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

FILED

OCT 0 6 2026

DEPARTMENT OF REAL ESTATE
By B. Nicholas

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of:	
LEGACY REAL ESTATE INC. and GUILLERMINA MADRID GARCIA	No. H-3594 FR
Respondents.	STIPULATION AND AGREEMENT IN SETTLEMENT AND ORDER

It is hereby stipulated by and between Respondents LEGACY REAL ESTATE INC. ("LEGACY") and GUILLERMINA MADRID GARCIA ("GARCIA"), (collectively referred to as "Respondents"), represented by Frank Buda, 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 April 3, 2025, 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 of Real Estate in this proceeding.

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

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

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

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

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

8. Respondents understand that by agreeing to this Stipulation and Agreement, Respondents agree to be responsible for jointly and severally paying, pursuant to Section 10148 of the California Business and Professions Code ("Code"), the costs of the audit which resulted in the determination that Respondents committed the trust fund violation(s) found in the Determination of Issues. The amount of such costs is $3,078.00.

9. Respondents further understand that by agreeing to this Stipulation and Agreement, the findings set forth below in the Determination of Issues become final, and that the Commissioner may charge said Respondents for the costs of any audit conducted pursuant to Section 10148 of the Code to determine if the violations have been corrected and hold Respondents jointly and severally responsible for paying the costs of the follow up audit. The maximum costs of said audit shall not exceed $3,847.50.

10. Respondents further understand that by agreeing to this Stipulation and Agreement, Respondents agree to be responsible for jointly and severally paying, pursuant to Section 10106 of the Code, the costs of the investigation and enforcement of this case which resulted in the determination that Respondents committed the violation(s) found in the Determination of Issues. The amount of such cost is $2,500.00.

DETERMINATION OF ISSUES

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

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

provisions of Sections 10145, 10177(d), and 10177(g) of the Code, and Sections 2831, 2831.1, and 2831.2 of Title 10 of the California Code of the Regulations ("Regulations").

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

ORDER

I.

LEGACY

All licenses and licensing rights of LEGACY 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. Sixty (60) days of said suspension shall be stayed for two (2) years upon the following terms and conditions:

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

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

II.

GARCIA

All licenses and licensing rights of GARCIA 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. Sixty (60) days of said suspension shall be stayed shall be stayed for two (2) years upon the following terms and conditions:

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

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

3. All licenses and licensing rights of GARCIA are indefinitely suspended unless or until GARCIA 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 GARCIA 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.

LEGACY AND GARCIA JOINTLY AND SEVERALLY

1. Pursuant to Section 10148 of the Code, Respondents shall, jointly and severally, pay the sum of $3,078.00 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. Payment of audit costs should not be made until Respondents receive the invoice. If Respondents fail to satisfy this condition in a timely manner as provided for herein, Respondents' real estate licenses shall automatically be

suspended until payment is made in full, 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 $3,847.50, of any audit conducted pursuant to Section 10148 of the Code to determine if Respondents have corrected the violations described in the Determination of Issues, above, and any other violations found in the audit which led to this disciplinary action. In calculating the amount of the Commissioner's reasonable cost, the Commissioner may use the estimated average hourly salary for all persons performing audits of real estate brokers, and shall include an allocation for travel time to and from the auditor's place of work. Respondents shall pay such cost within sixty (60) days of receiving an invoice therefore from the Commissioner detailing the activities performed during the audit and the amount of time spent performing those activities. If Respondents fail to pay such cost within the sixty (60) days, the Commissioner shall indefinitely suspend all licenses and licensing rights of Respondents under the Real Estate Law until payment is made in full or until Respondents enter into an agreement satisfactory to the Commissioner to provide for payment. Upon full payment, the indefinite suspension provided for in this paragraph shall be stayed.

3. All licenses and licensing rights of Respondents are indefinitely suspended unless or until Respondents, jointly and severally, pay the sum of $2,500.00 for the Commissioner's reasonable cost of the investigation and enforcement which led to this disciplinary action. Said payment shall be in the form of a cashier's check or 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.

5/26/26
DATED

KYLE JONES, Attorney
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.

08/20/2026
DATED

GUILLERMINA MADRID GARCIA
Designated Officer for Respondent,
LEGACY REAL ESTATE, INC.

08/20/2026
DATED

GUILLERMINA MADRID GARCIA
Respondent

* * *

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

8-21-2026
DATED

FRANK BUDA,
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 27 2026.

IT IS SO ORDERED 9/23/2026.

CHIKA SUNQUIST
Real Estate Commissioner

[redacted]

By Marcus L. McCarther
Chief Deputy Real Estate Commissioner