

1 Administrative Procedure Act (“APA”), shall instead and in place thereof be submitted solely on
2 the basis of the provisions of this Stipulation and Agreement (“Stipulation”).

3 2. Respondents BRSI and ROGERS have received and read, and understand the
4 Statement to Respondent, the Discovery Provisions of the APA, and the Accusation filed by the
5 Department of Real Estate in this proceeding.

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

15 4. This Stipulation is based on the factual allegations contained in the
16 Accusation. In the interest of expediency and economy, Respondents BRSI and ROGERS
17 choose not to contest these factual allegations, but to remain silent and understand that, as a
18 result thereof, these factual statements will serve as a prima facie basis for the disciplinary action
19 stipulated to herein and violations set for below.

20 5. This Stipulation and Respondents’ decision not to contest the Accusation are
21 made for the purpose of reaching an agreed disposition of this proceeding, and are expressly
22 limited to this proceeding and any other proceeding or case in which the Department of Real
23 Estate, or another licensing agency of this state or another state, or if a state or federal
24 government is involved, and otherwise shall not be admissible in any other criminal or civil
25 proceedings. Respondents BRSI and ROGERS further understand that the sustained violation(s)
26 may be considered in any future administrative or disciplinary matters by the Department of Real
27 Estate.

1 6. It is understood by the parties that the Real Estate Commissioner may adopt
2 this Stipulation as his Decision in this matter thereby imposing the penalties and sanctions on
3 the real estate licenses and license rights of Respondents BRSI and ROGERS as set forth in the
4 below "Order." In the event that the Commissioner in his discretion does not adopt this
5 Stipulation, it shall be void and of no effect, and Respondents BRSI and ROGERS shall retain
6 the right to a hearing and proceeding on the Accusation under the provisions of the APA and
7 shall not be bound by this Stipulation herein.

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

14 8. Respondents BRSI and ROGERS understand that by agreeing to this
15 Stipulation, Respondents BRSI and ROGERS agree to pay, pursuant to California Business and
16 Professions Code section 10106, the cost of the investigation and enforcement. The amount of
17 investigation and enforcement cost is \$1,074.94.

18 9. Respondents BRSI and ROGERS understand that by agreeing to this
19 Stipulation, Respondents BRSI and ROGERS agree to pay, pursuant to California Business and
20 Professions Code section 10148, the cost of the audit which led to this disciplinary action, or
21 provide proof satisfactory to the Commissioner that this cost of audit has already been paid. The
22 amount of said cost for the original audits (SD 200033) is \$5,964.50.

23 10. Respondents BRSI and ROGERS understand that by agreeing to this
24 Stipulation and Agreement, the findings set forth below in the Determination of Issues become
25 final, and the Commissioner may charge Respondents BRSI and ROGERS, with joint and
26 several liability, for the cost of any subsequent audit(s) conducted pursuant to California
27 Business and Professions Code section 10148. The maximum cost of the subsequent audit will

1 not exceed \$7,455.63.

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DETERMINATION OF ISSUES

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By reason of the foregoing, it is stipulated and agreed that the following determination of issues shall be made:

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The conduct, acts, or omissions of Respondents BEACHSIDE REALTY SD INC and STORMALEE GAIL ROGERS, as described in the Accusation and Paragraph 4, above, are a basis for discipline of Respondent BRSI's and ROGERS's licenses and license rights pursuant to California Business and Professions Code sections 10145, 10159.2, 10177(g), and 10177(h) and Title 10, Chapter 6 of the California Code of Regulations, section 2831.1.

ORDER

WHEREFORE, THE FOLLOWING ORDER is hereby made:

(BEACHSIDE REALTY SD INC: SUSPENSION)

I.

All licenses and licensing rights of Respondent BRSI under the Real Estate Law are suspended for a period of thirty (30) days from the effective date of this Decision; provided, however, all thirty (30) days of said suspension shall be stayed for two (2) years upon the following terms and conditions:

A. Respondent BRSI 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 Decision. Should such a determination be made, the Commissioner may, in his discretion, vacate, and set aside the stay order and re-impose all or a portion of the stayed suspension. Should no such determination be made, the stay imposed herein shall become

1 permanent.

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3 (STORMALEE GAIL ROGERS: SUSPENSION)

4 II.

5 All licenses and licensing rights of Respondent ROGERS under the Real Estate
6 Law are suspended for a period of thirty (30) days from the effective date of this Decision;
7 provided, however, all thirty (30) days of said suspension shall be stayed for two (2) years upon
8 the following terms and conditions:

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

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

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18 (BRSI AND ROGERS: INVESTIGATION AND ENFORCEMENT COSTS)

19 III.

20 Respondents BRSI and ROGERS shall, within thirty (30) days from the effective
21 date of this Decision and Order, pay the sum of \$1,074.94 with joint and several liability for the
22 Commissioner's reasonable cost for investigation and enforcement which led to this disciplinary
23 action. Said payment shall be in the form of a cashier's check made payable to the Department
24 of Real Estate. The investigative and enforcement costs must be delivered to the Department of
25 Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013, within thirty (30)
26 days from the effective date of this Decision and Order. If the costs of investigation and
27 enforcement are not paid within thirty (30) days from the effective date of this Decision and

1 Order, the licenses and license rights of Respondents BRSI and ROGERS shall automatically be
2 suspended until full payment is made.

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4 (BRSI and ROGERS: AUDIT COSTS)

5 IV.

6 1. Pursuant to California Business and Professions Code section 10148,
7 Respondents BRSI and ROGERS shall pay \$5,964.50 with joint and several liability for the
8 Commissioner's cost of the audit which led to this disciplinary action, or provide proof of full
9 payment satisfactory to the Commissioner within thirty (30) days from the effective date of this
10 Decision and Order. If this audit has not been paid by the effective date of this Decision,
11 payment of the audit cost balance shall be paid within sixty (60) days after Respondents BRSI
12 and/or ROGERS have received the invoice. If Respondents fail to satisfy this condition in a
13 timely manner as provided for herein, the real estate licenses of Respondents shall automatically
14 be suspended until payment is made in full, or until a decision providing otherwise is adopted
15 following a hearing.

16 2. Pursuant to California Business and Professions Code section 10148,
17 Respondents BRSI and ROGERS shall pay the Commissioner's reasonable cost, not to exceed
18 \$7,455.63, with joint and several liability, for audit(s) to determine if Respondents BRSI and
19 ROGERS have corrected the violations found in the Determination of Issues. In calculating the
20 amount of the Commissioner's reasonable cost, the Commissioner may use the estimated
21 average hourly salary for all persons performing audits of real estate broker(s), and shall include
22 an allocation for travel time to and from the auditor's place of work. Respondents BRSI and
23 ROGERS shall pay such cost within thirty (30) days of receiving an invoice therefor from the
24 Commissioner. Payment of the audit costs should not be made until Respondents BRSI and
25 ROGERS receives the invoice. If Respondents BRSI and ROGERS fail to satisfy this condition
26 in a timely manner as provided for herein, the real estate license of Respondents BRSI and
27 ROGERS shall automatically be suspended until payment is made in full, or until a decision


1 providing otherwise is adopted following a hearing held pursuant to this condition.

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3 (ROGERS: TRUST FUND COURSE)

4 V.

5 Respondent ROGERS shall, within ninety (90) days of the effective date of this
6 Decision and Order, provide proof satisfactory to the Commissioner, of having taken and
7 successfully completed the continuing education course on trust fund accounting and handling
8 specified in California Business and Professions Code section 10170.5(a)(3). Proof of
9 satisfaction of this requirements includes evidence that Respondent ROGERS has successfully
10 completed the trust fund account and handling continuing education course, no earlier than one
11 hundred twenty (120) days prior to the effective date of the Decision and Order in this
12 matter. Proof of completion of the trust fund accounting and handling course must be delivered
13 to the Department of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013
14 or by fax at (916) 263-8758, within ninety (90) days of the effective date of this Decision and
15 Order.

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17 DATED: 10/25/2022

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19 _____
20 DIANE LEE,
21 Counsel for Department of Real Estate

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23 EXECUTION OF THE STIPULATION

24 I, STORMALEE GAIL ROGERS, individually and as designated officer
25 of Beachside Realty SD Inc, have read the Stipulation and discussed it with our attorney, Frank
26 Buda, Esq. Its terms are understood by me and Beachside Realty SD Inc, and are agreeable and
27 acceptable to me and Beachside Realty SD Inc. I understand that I am waiving rights
given to me and Beachside Realty SD Inc by the California APA (including, but not limited to,
California Government Code sections 11506, 11508, 11509, and 11513), and I, individually and

1 as designated officer of Beachside Realty SD Inc, willingly, intelligently, and voluntarily waive
2 those rights, including, but not limited to, the right of requiring the Commissioner to prove the
3 allegations in the Accusation at a hearing at which Beachside Realty SD Inc and I would have
4 the right to cross-examine witnesses against me and Beachside Realty SD Inc and to present
5 evidence in defense and mitigation of the charges.

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7 MAILING AND E-MAIL

8 Respondents BRSI and ROGERS shall mail the original signed signature page of
9 this Stipulation herein to Department of Real Estate, Attention: Legal Section – Diane Lee, 320
10 West Fourth Street, Suite 350, Los Angeles, California 90013-1105.

11 In the event of time constraints before an administrative hearing, Respondents
12 BRSI and ROGERS can signify acceptance and approval of the terms and conditions of this
13 Stipulation and Agreement by emailing a scanned copy of the signature page, as actually signed
14 by Respondents BRSI and ROGERS, to the Department counsel assigned to this case.
15 Respondents BRSI and ROGERS agree, acknowledge, and understand that by electronically
16 sending the Department a scan of Respondents BRSI's and ROGERS's actual signatures
17 as they appear on the Stipulation and Agreement that receipt of the scan by the Department shall
18 be binding on Respondents BRSI and ROGERS as if the Department had received the original
19 signed Stipulation.

20 Respondents BRSI's and ROGERS's signatures below constitute acceptance and
21 approval of the terms and conditions of this Stipulation. Respondents BRSI and ROGERS agree,
22 acknowledge, and understand that by signing this Stipulation, Respondents BRSI and ROGERS
23 are bound by its terms as of the date of such signatures and that this agreement is not subject to
24 rescission or amendment at a later date except by a separate Decision and Order of the Real
25 Estate Commissioner.

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DATED: 10/25/2022 _____

DocuSigned by:
Stormalee Rogers
F69AC718715747B

BEACHSIDE REALTY SD INC, by Stormalee Gail Rogers, designated officer of Beachside Realty SD Inc

DATED: 10/25/2022 _____

DocuSigned by:
Stormalee Rogers
F69AC718715747B

STORMALEE GAIL ROGERS, individually and as designated officer of Beachsider Realty SD Inc

DATED: _____

FRANK BUDA, ESQ.
Attorney for Respondents BEACHSIDE REALTY SD INC and STORMALEE GAIL ROGERS
Approved as to Form

* * *

The foregoing Stipulation and Agreement is hereby adopted as my Decision as to Respondents BEACHSIDE REALTY SD INC and STORMALEE GAIL ROGERS, and shall become effective at 12 o'clock noon on _____.

IT IS SO ORDERED _____.

DOUGLAS R. McCAULEY
REAL ESTATE COMMISSIONER

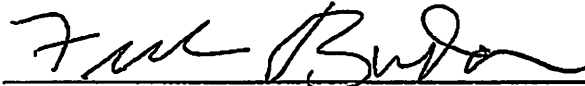
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DATED: _____

BEACHSIDE REALTY SD INC, by Stormalee Gail Rogers, designated officer of Beachside Realty SD Inc

DATED: _____

STORMALEE GAIL ROGERS, individually and as designated officer of Beachsider Realty SD Inc

DATED: 10-25-22 

FRANK BUDA, ESQ.
Attorney for Respondents BEACHSIDE REALTY SD INC and STORMALEE GAIL ROGERS
Approved as to Form

The foregoing Stipulation and Agreement is hereby adopted as my Decision as to Respondents BEACHSIDE REALTY SD INC and STORMALEE GAIL ROGERS, and shall become effective at 12 o'clock noon on _____.

IT IS SO ORDERED _____.

DOUGLAS R. McCAULEY
REAL ESTATE COMMISSIONER

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DATED: _____

BEACHSIDE REALTY SD INC, by Stormalee Gail Rogers, designated officer of Beachside Realty SD Inc

DATED: _____

STORMALEE GAIL ROGERS, individually and as designated officer of Beachsider Realty SD Inc

DATED: _____

FRANK BUDA, ESQ.
Attorney for Respondents BEACHSIDE REALTY SD INC and STORMALEE GAIL ROGERS
Approved as to Form

* * *

The foregoing Stipulation and Agreement is hereby adopted as my Decision as to Respondents BEACHSIDE REALTY SD INC and STORMALEE GAIL ROGERS, and shall become effective at 12 o'clock noon on December 12, 2022.

IT IS SO ORDERED 11.22.22.

DOUGLAS R. McCAULEY
REAL ESTATE COMMISSIONER

