of JENKINS under the
12 provisions of Sections 10130, 10137, 10177(d), and 10177(g) of the Code.

13 ORDER

14 I.

15 BENGARD

16 All licenses and licensing rights of BENGARD under the Real Estate Law are
17 suspended for a period of sixty (60) days from the effective date of this Order; provided,
18 however, that:

19 1. Thirty (30) days of said suspension shall be stayed upon the condition that
20 BENGARD petitions pursuant to Section 10175.2 of the Code and pays a monetary penalty
21 pursuant to Section 10175.2 of the Code, at a rate of \$50.00 for each day of the suspension, for a
22 total monetary penalty of \$1,500.00.

23 a. Said payment shall be in the form of a cashier's check made payable to
24 the Department of Real Estate. Said check must be delivered to the Department of Real Estate,
25 Flag Section at 651 Bannon Street, Suite 504, Sacramento, CA 95811, prior to the effective date
26 of this Order.

27 b. No further cause for disciplinary action against the real estate license

1 of BENGARD occurs within two (2) years from the effective date of the Order in this matter.

2 c. If BENGARD fails to pay the monetary penalty in accordance with the
3 terms and conditions of the Decision, the Commissioner may, without a hearing, order the
4 immediate execution of all or any part of the stayed suspension, in which event, BENGARD
5 shall not be entitled to any repayment nor credit, prorated or otherwise, for money paid to the
6 Department under the terms of this Decision.

7 d. If BENGARD pays the monetary penalty, and if no further cause for
8 disciplinary action against the real estate license of BENGARD occurs within two (2) years
9 from the effective date of the Decision herein, then the stay hereby granted shall become
10 permanent.

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

13 a. BENGARD shall obey all laws, rules and regulations governing the
14 rights, duties and responsibilities of a real estate licensee in the State of California, and

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

21 II.

22 BECKETT

23 All licenses and licensing rights of BECKETT under the Real Estate Law are
24 suspended for a period of sixty (60) days from the effective date of this Order; provided,
25 however, that:

26 1. Thirty (30) days of said suspension shall be stayed upon the condition that
27 BECKETT petitions pursuant to Section 10175.2 of the Code and pays a monetary penalty

1 pursuant to Section 10175.2 of the Code, at a rate of \$50.00 for each day of the suspension, for a
2 total monetary penalty of \$1,500.00.

3 a. Said payment shall be in the form of a cashier's check made payable to
4 the Department of Real Estate. Said check must be delivered to the Department of Real Estate,
5 Flag Section at 651 Bannan Street, Suite 504, Sacramento, CA 95811, prior to the effective date
6 of this Order.

7 b. No further cause for disciplinary action against the real estate license
8 of BECKETT occurs within two (2) years from the effective date of the Order in this matter.

9 c. If BECKETT fails to pay the monetary penalty in accordance with the
10 terms and conditions of the Decision, the Commissioner may, without a hearing, order the
11 immediate execution of all or any part of the stayed suspension, in which event, BECKETT shall
12 not be entitled to any repayment nor credit, prorated or otherwise, for money paid to the
13 Department under the terms of this Decision.

14 d. If BECKETT pays the monetary penalty, and if no further cause for
15 disciplinary action against the real estate license of BECKETT occurs within two (2) years
16 from the effective date of the Decision herein, then the stay hereby granted shall become
17 permanent.

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

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

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

3. All licenses and licensing rights of BECKETT are indefinitely suspended unless or until BECKETT provides proof satisfactory to the Commissioner, of having taken and successfully completed the continuing education course on trust fund accounting and handling specified in paragraph (3) of subdivision (a) of Section 10170.5 of the Business and Professions Code. Proof of satisfaction of this requirement includes evidence that BECKETT has successfully completed the trust fund account and handling continuing education course within 120 days prior to the effective date of the Decision in this matter. Proof of completion of the trust fund accounting and handling course must be delivered to the Department of Real Estate, Flag Section at 651 Bannon Street, Suite 504, Sacramento, CA 95811, prior to the effective date of this Order.

III.

JACQUEZ

All licenses and licensing rights of JACQUEZ under the Real Estate Law are suspended for a period of sixty (60) days from the effective date of this Order; provided, however, that:

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

a. Said payment shall be in the form of a cashier's check made payable to the Department of Real Estate. Said check must be delivered to the Department of Real Estate, Flag Section at 651 Bannon Street, Suite 504, Sacramento, CA 95811, prior to the effective date of this Order.

b. No further cause for disciplinary action against the real estate license of JACQUEZ occurs within two (2) years from the effective date of the Order in this matter.

c. If JACQUEZ fails to pay the monetary penalty in accordance with the terms and conditions of the Decision, the Commissioner may, without a hearing, order the

1 immediate execution of all or any part of the stayed suspension, in which event, JACQUEZ shall
2 not be entitled to any repayment nor credit, prorated or otherwise, for money paid to the
3 Department under the terms of this Decision.

4 d. If JACQUEZ pays the monetary penalty, and if no further cause for
5 disciplinary action against the real estate license of JACQUEZ occurs within two (2) years
6 from the effective date of the Decision herein, then the stay hereby granted shall become
7 permanent.

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

10 a. JACQUEZ shall obey all laws, rules and regulations governing the
11 rights, duties and responsibilities of a real estate licensee in the State of California, and

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

18 IV.

19 JENKINS

20 All licenses and licensing rights of JENKINS under the Real Estate Law are
21 suspended for a period of sixty (60) days from the effective date of this Order; provided,
22 however, that:

23 1. Thirty (30) days of said suspension shall be stayed upon the condition that
24 JENKINS petitions pursuant to Section 10175.2 of the Code and pays a monetary penalty
25 pursuant to Section 10175.2 of the Code, at a rate of \$50.00 for each day of the suspension, for a
26 total monetary penalty of \$1,500.00.

27 a. Said payment shall be in the form of a cashier's check made payable to

1 the Department of Real Estate. Said check must be delivered to the Department of Real Estate,
2 Flag Section at 651 Bannon Street, Suite 504, Sacramento, CA 95811, prior to the effective date
3 of this Order.

4 b. No further cause for disciplinary action against the real estate license
5 of JENKINS occurs within two (2) years from the effective date of the Order in this matter.

6 c. If JENKINS fails to pay the monetary penalty in accordance with the
7 terms and conditions of the Decision, the Commissioner may, without a hearing, order the
8 immediate execution of all or any part of the stayed suspension, in which event, JENKINS shall
9 not be entitled to any repayment nor credit, prorated or otherwise, for money paid to the
10 Department under the terms of this Decision.

11 d. If JENKINS pays the monetary penalty, and if no further cause for
12 disciplinary action against the real estate license of JENKINS occurs within two (2) years from
13 the effective date of the Decision herein, then the stay hereby granted shall become permanent.

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

16 a. JENKINS shall obey all laws, rules and regulations governing the
17 rights, duties and responsibilities of a real estate licensee in the State of California, and

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

24 V.

25 BENGARD AND BECKETT JOINTLY AND SEVERALLY

26 1. Pursuant to Section 10148 of the Code, BENGARD and BECKETT shall,
27 jointly and severally, pay the sum of \$4,688.50 for the Commissioner's cost of the audit which

1 led to this disciplinary action. BENGARD and BECKETT shall pay such cost within sixty
2 (60) days of receiving an invoice therefore from the Commissioner. Payment of audit costs
3 should not be made until BENGARD and BECKETT receive the invoice. If BENGARD and
4 BECKETT fail to satisfy this condition in a timely manner as provided for herein,
5 BENGARD's and BECKETT's real estate licenses shall automatically be suspended until
6 payment is made in full, or until a decision providing otherwise is adopted following a hearing
7 held pursuant to this condition.

8 2. BENGARD and BECKETT, jointly and severally, shall pay the
9 Commissioner's costs, not to exceed \$5,790.44, of any audit conducted pursuant to Section
10 10148 of the Code to determine if BENGARD and BECKETT have corrected the violations
11 described in the Determination of Issues, above, and any other violations found in the audit
12 which led to this disciplinary action. In calculating the amount of the Commissioner's
13 reasonable cost, the Commissioner may use the estimated average hourly salary for all persons
14 performing audits of real estate brokers, and shall include an allocation for travel time to and
15 from the auditor's place of work. BENGARD and BECKETT shall pay such cost within sixty
16 (60) days of receiving an invoice therefore from the Commissioner detailing the activities
17 performed during the audit and the amount of time spent performing those activities. If
18 BENGARD and BECKETT fail to pay such cost within the sixty (60) days, the Commissioner
19 shall indefinitely suspend all licenses and licensing rights of BENGARD and BECKETT under
20 the Real Estate Law until payment is made in full or until BENGARD and BECKETT enter
21 into an agreement satisfactory to the Commissioner to provide for payment. Upon full
22 payment, the indefinite suspension provided for in this paragraph shall be stayed.

23 3. All licenses and licensing rights of BENGARD and BECKETT are
24 indefinitely suspended unless or until Respondents, jointly and severally, pay the sum of
25 \$5,807.15 for the Commissioner's reasonable cost of the investigation and enforcement which
26 led to this disciplinary action. Said payment shall be in the form of a cashier's check or
27 certified check made payable to the Real Estate Fund. The investigative and enforcement costs

must be delivered to the Department of Real Estate, Flag Section at 651 Bannon Street, Suite 504, Sacramento, CA 95811, prior to the effective date of this Order.

5/6/25

DATED


KYLE JONES, Counsel
Department of Real Estate

* * *

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

Respondents can signify acceptance and approval of the terms and conditions of this Stipulation and Agreement by faxing a copy of the signature page, as actually signed by Respondents, to the Department at fax number (916) 576-7840 or by e-mail to kyle.jones@dre.ca.gov. Respondents agree, acknowledge, and understand that by electronically sending to the Department a copy of Respondents' actual signature as it appears on the Stipulation and Agreement, that receipt of the copy by the Department shall be as binding on each Respondent as if the Department had received the original signed Stipulation and Agreement.

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DATED

PAUL TUCER BECKETT
Designated Officer for Respondent,
BENGARD REALTY

DATED

PAUL TUCKER BECKETT
Respondent

DATED

DANIELLE ERLINA JACQUEZ
Respondent

DATED

PATRICIA G. JENKINS
Respondent

* * *

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

8/5/25

DATED



JOSHUA A. ROSENTHAL,
Attorney for Respondents

* * *

The foregoing Stipulation and Agreement is hereby adopted by the Real Estate Commissioner as their Decision and Order and shall become effective at 12 o'clock noon on

IT IS SO ORDERED _____.

CHIKA SUNQUIST
Real Estate Commissioner

By Marcus L. McCarther
Chief Deputy Real Estate Commissioner

08/04/25

DATED

Authentisign

Paul T Beckett

PAUL TUCER BECKETT

Designated Officer for Respondent,
BENGARD REALTY

08/04/25

DATED

Authentisign

Paul T Beckett

PAUL TUCKER BECKETT

Respondent

08/04/25

DATED

Authentisign

Danielle Erlina Jacquez

DANIELLE ERLINA JACQUEZ

Respondent

08/04/25

DATED

Authentisign

Patricia G Jenkins

PATRICIA G. JENKINS

Respondent

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

DATED

JOSHUA A. ROSENTHAL,
Attorney for Respondents

The foregoing Stipulation and Agreement is hereby adopted by the Real Estate Commissioner as their Decision and Order and shall become effective at 12 o'clock noon on
OCT 24 2025

IT IS SO ORDERED

9/24/2025

CHIKA SUNQUIST
Real Estate Commissioner

Chief Deputy Real Estate Commissioner