

1 DEPARTMENT OF REAL ESTATE
2 651 Bannon Street, Suite 507
3 Sacramento CA 95811
4 Telephone: (916) 576-8700

FILED

AUG 27 2025

DEPARTMENT OF REAL ESTATE

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7
8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

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11 In the Matter of the Accusation of:) Case No. H-3555 FR
12)
13 DOBBS REALTY GROUP &) STIPULATION AND AGREEMENT
14 ASSOCIATES INC. and)
15 RAYMOND EDWARD DOBBS,) IN SETTLEMENT AND ORDER
16 Respondents.)

17 It is hereby stipulated by and between Respondent DOBBS REALTY GROUP &
18 ASSOCIATES INC. ("DRGA") and RAYMOND EDWARD DOBBS("DOBBS") (collectively
19 referred to as "Respondents"), and the Complainant, acting by and through Kyle Jones, Counsel
20 for the Department of Real Estate, as follows for the purpose of settling and disposing of the
21 Accusation filed on September 25, 2024, in this matter:

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

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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 of Real Estate in this proceeding.

4 3. Respondents filed Notices 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 Notices of Defense. Respondents
7 acknowledge that they understand that by withdrawing said Notices of Defense they will
8 thereby waive their rights to require the Real Estate Commissioner ("Commissioner") to prove
9 the allegations in the Accusation at a contested hearing held in accordance with the provisions
10 of the APA, and that they will waive other rights afforded to them in connection with the
11 hearing, such as the right to present evidence in defense of the allegations in the Accusation
12 and the right to cross-examine witnesses.

13 4. Respondents, pursuant to the limitations set forth below, hereby admit that
14 the factual allegations or findings of fact as set forth in the Accusation filed in this proceeding
15 are true and correct and the Real Estate Commissioner shall not be required to provide further
16 evidence of such allegations.

17 5. This Stipulation and Agreement is made for the purpose of reaching an
18 agreed 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
20 this 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 her 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 her 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 \$3,403.75.

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 \$4,254.68.

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 \$2,060.90.

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 DRGA as described in the Accusation are grounds
27 for the suspension or revocation of the licenses and license rights of DRGA under the provisions

1 of Sections 10162, 10177(d), and 10177(g) of the Code, and Sections 2832 and 2832.1 of Title
2 10 of the California Code of the Regulations ("Regulations").

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

7 **ORDER**

8 **I.**

9 **AS TO DRGA**

10 All licenses and licensing rights of DOBBS REALTY GROUP & ASSOCIATES
11 INC., under the Real Estate Law are revoked; provided, however, a restricted real estate broker
12 corporation license shall be issued to DRGA pursuant to Section 10156.5 of the Code if DRGA
13 makes application therefor and pays to the Department the appropriate fee for the restricted
14 license within 90 days from the effective date of this Decision and Order. The restricted license
15 issued to DRGA shall be subject to all of the provisions of Section 10156.7 of the Code and to
16 the following limitations, conditions and restrictions imposed under authority of Section 10156.6
17 of the Code:

18 1. The restricted broker license issued to DRGA may be suspended prior to
19 hearing by Order of the Commissioner on evidence satisfactory to the Commissioner that DRGA
20 has violated provisions of the California Real Estate Law, the Subdivided Lands Law,
21 Regulations of the Real Estate Commissioner or conditions attaching to the restricted license.

22 2. DRGA shall not be eligible to apply for the issuance of an unrestricted real
23 estate license nor for removal of any of the conditions, limitations or restrictions of a restricted
24 license until four (4) years have elapsed from the effective date of this Decision and Order.
25 DRGA shall not be eligible to apply for any unrestricted licenses until all restrictions attaching to
26 the license have been removed.

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1 II.

2 AS TO DOBBS

3 All licenses and licensing rights of DOBBS under the Real Estate Law are
4 revoked; provided, however, a restricted real estate broker license shall be issued to DOBBS
5 pursuant to Section 10156.5 of the Code if DOBBS makes application therefore for the restricted
6 license within ninety (90) days from the effective date of this Decision and Order. The restricted
7 license issued to DOBBS shall be subject to all of the provisions of Section 10156.7 of the Code
8 and to the following limitations, conditions and restrictions imposed under authority of Section
9 10156.6 of that Code:

10 1. The restricted license issued to DOBBS may be suspended prior to hearing by
11 Order of the Commissioner in the event of DOBBS's conviction or plea of nolo contendere to a
12 crime which is substantially related to DOBBS's fitness or capacity as a real estate licensee.

13 2. The restricted license issued to DOBBS may be suspended prior to hearing by
14 Order of the Commissioner on evidence satisfactory to the Commissioner that DOBBS has
15 violated provisions of the California Real Estate Law, the Subdivided Lands Law, Regulations of
16 the Real Estate Commissioner or conditions attaching to the restricted license.

17 3. DOBBS shall not be eligible to petition for the issuance of any unrestricted
18 real estate license nor for removal of any of the conditions, limitations or restrictions of a
19 restricted license until four (4) years have elapsed from the effective date of this Decision and
20 Order. DOBBS shall not be eligible to apply for any unrestricted license until all restrictions
21 attaching to the license have been removed.

22 4. DOBBS shall, within nine (9) months from the effective date of this
23 Order, present evidence satisfactory to the Commissioner that DOBBS has, since the most recent
24 issuance of an original or renewal real estate license, taken and successfully completed the
25 continuing education requirements of Article 2.5 of Chapter 3 of the Real Estate Law for renewal
26 of a real estate license. If DOBBS fails to satisfy this condition, Respondent's real estate license
27 shall automatically be suspended until DOBBS presents evidence satisfactory to the

Commissioner of having taken and successfully completed the continuing education requirements. Proof of completion of the continuing education courses must be delivered to the Department of Real Estate, Flag Section at 651 Bannon Street, Suite 504, Sacramento, CA 95811.

5. Respondent shall, prior to and as a condition of the issuance of the restricted license, submit proof satisfactory to the Commissioner of having taken and successfully completed the continuing education course on trust fund accounting and handling specified in subdivision (a) of Section 10170.5 of the Business and Professions Code. Proof of satisfaction of this requirement includes evidence that respondent 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 Bannan Street, Suite 504, Sacramento, CA 95811, prior to the effective date of this Order.

III.

AS TO DRGA AND DOBBS JOINTLY AND SEVERALLY

1. Pursuant to Section 10148 of the Code, Respondents, jointly and severally, shall pay the sum of \$3,403.75 for the Commissioner's cost of the audit which led to this disciplinary action. Respondents shall pay such cost within sixty (60) days of receiving an invoice therefore from the Commissioner. The Commissioner shall indefinitely suspend all licenses and licensing rights of Respondents pending a hearing held in accordance with Section 11500, et seq., of the Government Code, if payment is not timely made as provided for herein, or as provided for in a subsequent agreement between Respondents and the Commissioner. The suspension shall remain in effect until payment is made in full or until Respondents enter into an agreement satisfactory to the Commissioner to provide for payment, or until a decision providing otherwise is adopted following a hearing held pursuant to this condition.

2. Respondents, jointly and severally, shall pay the Commissioner's costs, not to exceed \$4,254.68, of any audit conducted pursuant to Section 10148 of the Code to

1 determine if Respondents have corrected the violations described in the Determination of
2 Issues, above, and any other violations found in the audit which led to this disciplinary action.
3 In calculating the amount of the Commissioner's reasonable cost, the Commissioner may use
4 the estimated average hourly salary for all persons performing audits of real estate brokers, and
5 shall include an allocation for travel time to and from the auditor's place of work. Respondents
6 shall pay such cost within sixty (60) days of receiving an invoice therefore from the
7 Commissioner detailing the activities performed during the audit and the amount of time spent
8 performing those activities. If Respondents fail to pay such cost within the sixty (60) days, the
9 Commissioner shall indefinitely suspend all licenses and licensing rights of Respondents under
10 the Real Estate Law until payment is made in full or until Respondents enter into an agreement
11 satisfactory to the Commissioner to provide for payment. Upon full payment, the indefinite
12 suspension provided for in this paragraph shall be stayed.

13 3. All licenses and licensing rights of Respondents, are indefinitely suspended
14 unless or until Respondents, jointly and severally, pay the sum of \$2060.90 for the
15 Commissioner's reasonable cost of the investigation and enforcement which led to this
16 disciplinary action. Said payment shall be in the form of a cashier's check or certified check
17 made payable to the Real Estate Fund. The investigative and enforcement costs must be
18 delivered to the Department of Real Estate, Flag Section at 651 Bannon Street, Suite 504,
19 Sacramento, CA 95811, prior to the effective date of this Order.

20 8/7/25
21 DATED

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KYLE JONES, Attorney
Department of Real Estate

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24 I have read the Stipulation and Agreement in Settlement and Order and its terms
25 are understood by me and are agreeable and acceptable to me. I understand that I am waiving
26 rights given to me by the California Administrative Procedure Act (including but not limited to
27 Sections 11506, 11508, 11509 and 11513 of the Government Code), and I willingly,

1 intelligently, and voluntarily waive those rights, including the right of requiring the
2 Commissioner to prove the allegations in the Accusation at a hearing at which I would have the
3 right to cross-examine witnesses against me and to present evidence in defense and mitigation
4 of the charges.

5 Respondents can signify acceptance and approval of the terms and conditions of
6 this Stipulation and Agreement by faxing a copy of the signature page, as actually signed by
7 Respondent, to the Department at fax number (916) 576-7840 or by e-mail to
8 kyle.jones@dre.ca.gov. Respondent agrees, acknowledges, and understands that by
9 electronically sending to the Department a copy of Respondent's actual signature as it appears
10 on the Stipulation and Agreement, that receipt of the copy by the Department shall be as
11 binding on Respondent as if the Department had received the original signed Stipulation and
12 Agreement.

13 Aug 4, 2025

14 DATED

RAYMOND EDWARD DOBBS
Designated Officer for Respondent,
DOBBS REALTY GROUP &
ASSOCIATES INC.

17 Aug 4, 2025

18 DATED

RAYMOND EDWARD DOBBS
Respondent

27 * * *

1 The foregoing Stipulation and Agreement is hereby adopted as my Decision in
2 this matter and shall become effective at 12 o'clock noon on SEP 17 2025.

3 IT IS SO ORDERED 8/19/2025, 2025.
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5 CHIKA SUNQUIST
6 Real Estate Commissioner

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8 By Marcus L. McCarther
9 Chief Deputy Real Estate Commissioner
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