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FILED

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DEPT. OF REAL ESTATE

By

BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

In the Matter of the Accusation of)	No. H-05829 SD
)	
)	
JASON ANDREW BARRY; and)	<u>ACCUSATION</u>
LAURA ANN BARRY,)	
)	
Respondents.)	
)	

The Complainant, Veronica Kilpatrick, a Supervising Special Investigator of the State of California for cause of Accusation against Respondent JASON ANDREW BARRY ("JASON") and LAURA ANN BARRY ("LAURA") (collectively "Respondents"), is informed and alleges as follows:

1.

The Complainant, Veronica Kilpatrick, a Supervising Special Investigator of the State of California, makes this Accusation in her official capacity.

2.

All references to the "Code" are to the California Business and Professions Code, and all references to "Regulations" are to Title 10, Chapter 6, California Code of Regulations unless otherwise specified.

(RESPONDENT JASON'S LICENSE HISTORY)

3.

Respondent JASON is presently licensed and/or has license rights under the Real Estate Law as a real estate salesperson (license no. 01147550). Respondent JASON was originally licensed as a real estate salesperson on or about October 26, 1992, and has been so licensed since then, except during a conditional suspension from on or about April 27, 1994 to June 14, 1994. At no time has Respondent JASON had a fictitious business name registered with the Department of Real Estate. The most recent responsible brokers for Respondent JASON have been:

Dates	Responsible Broker (License No.)	Designated Officer (License No.)
October 2, 2000 to April 14, 2003	Daniel Joseph Barry (00862339)	NA
April 15, 2003 to June 4, 2017	Barry Estates, Inc. (01076961)	Daniel Joseph Barry (00862339)
June 5, 2017 to present	BC&L Holding, Corp. (02013631)	Sean Anthony Barry (01186034) from July 27, 2016 to October 29, 2023; Anne Clare LeBeau McBee (01336927) from October 30, 2023 through the present

4.

At no time has Respondent JASON been licensed with the California Board of Accountancy, California Contractors State Licensing Board ("CSLB"), California State Bar, and/or Financial Industry Regulatory Authority ("FINRA").

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(RESPONDENT LAURA'S LICENSE HISTORY)

5.

Respondent LAURA is presently licensed and/or has license rights under the Real Estate Law as a real estate salesperson (license no. 01154111). Respondent LAURA was originally licensed as a real estate salesperson on or about February 10, 1993, and has been so licensed from on or about February 10, 1993 to August 10, 1994; August 28, 1997 to August 27, 2001; May 2, 2022 to May 1, 2006; and July 28, 2006 through the present. At no time has Respondent LAURA had a fictitious business name registered with the Department of Real Estate. The most recent responsible brokers for Respondent LAURA have been:

Dates	Broker (License No.)	Designated Officer (License No.)
February 5, 2001 to August 27, 2001; May 2, 2002 to April 14, 2003	Daniel Joseph Barry ¹ (00862339)	NA
April 15, 2003 to May 1, 2006; July 28, 2006 to June 17, 2017	Barry Estates, Inc. (01076961)	Daniel Joseph Barry (00862339)
June 18, 2017 to present	BC&L Holding, Corp. (02013631)	Sean Anthony Barry ("Sean") (01186034) from July 27, 2016 to October 29, 2023; Anne Clare LeBeau McBee ("McBee") (01336927) from October 30, 2023 through the present

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¹ Daniel Joseph Barry passed away in 2019. He was the father of JASON, LAURA, and Sean.

1 6.

2 a. On or about April 9, 2007, the Department of Real Estate filed an
3 Accusation, in case no. H-3801 SD, against LAURA as well as Daniel Joseph Barry and Barry
4 Estates, Inc. alleging LAURA conducted licensed activities within the meaning of California
5 Business and Professions Code section 10131(a) on at least fifteen (15) separate and distinct
6 real estate transactions while her real estate salesperson license was expired, in violation of
7 California Business and Professions Code section 10130.

8 b. On or about June 25, 2008, a Decision adopting the Stipulation and
9 Agreement, in case no. H-3801 SD, was filed. Effective July 16, 2008, all real estate licenses
10 and licensing rights of LAURA were suspended for fifty (50) days provided that all fifty (50)
11 days are stayed if LAURA paid a monetary penalty of fifty (50) dollars per day and that there is
12 no further cause for disciplinary action within one (1) year from the effective date.

13 7.

14 At no time has Respondent LAURA been licensed with the California Board of
15 Accountancy, California State Bar, and/or FINRA. At no time after March 2010 has
16 Respondent LAURA been licensed with CSLB in any capacity.

17
18 (BC&L HOLDING, CORP.'S LICENSE HISTORY)

19 8.

20 a. The designated officers of BC&L Holding, Corp. (license no. 02013631)
21 have been Sean Anthony Barry ("Sean") (license no. 01186034) from on or about July 27, 2020
22 to October 29, 2023, then Anne Clare LeBeau McBee ("McBee") (license no. 01336927) from
23 on or about October 30, 2023 through the present. (JASON, LAURA, and Sean each own a
24 third of BC&L Holding, Corp. from on or about August 27, 2019 through the present.)

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1 b. BC&L Holding, Corp.’s fictitious business names have been “Barry
2 Estates” from on or about July 31, 2017 through the present and “Estates Escrow, A Non-
3 Independent Broker Escrow” from on or about November 25, 2019 through the present.²
4

5 (RREAL ESTATE SALES TRANSACTION WITHOUT BROKER SUPERVISION)

6 9.

7 Incorporated herein are Paragraphs 3 through 8, above.

8 10.

9 In or about February 2014, JASON represented M. and L. Coleman
10 (“Colemans”)³ in their purchase of the real property known as 2828 Ocean Front, Del Mar, CA
11 92014 (“Property”). From in or about February 2014 to at least August 14, 2023, the Colemans
12 owned the Property.

13 11.

14 On or about August 27, 2019, Sean, who is an attorney as well as a real estate
15 broker, registered 2828 Ocean Front, LLC with the California Secretary of State. Its members
16 were JASON as the major stakeholder and Robert Kimmel (“Kimmel”) and Sean as minority
17 stakeholders.

18 12.

19 On or about August 30, 2019, the Colemans, JASON, and Kimmel filed a
20 Memorandum of Option to Purchase (“Memorandum”) with the San Diego County Recorder.
21 This Memorandum granted JASON and Kimmel the “exclusive and irrevocable option to
22 purchase” the Property as agreed upon in the Residential Purchase Agreement and Joint Escrow
23 Instructions dated August 5, 2019 during an option period that ended no later than August 30,
24 2022. (This was later extended partly due to delays caused by the COVID-19 pandemic.) In
25

26 ² Hereinafter, all mentions of “Barry Estates” refers to BC&L Holding, Corp.

27 ³ For ease, the “Colemans” may refer to M. Coleman, L. Coleman, and/or both M. Coleman
and L. Coleman.

1 exchange, JASON and Kimmel redeveloped the Property, which included, but was not limited
2 to, hiring contractors to work on the Property and obtaining building permits for the
3 construction.

4 13.

5 On or about November 11, 2019, BC&L Holding, Corp. dba Barry Estates and
6 LAURA entered an Independent Contractor Agreement With Binding Option (Between Broker
7 and Associate-Licensee) wherein they agreed they would split compensation for licensed acts
8 with Barry Estates receiving ten (10) percent and LAURA receiving ninety (90) percent after
9 certain expenses and fees were deducted.

10 14.

11 On or about November 21, 2019, BC&L Holding, Corp. dba Barry Estates and
12 JASON entered an Independent Contractor Agreement With Binding Option (Between Broker
13 and Associate-Licensee) wherein they agreed they would split compensation for licensed acts
14 with BC&L Holding, Corp. receiving ten (10) percent and JASON receiving ninety (90)
15 percent after certain expenses and fees were deducted.

16 15.

17 On or about June 9, 2023, JASON and Kimmel filed a Quitclaim Deed
18 quitclaiming the Property to the Colemans, thereby cancelling JASON and Kimmel's option to
19 purchase the Property.

20 16.

21 During the redevelopment of the Property from 2019 to 2023, Sean expressed
22 concerns to JASON about unpermitted construction being done on the Property and how they
23 would have to disclose any unpermitted construction to potential buyers of the Property. In or
24 about August 2023, Sean expressed those same concerns to LAURA.

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17.

Unbeknownst to Sean, in or about August 2023, JASON and LAURA started a real estate transaction to sell the Property to the buyers, G. Ranglas and/or Assigns (“Ranglases”).⁴

18.

On or about August 6, 2023, LAURA drafted a California Residential Purchase Agreement and Joint Escrow Instructions (C.A.R. Form RPA) dated August 6, 2023 for the buyers, the Ranglases. Therein, the Ranglases offered a purchase price of \$28,000,000 to the Colemans, and identified the seller’s agents as Barry Estates and JASON, and the buyer’s agents as Barry Estates and LAURA. LAURA also drafted disclosures, advisories, and other documents common in real estate transactions that the Ranglases signed.⁵ After LAURA and the Ranglases signed this California Residential Purchase Agreement and Joint Escrow Instructions and other various documents common to real estate sales transactions, LAURA submitted them to the seller’s agent, JASON, who obtained the Colemans’ signatures.

19.

On or about August 7, 2023, the Colemans accepted the Ranglases’ offer. Thereafter, they counteroffered with a purchase price of \$28,016,000.00, which the Ranglases accepted. Ultimately, escrow closed in accordance to the California Residential Purchase Agreement and Joint Escrow Instructions dated August 6, 2023 and Coleman’s counteroffer (collectively “Purchase Agreement”).

20.

On or about August 7, 2023, the Colemans also signed a Cooperating Broker Compensation Agreement and Escrow Instruction (C.A.R. Form CBC) that was drafted and signed by LAURA, thereby agreeing that Barry Estates was both the seller’s brokerage firm

⁴ For ease, the “Ranglases” may refer to G. Ranglas, J. Ranglas, and/or the Ranglas Family Trust U.D.T. dated June 29, 2000.

⁵ These disclosures, advisories, and other documents were forms provided by the California Association of Realtors (“C.A.R.”).

1 and buyer's brokerage firm, and Barry Estates, as the buyer's broker, would be paid 2.5 percent
2 of the selling price as compensation for the "marketing and sale or lease of the real property,
3 manufactured home, or business opportunity described as" the Property. 2.5 percent of the
4 \$28,016,000.00 purchase price is \$700,400.00.

5 21.

6 On or about August 11, 2023, 2828 Ocean Front DM CA, LLC (Delaware file
7 number 7619485) was incorporated with the Delaware Secretary of State.⁶

8 22.

9 On or about August 14, 2023, the Colemans and Ranglases signed a Redemption
10 and Contribution Agreement dated August 14, 2023 that referenced the Property Agreement.
11 Therein, the Colemans were identified as the sole existing members of 2828 Ocean Front DM
12 CA, LLC; that the Colemans "desire[d] to contribute fee title to the Property to the Company;
13 and subject to certain terms and conditions, the Colemans would withdraw as members of 2828
14 Ocean Front DM CA, LLC and the Ranglases would acquire 100 percent ownership of 2828
15 Ocean Front DM CA, LLC. The Redemption and Contribution Agreement also affirmed,
16 "Upon the Closing, Escrow shall pay compensation from [Colemans'] proceeds to 'Broker' (as
17 defined in the Purchase Agreement) as specified in a separate written agreement between
18 Broker and [the Colemans]."⁷

19 23.

20 On or about August 21, 2023, escrow opened with Chicago Title Company
21 ("Escrow Company") for the sale of the Property. Throughout the transaction, Barry Estates
22 and JASON were the listing agents/seller's agents.

23 ///

25 ⁶ The Colemans and Ranglases believed transferring the property through a limited liability
26 corporation rather than directly from the Colemans to the Ranglases offered tax and financial
benefits.

27 ⁷ The "Purchase Agreement" in the Redemption and Contribution Agreement refers to the same
"Purchase Agreement" herein.

1 24.

2 On or about August 22, 2023, Escrow Instructions were filed recognizing the
3 Redemption and Contribution Agreement dated August 14, 2023.

4 25.

5 On or about August 29, 2023, Registration for an Out-of-State Limited Liability
6 Corporation for 2828 Ocean Front DM CA, LLC was filed with the California Secretary of
7 State.

8 26.

9 On or about September 22, 2023, the Colemans, as existing members of 2828
10 Ocean Front DM CA, LLC, assigned their rights in the Redemption and Contribution
11 Agreement dated August 14, 2023, as described above, for the Property to Universal Pacific
12 1031 Exchange to qualify for tax deferred treatment for the "exchange of real property" under
13 Internal Revenue Code section 1031.

14 27.

15 On or about September 27, 2023, JASON signed and submitted commission
16 instructions to the Escrow Company instructing the Escrow Company to pay \$1,400,800.00 in
17 commissions to Barry Estates upon the close of escrow.

18 28.

19 On or about September 28, 2023, JASON signed and submitted commission
20 instructions with Sean's forged signature to the Escrow Company instructing the Escrow
21 Company to pay "commission due to Barry Estates at the close of escrow" in the amount of
22 \$700,400.00 to JASON dba Walking Between Raindrops and \$700,400.00 to LAURA but
23 nothing to Barry Estates.

24 29.

25 On or about September 29, 2023, the Colemans identified 11824 Ellice St.,
26 Malibu, CA 90265 to Universal Pacific 1031 Exchange as a potential replacement property for
27

1 the Property. They also claimed 11824 Ellice St., Malibu, CA 90265 had a fair market value of
2 \$26,500,000.00.

3 30.

4 On or about October 2, 2023, the Colemans filed a Grant Deed with the San
5 Diego County Recorder to transfer the Property to 2828 Ocean Front DM CA, LLC.

6 31.

7 On or about October 3, 2023, LAURA dba Luxury Estates Properties, Inc.
8 issued an invoice to the Colemans charging \$700,400.00 for “[c]onsulting,” and directed any
9 questions to her bookkeeper, J. Kemp.

10 32.

11 On or about October 4, 2023, the Colemans and Ranglases signed a Cancellation
12 of Contract, Disposition of Deposit, and Cancellation of Escrow (C.A.R. Form CC) drafted by
13 JASON to cancel the Purchase Agreement and escrow. However, this document was never
14 filed with the Escrow Company.

15 33.

16 On or about October 4, 2023, escrow closed, and the escrow company disbursed
17 the funds as follows:

18 a. \$700,400.00, which is 2.5 percent of the purchase price, was paid to
19 JASON dba Walking Between Raindrops. Walking Between Raindrops was incorporated with
20 the California Secretary of State or about January 26, 2018. The Statement of Information for
21 Walking Between Raindrops filed by JASON on or about March 10, 2021 states its business is
22 “[r]eal [e]state.” It also names JASON as its chief executive officer, secretary, chief financial
23 officer, and agent for service of process, and identifies no other members or entities.

24 b. \$700,400.00, which is 2.5 percent of the purchase price, was paid to
25 LAURA dba Luxury Estates Properties, Inc. Luxury Estates Properties, Inc. was incorporated
26 with the California Secretary of State or about October 9, 2020. The Statement of Information
27 for Walking Between Raindrops filed by LAURA on or about November 28, 2022 states its

1 business is "PROPERTY SALES." It also names LAURA as its chief executive officer,
2 secretary, chief financial officer, and agent for service of process, and identifies no other
3 members or entities.

4 c. An additional \$850,000.00 was paid to JASON dba Walking Between
5 Raindrops.

6 d. \$10,000.00 was paid to JASON's bookkeeper, Molly Edwards.

7 34.

8 On or about October 4, 2023, the Colemans signed an Assignment of
9 Membership Interest, effective October 4, 2023, withdrawing themselves as members of 2828
10 Ocean Front DM CA, LLC.

11 35.

12 On or about October 5, 2023, a Statement of Information for 2828 Ocean Front
13 DM CA, LLC was filed with the California Secretary of State naming its sole member as "The
14 Ranglas Family Trust U.D.T. dated June 29, 2000."

15 36.

16 JASON and LAURA failed to inform Sean about the real estate transaction as
17 described in paragraphs 17 to 35, above.

18 37.

19 Sometime after the close of escrow on October 4, 2023 but before October 14,
20 2023, Sean discovered the sale of the Property from the Colemans to the Ranglases, and
21 confronted JASON and LAURA about this real estate transaction.

22 38.

23 During the real estate transaction described in paragraphs 17 to 35, above,
24 JASON and LAURA engaged in the business of a real estate broker conducting licensed
25 activities within the meaning of Code section 10131(a) ("[s]ells or offers to sell, buys or offers
26 to buy, solicits prospective sellers or buyers of, solicits or obtains listings of, or negotiates the
27

1 purchase, sale, or exchange of real property or a business opportunity”), but failed to first
2 obtain a broker license and/or be under the supervision of their responsible broker.

3 39.

4 The conduct, acts, and/or omissions of Respondents JASON and LAURA, as set
5 forth in paragraphs 3 to 38, above, are in violation of Code sections 10137 (unlawful
6 compensation), 10176(a) (substantial misrepresentation), 10176(i) (fraud or dishonest dealing),
7 10177(d) (willful disregard or violation of Real Estate Law and Regulations), 10177(g)
8 (negligence or incompetence), and 10177(j) (fraud or dishonest dealing).

9 40.

10 Code section 10106 provides, in pertinent part, that in any order issued in
11 resolution of a disciplinary proceeding before the department, the Commissioner may request
12 the administrative law judge to direct a licensee found to have committed a violation of this
13 part to pay a sum not to exceed the reasonable costs of investigation and enforcement of the
14 case.

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1 WHEREFORE, Complainant prays that a hearing be conducted on the
2 allegations of this Accusation and that upon proof thereof, a decision be rendered imposing
3 disciplinary action against all license(s) and/or license rights under the Real Estate Law (Part 1
4 of Division 4 of the California Business and Professions Code) of Respondents JASON
5 ANDREW BARRY and LAURA ANN BARRY, the cost of investigation and enforcement as
6 permitted by law, and for such other and further relief as may be proper under applicable
7 provisions of law.

8 Dated at San Diego, California: April 23, 2025

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11 _____
12 Veronica Kilpatrick
13 Supervising Special Investigator
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24 cc: Jason Andrew Barry
25 Laura Ann Barry
26 BC&L Holding, Corp.
27 Anne Clare LeBeau McBee
 Veronica Kilpatrick
 Sacto.