

1 Department of Real Estate  
2 320 West 4th Street, Ste. 350  
3 Los Angeles, California 90013-1105  
4 Telephone: (213) 576-6982

**FILED**

JUN 27 2019

DEPT. OF REAL ESTATE  
By Ingrid Danner

8 BEFORE THE DEPARTMENT OF REAL ESTATE

9 STATE OF CALIFORNIA

10 \* \* \*

11 In the Matter of the Accusation of ) No. H-05010 SD  
12 BEACHSIDE REALTY SD INC. ) STIPULATION  
13 and ) AND  
14 STORMALEE GAIL ROGERS, ) AGREEMENT  
15 individually and as designated officer of )  
16 Beachside Realty SD Inc, )  
17 )  
18 )  
19 Respondents. )

20 It is hereby stipulated by and between Respondents BEACHSIDE REALTY SD  
21 INC (“BRSDI”) and STORMALEE GAIL ROGERS (“ROGERS”), both represented by Steven  
22 C. Vondran/The Law Offices of Steven C. Vondran, P.C., and the Complainant, acting by and  
23 through Julie L. To, Counsel for the Department of Real Estate (“Department” or “DRE”), as  
24 follows for the purpose of settling and disposing of the Accusation (“Accusation”) filed on July  
25 27, 2018, in Case No. H-05010 SD, in this matter.

27 DRE Stipulation & Agreement – BEACHSIDE REALTY SD INC & STORMALEE GAIL RIGERS, H-05010 SD

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

6                   2. Respondents have received, read and understand the Statement to Respondent,  
7 the Discovery Provisions of the APA and the Accusation filed by the Department of Real Estate  
8 ("Department") in this proceeding.

9                   3. On August 2, 2018, Respondents timely filed Notices of Defense pursuant to  
10 Section 11506 of the Government Code for the purpose of requesting a hearing on the allegations  
11 in the Accusation. Respondents hereby freely and voluntarily withdraw said Notices of Defense.  
12 Respondents acknowledge that they understand that by withdrawing said Notices of Defense they  
13 thereby waive their right to require the Commissioner to prove the allegations in the Accusation  
14 at a contested hearing held in accordance with the provisions of the APA and that they will waive  
15 other rights afforded to them in connection with the hearing such as the right to present evidence  
16 in their defense and the right to cross-examine witnesses.

17                   4. This Stipulation is based on the factual allegations contained in the Accusation.  
18 In the interest of expedience and economy, Respondents choose not to contest these allegations,  
19 but to remain silent, and understand that, as a result thereof, these factual allegations, without  
20 being admitted or denied, will serve as a prima facie basis for the disciplinary action stipulated to  
21 herein. The Real Estate Commissioner shall not be required to provide further evidence to prove  
22 said factual allegations.

23                   5. This Stipulation is made for the purpose of reaching an agreed disposition of  
24 this proceeding and is expressly limited to this proceeding and any other proceeding or case in  
25 which the Department or another licensing agency of this state, another state, or if the federal  
26

1 government is involved, and otherwise shall not be admissible in any other criminal or civil  
2 proceeding.

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

10           7. The Order or any subsequent Order of the Real Estate Commissioner made  
11 pursuant to this Stipulation shall not constitute an estoppel, merger or bar to any further  
12 administrative or civil proceedings by the Department of Real Estate with respect to any matters  
13 which were not specifically alleged to be causes for Accusation in this proceeding but do  
14 constitute a bar, estoppel and merger as to any allegations actually contained in the Accusations  
15 against Respondents herein.

16           8. Respondents understand that by agreeing to this Stipulation, Respondents agree  
17 to pay, pursuant to Business and Professions Code ("Code") Section 10148, the cost of the audit  
18 which resulted in the determination that Respondents committed the violations found in the  
19 Determination of Issues. The amount of said costs for the original audit (SD 160048) is  
20 \$10,580.12. Respondents agree to pay, pursuant to Code Section 10148, \$10,580.12 for the cost  
21 of Audit No. SD 160048.

22           9. Respondents have received, read, and understand the "Notice Concerning  
23 Costs of Subsequent Audit." Respondents further understand that by agreeing to this Stipulation,  
24 the findings set forth below in the Determination of Issues become final, and the Commissioner  
25 may charge Respondents for the cost of any subsequent audits conducted pursuant to Code  
26

1 Section 10148 to determine if the violations have been corrected. The maximum cost of the  
2 follow-up audits will not exceed one-hundred twenty-five percent (125%) of the cost of the  
3 original audit; in the instant case, the cost of the original audit is \$10,580.12, and the maximum  
4 cost of the follow-up audit will not exceed \$13,225.15. Therefore, Respondents may be charged  
5 a maximum of \$13,225.15 in the event of a subsequent audit.

6 10. Respondents understand that by agreeing to this Stipulation, Respondents  
7 agree to pay, pursuant to Code Section 10106, the Commissioner's cost of the investigation and  
8 enforcement which resulted in the determination that Respondents committed the violations  
9 found in the Determination of Issues. The amount of said investigation and enforcement costs is  
10 \$2,059.55; therefore, Respondents agree to pay, pursuant to Code Section 10106, the amount  
11 \$2,059.55.

#### 12 DETERMINATION OF ISSUES

13 By reason of the foregoing stipulations, admissions and waivers, and solely for the  
14 purpose of settlement of the pending Accusation without a hearing, it is stipulated and agreed  
15 that the following determination of issues shall be made:

16 The conduct, acts or omissions of Respondents BRSDI and ROGERS as described  
17 in Paragraph 4, herein above, are in violation of: Code Section 10145 and Title 10, Chapter 6,  
18 California Code of Regulations ("Regulation") 2832.1; Code Section 10145 and Regulation  
19 2831; Code Section 10145 and Regulation 2831.1; Code Section 10145 and Regulation 2831.2;  
20 Code Section 10145 and Regulation 2832; Code Sections 10145, 10176(i) and 10177(j); Code  
21 Sections 10145 and 10176(e); and [as to ROGERS only] Code Sections 10159.2 and 10177(h)  
22 and Regulation 2725; and are bases for the suspension or revocation of the licenses and license  
23 rights of Respondents BRSDI and ROGERS as a violation of the Real Estate Law pursuant to  
24 Code Sections 10177(d), 10177(g), and [ROGERS only] 10177(h).

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1 or restrictions of a restricted license until two (2) years have elapsed from the effective date of  
2 this Decision and Order.

3 4. Respondent ROGERS shall, within six (6) months from the effective date of  
4 this Decision and Order, take and pass the Professional Responsibility Examination  
5 administered by the Department, including the payment of the appropriate examination fee. If  
6 Respondent ROGERS fails to satisfy this condition, Respondent ROGERS' real estate license  
7 shall automatically be suspended until Respondent ROGERS passes the examination.

8 5. Respondent ROGERS shall, within nine (9) months from the effective date of  
9 this Decision and Order, present evidence satisfactory to the Commissioner that Respondent  
10 ROGERS has, since the most recent issuance of an original or renewal real estate license, taken  
11 and successfully completed the continuing education requirements of Article 2.5 of Chapter 3 of  
12 the Real Estate Law for renewal of a real estate license. If Respondent ROGERS fails to satisfy  
13 this condition, Respondent ROGERS' real estate license shall automatically be suspended until  
14 Respondent ROGERS presents evidence satisfactory to the Commissioner of having taken and  
15 successfully completed the continuing education requirements. Proof of completion of the  
16 continuing education courses must be delivered to the Department of Real Estate, Flag Section at  
17 P.O. Box 137013, Sacramento, CA 95813-7013.

18 6. All license and licensing rights of Respondent ROGERS are indefinitely  
19 suspended unless or until Respondent ROGERS provides evidence satisfactory to the  
20 Commissioner or having taken and successfully completed the continuing education course on  
21 trust fund accounting and handling specified in paragraph (3) of subdivision (a) of Section  
22 10170.5 of the Business and Professions Code. Proof of satisfaction of these requirements  
23 includes evidence that Respondent has successfully completed the trust fund account and  
24 handling continuing education courses, no earlier than one hundred and twenty (120) days prior  
25 to the effective date of the Decision and Order in this matter. Proof of completion of the trust  
26



1 fund accounting and handling course must be delivered to the Department of Real Estate, Flag  
2 Section at P.O. Box 137013, Sacramento, CA 95813-7013.

3 7. All licenses and licensing rights of Respondents BRSDI and ROGERS are  
4 indefinitely suspended unless or until Respondents BRSDI and ROGERS jointly and severally  
5 pay the sum of \$2,059.55 for the Commissioner's reasonable cost of the investigation and  
6 enforcement which led to this disciplinary action. Said payment shall be in the form of a  
7 cashier's check or certified check made payable to the Department of Real Estate. The  
8 investigation and enforcement costs must be delivered to the Department of Real Estate, Flag  
9 Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective date of this  
10 Decision and Order.

11 8. Pursuant to Section 10148 of the Code, Respondents BRSDI and ROGERS  
12 shall pay the sum of \$10,580.12 for the Commissioner's cost of the audit which led to this  
13 disciplinary action. Respondents BRSDI and ROGERS shall pay such cost within sixty (60) days  
14 of receiving an invoice therefore from the Commissioner. Payment of audit costs should not be  
15 made until Respondents receive the invoice. If Respondents fail to satisfy this condition in a  
16 timely manner as provided for herein, Respondents' real estate licenses shall automatically be  
17 suspended until payment is made in full, or until a decision providing otherwise is adopted  
18 following a hearing held pursuant to this condition.

19 10. Pursuant to Section 10148 of the Code, Respondents BRSDI and ROGERS  
20 shall pay the Commissioner's reasonable cost, not to exceed \$13,225.15 [or, 125% of the original  
21 audit cost], for a subsequent audit to determine if Respondents BRSDI and ROGERS have  
22 corrected the violations found in the Determination of Issues. In calculating the amount of the  
23 Commissioner's reasonable cost, the Commissioner may use the estimated average hourly salary  
24 for all persons performing audits of real estate brokers, and shall include an allocation for travel  
25 time to and from the auditor's place of work. Respondents shall pay such cost within sixty (60)

1 days of receiving an invoice therefore from the Commissioner. Payment of the audit costs should  
2 not be made until Respondents receive the invoice. If Respondents fail to satisfy this condition  
3 in a timely manner as provided for herein, Respondents' real estate licenses shall automatically  
4 be suspended until payment is made in full, or until a decision providing otherwise is adopted  
5 following a hearing held pursuant to this condition.

6 DATED: 5-28-19



7 Julie L. To, Counsel for  
8 Department of Real Estate

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10 EXECUTION OF THE STIPULATION

11 We have read the Stipulation and Agreement. Its terms are understood by us and  
12 are agreeable and acceptable to us. We understand that we are waiving rights given to us by the  
13 California Administrative Procedure Act (including but not limited to Sections 11506, 11508,  
14 11509 and 11513 of the Government Code), and we willingly, intelligently and voluntarily waive  
15 those rights, including the right of requiring the Commissioner to prove the allegations in the  
16 Accusation at a hearing at which we would have the right to cross-examine witnesses against us  
17 and to present evidence in defense and mitigation of the charges.

18 MAILING AND FACSIMILE

19 Respondents can signify acceptance and approval of the terms and conditions of  
20 this Stipulation and Agreement by sending a hard copy of the original signed signature page of  
21 the Stipulation herein to Julie L. To, Legal Section, Department of Real Estate, 320 W. Fourth  
22 St., Suite 350, Los Angeles, California 90013-1105. In the event of time constraints before an  
23 administrative hearing, Respondents can signify acceptance and approval of the terms and  
24 conditions of this Stipulation and Agreement by e-mailing a scanned copy of the signature page,  
25 as actually signed by Respondents, to the Department counsel assigned to this case. Respondents  
26 agree, acknowledge, and understand that by electronically sending to the Department a scan of



1 Respondents' actual signatures as they appear on the Stipulation and Agreement, that receipt of  
2 the scan by the Department shall be binding on Respondents as if the Department had received  
3 the original signed Stipulation and Agreement.

4 DATED: 3/20/2019

  
STORMALEE GAIL ROGERS, Respondent


6 DATED: 3/20/2019

  
BEACHSIDE REALTY SD INC, Respondent  
By: STORMALEE GAIL ROGERS, Designated  
Officer

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

12 DATED: 3/20/19

  
Steven C. Vondran, Attorney for Respondents  
STORMALEE GAIL ROGERS and  
BEACHSIDE REALTY SD INC

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16 The foregoing Stipulation and Agreement is hereby adopted as my Decision as to  
17 Respondents BEACHSIDE REALTY SD INC and STORMALEE GAIL ROGERS, individually  
18 and as designated officer of BEACHSIDE REALTY SD INC, and shall become effective at 12  
19 o'clock noon on JUL 16 2019, 2019.

20 IT IS SO ORDERED June 18, 2019.

22 DANIEL J. SANDRI  
23 ACTING REAL ESTATE COMMISSIONER

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