

**FILED**

**JUL 19 2023**

**DEPT. OF REAL ESTATE**

By \_\_\_\_\_

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27

BEFORE THE DEPARTMENT OF REAL ESTATE  
STATE OF CALIFORNIA

\*\*\*

In the Matter of the Accusation of	)	DRE No. H-05291 SD
	)	
TENANT PLANET INC; and	)	
DAVID MICHAEL THOMAS,	)	
individually and as designated	)	
officer of Tenant Planet Inc.,	)	
	)	
Respondents.	)	

ORDER NUNC PRO TUNC MODIFYING DECISION

It having been called to the attention of the Real Estate Commissioner that there is an error in the Stipulation and Agreement in Settlement and Order filed on July 17, 2023, and good cause appearing therefor, the following correction is made to the Decision pursuant to California Government Code section 11517(c)(2). On page 11, lines 19 to 22 shall be replaced by the following:

The foregoing Stipulation and Agreement is hereby adopted as my Decision as to Respondents TENANT PLANET, INC. and DAVID MICHAEL THOMAS, and shall become effective on 12 o'clock noon on August 7, 2023.

IT IS SO ORDERED July 12, 2023.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27

The Decision nunc pro tunc to July 17, 2023 is effective immediately.  
IT IS SO ORDERED July 19, 2023.

DOUGLAS R. McCAULEY  
REAL ESTATE COMMISSIONER

*Stephen Lerner*  
\_\_\_\_\_

For Douglas McCauley

**FILED**

**JUL 17 2023**

**DEPT. OF REAL ESTATE**

By \_\_\_\_\_

1 Department of Real Estate  
2 320 West 4th Street, Suite 350  
3 Los Angeles, California 90013  
4  
5 Telephone: (213) 576-6982  
6  
7

8 BEFORE THE DEPARTMENT OF REAL ESTATE  
9 STATE OF CALIFORNIA

10 \* \* \*

11	In the Matter of the Accusation of	)	No. H-05291 SD
12	TENANT PLANET, INC.; and	)	
13	DAVID MICHAEL THOMAS,	)	STIPULATION AND
14	individually and as designated officer	)	AGREEMENT
15	of Tenant Planet, Inc.,	)	
16	Respondents.	)	

17 It is hereby stipulated by and between Respondents TENANT PLANET, INC.  
18 (“TPI”) and DAVID MICHAEL THOMAS (“THOMAS”), individually and as designated  
19 officer of Tenant Planet, Inc., (collectively “Respondents”) both represented by Mary Work,  
20 Esq., and the Complainant, acting by and through Diane Lee, Counsel for the Department of  
21 Real Estate, as follows for the purpose of settling and disposing of the Accusation  
22 (“Accusation”) filed on or about August 18, 2022, in this matter:

- 23 1. All issues which were to be contested and all evidence which were to be
- 24 presented by Complainant and Respondents TPI and THOMAS at a formal hearing on the
- 25 Accusation, which hearing was to be held in accordance with the provisions of the California
- 26
- 27

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 TPI and THOMAS 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 TPI and THOMAS 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 TPI and THOMAS hereby freely and voluntarily  
9 withdraw said Notices of Defense. Respondents TPI and THOMAS 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 TPI and THOMAS 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 TPI and THOMAS choose  
17 not to contest these factual allegations, but to remain silent and understand that, as a result  
18 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 TPI and THOMAS 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 TPI and THOMAS 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 TPI and THOMAS shall retain the  
6 right to a hearing and proceeding on the Accusation under the provisions of the APA and shall  
7 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 TPI and THOMAS herein.

14                   8. Respondents TPI and THOMAS understand that by agreeing to this  
15 Stipulation, Respondents TPI and THOMAS 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 \$1,618.73.

18                   9. Respondents TPI and THOMAS understand that by agreeing to this  
19 Stipulation, Respondents TPI and THOMAS 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 audit (SD210010) is \$14,099.00.

23 ///

24 ///

25 ///

26 ///

27 ///



1 Code section 10175.2 at the rate of \$100.00 per day for a monetary penalty of \$1,500.00 total.

2 2. Said payment shall be in the form of a cashier's check or certified check made  
3 payable to the Recovery Account of the Real Estate Fund. Said check must be received by the  
4 Department of Real Estate prior to the effective date of the Decision in this matter.

5 3. No further cause for disciplinary action against the real estate license of TPI  
6 occurs within two (2) years from the effective date of the Decision in this matter.

7 4. If TPI fails to pay the monetary penalty in accordance with the terms of the  
8 Decision, the Commissioner may, without a hearing, order the immediate execution of all or any  
9 part of the stayed suspension, in which event TPI shall not be entitled to any repayment nor  
10 credit, prorated or otherwise, for money paid to the Department of Real Estate under the terms of  
11 this Decision.

12 5. If TPI pays the monetary penalty and if no further cause for disciplinary action  
13 against the real estate license of TPI occurs within two (2) years from the effective date of the  
14 Decision, the stay hereby granted shall become permanent.

15 B. The remaining thirty (30) days of the forty-five (45) day suspension shall be  
16 stayed for two (2) years upon the following terms and conditions:

17 1. TPI shall obey all laws, rules, and regulations governing the rights, duties, and  
18 responsibilities of a real estate licensee in the State of California; and

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

25 ///

26 ///

27 ///

1 (DAVID MICHAEL THOMAS: SUSPENSION)

2 II.

3 All licenses and licensing rights of THOMAS under the Real Estate Law are  
4 suspended for a period of forty-five (45) days from the effective date of this Decision:

5 A. Provided, however, that the initial fifteen (15) days of said suspension shall be  
6 stayed upon condition that:

7 1. THOMAS pays a monetary penalty pursuant to California Business and  
8 Professions Code section 10175.2 at the rate of \$100.00 per day for a monetary penalty of  
9 \$1,500.00 total.

10 2. Said payment shall be in the form of a cashier's check or certified check made  
11 payable to the Recovery Account of the Real Estate Fund. Said check must be received by the  
12 Department of Real Estate prior to the effective date of the Decision in this matter.

13 3. No further cause for disciplinary action against the real estate license of  
14 THOMAS occurs within two (2) years from the effective date of the Decision in this matter.

15 4. If THOMAS fails to pay the monetary penalty in accordance with the terms of  
16 the Decision, the Commissioner may, without a hearing, order the immediate execution of all or  
17 any part of the stayed suspension, in which event THOMAS shall not be entitled to any  
18 repayment nor credit, prorated or otherwise, for money paid to the Department of Real Estate  
19 under the terms of this Decision.

20 5. If THOMAS pays the monetary penalty and if no further cause for disciplinary  
21 action against the real estate license of THOMAS occurs within two (2) years from the effective  
22 date of the Decision, the stay hereby granted shall become permanent.

23 B. The remaining thirty (30) days of the forty-five (45) day suspension shall be  
24 stayed for two (2) years upon the following terms and conditions:

25 1. THOMAS shall obey all laws, rules, and regulations governing the rights,  
26 duties, and responsibilities of a real estate licensee in the State of California; and

27 2. That no final subsequent determination be made after hearing or upon



1 stipulation, that cause for disciplinary action occurred within two (2) years from the effective  
2 date of this Decision. Should such a determination be made, the Commissioner may, in his  
3 discretion, vacate, and set aside the stay order and re-impose all or a portion of the stayed  
4 suspension. Should no such determination be made, the stay imposed herein shall become  
5 permanent.

6  
7 (TPI AND THOMAS: INVESTIGATION AND ENFORCEMENT COSTS)

8 III.

9 Respondents TPI AND THOMAS shall, within thirty (30) days from the effective  
10 date of this Decision and Order, pay the sum of \$1,618.73 with joint and several liability for the  
11 Commissioner's reasonable cost for investigation and enforcement which led to this disciplinary  
12 action. Said payment shall be in the form of a cashier's check made payable to the Department  
13 of Real Estate. The investigative and enforcement costs must be delivered to the Department of  
14 Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013, within thirty (30)  
15 days from the effective date of this Decision and Order. If the costs of investigation and  
16 enforcement are not paid within thirty (30) days from the effective date of this Decision and  
17 Order, the licenses and license rights of Respondents TPI AND THOMAS shall automatically be  
18 suspended until full payment is made.

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

1 (TPI AND THOMAS: AUDIT COSTS)

2 IV.

3 1. Pursuant to California Business and Professions Code section 10148,  
4 Respondents TPI AND THOMAS owe \$14,099.00 with joint and several liability for the  
5 Commissioner's cost of the audit which led to this disciplinary action. Respondents TPI AND  
6 THOMAS shall pay such cost within thirty (30) days of receiving an invoice therefore from the  
7 Commissioner. Payment of the audit cost should not be made until Respondents TPI and/or  
8 THOMAS receive the invoice. If Respondents fail to satisfy this condition in a timely manner as  
9 provided for herein, the real estate licenses of Respondents shall automatically be suspended  
10 until payment is made in full, or until a decision providing otherwise is adopted following a  
11 hearing.

12 2. Pursuant to California Business and Professions Code section 10148,  
13 Respondents TPI and THOMAS shall pay the Commissioner's reasonable cost, not to exceed  
14 \$17,623.75, with joint and several liability, for audit(s) to determine if Respondents TPI and/or  
15 THOMAS have corrected the violations found in the Determination of Issues. In calculating the  
16 amount of the Commissioner's reasonable cost, the Commissioner may use the estimated  
17 average hourly salary for all persons performing audits of real estate broker(s), and shall include  
18 an allocation for travel time to and from the auditor's place of work. Respondents TPI AND  
19 THOMAS shall pay such cost within thirty (30) days of receiving an invoice therefor from the  
20 Commissioner. Payment of the audit costs should not be made until Respondents TPI and/or  
21 THOMAS receives the invoice. If Respondents TPI AND THOMAS fail to satisfy this  
22 condition in a timely manner as provided for herein, the real estate license of Respondents TPI  
23 and THOMAS shall automatically be suspended until payment is made in full, or until a decision  
24 providing otherwise is adopted following a hearing held pursuant to this condition.

25 ///

26 ///

27 ///

(THOMAS: TRUST FUND COURSE)

V.

Respondent THOMAS shall, within ninety (90) days of the effective date of this Decision and Order, provide proof satisfactory to the Commissioner, of having taken and successfully completed the continuing education course on trust fund accounting and handling specified in California Business and Professions Code section 10170.5(a)(3). Proof of satisfaction of this requirements includes evidence that Respondent THOMAS as successfully completed the trust fund account and handling continuing education course, no earlier than one hundred twenty (120) days prior to the effective date of the Decision and Order 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 P.O. Box 137013, Sacramento, CA 95813-7013 or by fax at (916) 263-8758, within ninety (90) days of the effective date of this Decision and Order.

(THOMAS: PROFESSIONAL RESPONSIBILITY EXAMINATION)

VI.

Respondent THOMAS shall, within six (6) months from the effective date of this Decision and Order, take and pass the Professional Responsibility Examination administered by the Department of Real Estate, including payment of the appropriate examination fee. If THOMAS fails to satisfy this condition, the Commissioner may order suspension of THOMAS's license until THOMAS passes the examination.

DATED: 05/17/2023

  
\_\_\_\_\_  
DIANE LEE,  
Counsel for Department of Real Estate

\* \* \*



1 Respondents TPI's and THOMAS's signatures below constitute acceptance and  
2 approval of the terms and conditions of this Stipulation. Respondents TPI and THOMAS agree,  
3 acknowledge, and understand that by signing this Stipulation, Respondents TPI and THOMAS  
4 are bound by its terms as of the date of such signatures and that this agreement is not subject to  
5 rescission or amendment at a later date except by a separate Decision and Order of the Real  
6 Estate Commissioner.

7  
8 DATED: May 17, 2023

David Thomas

David Thomas (May 17, 2023 09:19 PDT)

TENANT PLANET, INC., by David Michael Thomas,  
designated officer of Tenant Planet, Inc.

9  
10  
11 DATED: May 17, 2023

David Thomas

David Thomas (May 17, 2023 09:19 PDT)

DAVID MICHAEL THOMAS, individually and as  
designated officer of Tenant Planet, Inc.

12  
13  
14 DATED: May 15, 2023

Mary Work, ESQ.

Mary Work, ESQ. (May 15, 2023 13:03 PDT)

MARY WORK, ESQ.

Attorney for Respondents TENANT PLANET, INC. and  
DAVID MICHAEL THOMAS

*Approved as to Form*

15  
16  
17 \* \* \*

18  
19 The foregoing Stipulation and Agreement is hereby adopted as my Decision as to  
20 Respondents TENANT PLANET, INC. and DAVID MICHAEL THOMAS, and shall become  
21 effective at 12 o'clock noon on 7.12.23.

22 IT IS SO ORDERED August 7, 2023.

23  
24 DOUGLAS R. McCAULEY  
25 REAL ESTATE COMMISSIONER  
26  
27