

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

FILED

DEC 15 2020

DEPT. OF REAL ESTATE

By *Jm*

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

10 In the Matter of the Accusation of) No. H-05135 SD
11)
12 DAVE STUBBS REAL ESTATE INC) STIPULATION
13 and) AND
14 JOYCE THERESA THOMAS,) AGREEMENT
15)
16)
17)
18 Respondents.)

19 It is hereby stipulated by and between Respondent DAVE STUBBS REAL
20 ESTATE INC ("DSREI"), represented by Jozef G. Magyar, Esq. of the Law Offices of Kimball,
21 Tirey and St. John LLP, and the Complainant, acting by and through Julie L. To, Counsel for the
22 Department of Real Estate ("Department" or "DRE"), as follows for the purpose of settling and
23 disposing of the Accusation ("Accusation") filed on March 12, 2020, in Case No. H-05135 SD,
24 in this matter.

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27 DRE Stipulation & Agreement - Dave Stubbs Real Estate Inc, H-05135 SD

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

6 2. Respondent DSREI has received, read and understands the Statement to
7 Respondent, the Discovery Provisions of the APA and the Accusation filed by the Department of
8 Real Estate (“Department”) in this proceeding.

9 3. On March 23, 2020, Respondent DSREI timely filed its Notice of Defense
10 pursuant to Section 11506 of the Government Code for the purpose of requesting a hearing on
11 the allegations in the Accusation. Respondent DSREI hereby freely and voluntarily withdraws
12 said Notice of Defense. Respondent DSREI acknowledges that it understands that by
13 withdrawing said Notice of Defense it thereby waives its right to require the Commissioner to
14 prove the allegations in the Accusation at a contested hearing held in accordance with the
15 provisions of the APA and that it will waive other rights afforded to them in connection with the
16 hearing such as the right to present evidence in their defense and the right to cross-examine
17 witnesses.

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

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1 5. This Stipulation is made for the purpose of reaching an agreed disposition of
2 this proceeding and is expressly limited to this proceeding and any other proceeding or case in
3 which the Department or another licensing agency of this state, another state, or if the federal
4 government is involved, and otherwise shall not be admissible in any other criminal or civil
5 proceeding.

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

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

19 8. Respondent DSREI understands that by agreeing to this Stipulation,
20 Respondent DSREI agrees to pay, jointly and severally with Respondent JOYCE THERESA
21 THOMAS ("THOMAS"), the cost of the audit which resulted in the determination that
22 Respondents committed the violations found in the Determination of Issues, pursuant to Business
23 and Professions Code ("Code") Section 10148. The amount of said costs for the original audit
24 (SD180029) is \$12,826.28. Respondent DSREI agrees to pay, jointly and severally with
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1 Respondent THOMAS, \$12,826.28, pursuant to Code Section 10148, for the cost of Audit No.
2 SD180029.

3 9. Respondent DSREI has received, read, and understands the "Notice
4 Concerning Costs of Subsequent Audit." Respondent DSREI further understands that by
5 agreeing to this Stipulation, the findings set forth below in the Determination of Issues become
6 final, and the Commissioner may charge Respondent DSREI for the cost of any subsequent
7 audits conducted pursuant to Code Section 10148 to determine if the violations have been
8 corrected. The maximum cost of the follow-up audits will not exceed one-hundred twenty-five
9 percent (125%) of the cost of the original audit; in the instant case, the cost of the original audit
10 is \$12,826.28 and the maximum cost of the follow-up audit ($\$12,826.28 \times 125\%$) will not exceed
11 \$16,032.85. Therefore, Respondent DSREI may be charged a maximum of \$16,032.85 in the
12 event of a subsequent audit.

13 10. Respondent DSREI understands that by agreeing to this Stipulation,
14 Respondent DSREI agrees to pay, jointly and severally with Respondent THOMAS, the
15 Commissioner's cost of the investigation and enforcement which resulted in the determination
16 that Respondents committed the violations found in the Determination of Issues, pursuant to
17 Code Section 10106. The amount of said investigation and enforcement costs is \$1,609.55
18 (comprised of \$488.15 in investigation costs and \$1,121.40 in enforcement costs); therefore,
19 Respondent DSREI agrees to pay, jointly and severally with Respondent THOMAS, pursuant to
20 Code Section 10106, the amount \$1,609.55.

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DRE Stipulation & Agreement – Dave Stubbs Real Estate Inc, H-05135 SD

1 DETERMINATION OF ISSUES

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

5 The conduct, acts or omissions of Respondent DSREI as described in Paragraph 4,
6 herein above, are in violation of: Code Section 10145 and Regulation 2832.1; Code Section
7 10145 and Regulation 2831; Code Section 10145 and Regulation 2831.1.; Code Section 10145(a)
8 and Regulation 2831.2; Code Section 10145 and Regulation 2834; and Code Section 10161.8
9 and Regulation 2752, and are bases for the suspension or revocation of the license and license
10 rights of Respondent DSREI as a violation of the Real Estate Law pursuant to Code Section
11 10177(d).

12 ORDER

13 WHEREFORE, THE FOLLOWING ORDER is hereby made:

14 I.

15 All licenses and licensing rights of Respondent DAVE STUBBS REAL ESTATE
16 INC under the Real Estate Law are suspended for a period of thirty (30) days from the effective
17 date of this Decision and Order; provided, however, that:

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

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

23 b) That no final subsequent determination be made, after hearing or upon
24 stipulation, that cause of disciplinary action occurred within two (2) years
25 from the effective date of this Decision and Order. Should such a
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determination be made, the Commissioner may, in his 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.

2. All licenses and licensing rights of Respondent DSREI are indefinitely suspended unless or until Respondent DSREI jointly and severally [with Respondent THOMAS] pays the sum of \$1,609.55 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 Department of Real Estate. The investigation and enforcement costs must be delivered to the Department of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective date of this Decision and Order.

3. Pursuant to Section 10148 of the Code, Respondent DSREI [jointly and severally with Respondent THOMAS] shall pay the sum of \$12,826.28 for the Commissioner's cost of the audit which led to this disciplinary action. Respondents DSREI and THOMAS 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.

4. Pursuant to Section 10148 of the Code, Respondent DSREI shall pay the Commissioner's reasonable cost, not to exceed \$16,032.85 [or, 125% of the original audit cost], for a subsequent audit to determine if Respondent DSREI has corrected the violations found in the Determination of Issues. In calculating the amount of the Commissioner's reasonable cost, the Commissioner may use the estimated average hourly salary for all persons performing audits

1 of real estate brokers, and shall include an allocation for travel time to and from the auditor's
2 place of work. Respondent DSREI shall pay such cost within sixty (60) days of receiving an
3 invoice therefore from the Commissioner. Payment of the audit costs should not be made until
4 Respondent receives the invoice. If Respondent fails to satisfy this condition in a timely manner
5 as provided for herein, Respondent's real estate license 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 DATED: 11-3-20



9 Julie L. To, Counsel for
10 Department of Real Estate

11 * * *

12 EXECUTION OF THE STIPULATION

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

20 MAILING AND FACSIMILE

21 Respondent can signify acceptance and approval of the terms and conditions of
22 this Stipulation and Agreement by sending a hard copy of the original signed signature page of
23 the Stipulation herein to Julie L. To, Legal Section, Department of Real Estate, 320 W. Fourth
24 St., Suite 350, Los Angeles, California 90013-1105. In the event of time constraints before an
25 administrative hearing, Respondent can signify acceptance and approval of the terms and
26 conditions of this Stipulation and Agreement by e-mailing a scanned copy of the signature page,
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1 as actually signed by Respondent, to the Department counsel assigned to this case. Respondent
2 agrees, acknowledges, and understands that by electronically sending to the Department a scan of
3 Respondent's [or Respondent's authorized representative's] actual signature as it appears on the
4 Stipulation and Agreement, that receipt of the scan by the Department shall be binding on
5 Respondent as if the Department had received the original signed Stipulation and Agreement.

6 DATED: 1/12/20



7 DAVE STUBBS REAL ESTATE INC
8 By: Christopher Alan Moore, Designated Officer

9 *I have reviewed the Stipulation and Agreement as to form and have advised my*
10 *client accordingly.*

11
12 _____
13 Dated

14 _____
15 Jozef Magyar, Esq., Attorney for Respondent
16 DAVE STUBBS REAL ESTATE INC

17 * * *

18 The foregoing Stipulation and Agreement is hereby adopted as my Decision as to
19 Respondent DAVE STUBBS REAL ESTATE INC, and shall become effective at 12 o'clock
20 noon on **JAN 14 2021**, 2020.

21 IT IS SO ORDERED 12.4.20, 2020.

22 REAL ESTATE COMMISSIONER

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24 
25 DOUGLAS R. McCAULEY

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

FILED

DEC 15 2020

DEPT. OF REAL ESTATE

By 

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8 BEFORE THE DEPARTMENT OF REAL ESTATE

9 STATE OF CALIFORNIA

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11 In the Matter of the Accusation of) No. H-05135 SD
12)
13 DAVE STUBBS REAL ESTATE INC) STIPULATION
14) AND
15 and) AGREEMENT
16)
17)
18 JOYCE THERESA THOMAS,)
19)
20)
21)
22 Respondents.)

19 It is hereby stipulated by and between Respondent JOYCE THERESA THOMAS
20 (“THOMAS”), and the Complainant, acting by and through Julie L. To, Counsel for the
21 Department of Real Estate (“Department” or “DRE”), as follows for the purpose of settling and
22 disposing of the Accusation (“Accusation”) filed on March 12, 2020, in Case No. H-05135 SD,
23 in this matter.

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27 DRE Stipulation & Agreement – Joyce Theresa Thomas, H-05135 SD

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

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

9 3. On April 2, 2020, Respondent THOMAS timely filed her Notice of Defense
10 pursuant to Section 11506 of the Government Code for the purpose of requesting a hearing on
11 the allegations in the Accusation. Respondent THOMAS hereby freely and voluntarily
12 withdraws said Notice of Defense. Respondent THOMAS acknowledges that she understands
13 that by withdrawing said Notice of Defense she thereby waives her right to require the
14 Commissioner to prove the allegations in the Accusation at a contested hearing held in
15 accordance with the provisions of the APA and that she will waive other rights afforded to her in
16 connection with the hearing such as the right to present evidence in their defense and the right to
17 cross-examine witnesses.

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

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1 5. This Stipulation is made for the purpose of reaching an agreed disposition of
2 this proceeding and is expressly limited to this proceeding and any other proceeding or case in
3 which the Department or another licensing agency of this state, another state, or if the federal
4 government is involved, and otherwise shall not be admissible in any other criminal or civil
5 proceeding.

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

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

19 8. Respondent THOMAS understands that by agreeing to this Stipulation,
20 Respondent THOMAS agrees to jointly and severally pay, with Respondent DAVE STUBBS
21 REAL ESTATE INC ("DSREI"), the cost of the audit which resulted in the determination that
22 Respondents committed the violations found in the Determination of Issues, pursuant to Business
23 and Professions Code ("Code") Section 10148. The amount of said costs for the original audit
24 (SD180029) is \$12,826.28. Respondent THOMAS agrees to pay, jointly and severally with
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1 Respondent DSREI, \$12,826.28, pursuant to Code Section 10148, for the cost of Audit No.
2 SD180029.

3 9. Respondent THOMAS understands that by agreeing to this Stipulation,
4 Respondent THOMAS agrees to pay, jointly and severally with Respondent DSREI, the
5 Commissioner's cost of the investigation and enforcement which resulted in the determination
6 that Respondents committed the violations found in the Determination of Issues, pursuant to
7 Code Section 10106. The amount of said investigation and enforcement costs is \$1,609.55
8 (comprised of \$488.15 in investigation costs and \$1,121.40 in enforcement costs); therefore,
9 Respondent THOMAS agrees to pay, jointly and severally with Respondent DSREI, pursuant to
10 Code Section 10106, the amount \$1,609.55.

11 DETERMINATION OF ISSUES

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

15 The conduct, acts or omissions of Respondent THOMAS as described in
16 Paragraph 4, herein above, are in violation of: Code Sections 10159.2 and 10177(h) and
17 Regulation 2725, and are bases for the suspension or revocation of the license and license rights
18 of Respondent THOMAS as a violation of the Real Estate Law pursuant to Code Sections
19 10177(d), 10177(g) and 10177(h).

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1 ORDER

2 WHEREFORE, THE FOLLOWING ORDER is hereby made:

3 I.

4 All licenses and licensing rights of Respondent JOYCE THERESA THOMAS
5 under the Real Estate Law are suspended for a period of thirty (30) days from the effective date
6 of this Decision and Order; provided, however, that:

7 1. Thirty (30) days of said suspension shall be stayed for two (2) years upon the
8 following terms and conditions:

9 a) Respondent THOMAS shall obey all laws, rules and regulations
10 governing the rights, duties and responsibilities of a real estate licensee in
11 the State of California; and,

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

19 2. All licenses and licensing rights of Respondent THOMAS are indefinitely
20 suspended unless or until Respondent THOMAS jointly and severally [with Respondent DSREI]
21 pays the sum of \$1,609.55 for the Commissioner's reasonable cost of the investigation and
22 enforcement which led to this disciplinary action. Said payment shall be in the form of a
23 cashier's check or certified check made payable to the Department of Real Estate. The
24 investigation and enforcement costs must be delivered to the Department of Real Estate, Flag
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1 Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective date of this
2 Decision and Order.

3 3. Pursuant to Section 10148 of the Code, Respondent THOMAS [jointly and
4 severally with Respondent DSREI] shall pay the sum of \$12,826.28 for the Commissioner's cost
5 of the audit which led to this disciplinary action. Respondents THOMAS and DSREI shall pay
6 such cost within sixty (60) days of receiving an invoice therefore from the Commissioner.

7 Payment of audit costs should not be made until Respondents receive the invoice. If
8 Respondents fail to satisfy this condition in a timely manner as provided for herein, Respondents'
9 real estate licenses shall automatically be suspended until payment is made in full, or until a
10 decision providing otherwise is adopted following a hearing held pursuant to this condition.

11 4. Respondent THOMAS shall not be permitted to be the designated officer of
12 record for any real estate corporation licensed by the Department.

13 11-2-20

14 Dated



14 Julie L. To, Counsel for
15 Department of Real Estate

15 * * *

16 EXECUTION OF THE STIPULATION

17 I have read the Stipulation and Agreement. Its terms are understood by me and
18 are agreeable and acceptable to me. I understand that I am waiving rights given to me by the
19 California Administrative Procedure Act (including but not limited to Sections 11506, 11508,
20 11509 and 11513 of the Government Code), and I willingly, intelligently and voluntarily waive
21 those rights, including the right of requiring the Commissioner to prove the allegations in the
22 Accusation at a hearing at which I would have the right to cross-examine witnesses against me
23 and to present evidence in defense and mitigation of the charges.

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1 MAILING AND FACSIMILE

2 Respondent can signify acceptance and approval of the terms and conditions of
3 this Stipulation and Agreement by sending a hard copy of the original signed signature page of
4 the Stipulation herein to Julie L. To, Legal Section, Department of Real Estate, 320 W. Fourth
5 St., Suite 350, Los Angeles, California 90013-1105. In the event of time constraints before an
6 administrative hearing, Respondent can signify acceptance and approval of the terms and
7 conditions of this Stipulation and Agreement by e-mailing a scanned copy of the signature page,
8 as actually signed by Respondent, to the Department counsel assigned to this case. Respondent
9 agrees, acknowledges, and understands that by electronically sending to the Department a scan of
10 Respondent's [or Respondent's authorized representative's] actual signature as it appears on the
11 Stipulation and Agreement, that receipt of the scan by the Department shall be binding on
12 Respondent as if the Department had received the original signed Stipulation and Agreement.

13 DATED: 1/2/2020

14 
15 JOYCE THERESA THOMAS

16 * * *

17 The foregoing Stipulation and Agreement is hereby adopted as my Decision as to
18 Respondent JOYCE THERESA THOMAS and shall become effective at 12 o'clock noon on
19 JAN 14 2021, 2020.

20 IT IS SO ORDERED 12.4.20, 2020.

21 REAL ESTATE COMMISSIONER

22 
23 DOUGLAS R. McCAULEY

1 as actually signed by Respondent, to the Department counsel assigned to this case. Respondent
2 agrees, acknowledges, and understands that by electronically sending to the Department a scan of
3 Respondent's [or Respondent's authorized representative's] actual signature as it appears on the
4 Stipulation and Agreement, that receipt of the scan by the Department shall be binding on
5 Respondent as if the Department had received the original signed Stipulation and Agreement.

6
7 DATED: _____

8 _____
9 DAVE STUBBS REAL ESTATE INC
10 By: Christopher Alan Moore, Designated Officer

11 *I have reviewed the Stipulation and Agreement as to form and have advised my*
12 *client accordingly.*

13 11/3/20
14 Dated

15 _____
16 Jozef Magyar, Esq., Attorney for Respondent
17 DAVE STUBBS REAL ESTATE INC

18 * * *

19 The foregoing Stipulation and Agreement is hereby adopted as my Decision as to
20 Respondent DAVE STUBBS REAL ESTATE INC, and shall become effective at 12 o'clock
21 noon on _____, 2020.

22 IT IS SO ORDERED _____, 2020.

23 REAL ESTATE COMMISSIONER

24 _____
25 DOUGLAS R. McCAULEY