

1 Department of Real Estate  
2 P.O. Box 187007  
3 Sacramento, CA 95818-7007

4 Telephone: (916) 576-8700

**FILED**

**JUN 26 2019**

**DEPARTMENT OF REAL ESTATE**  
By B. Nicholas

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7  
8 BEFORE THE DEPARTMENT OF REAL ESTATE  
9 STATE OF CALIFORNIA

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11 In the Matter of the Accusation of

12 LISA MARIE GREGORY,

13 Respondent.

No. H-6763 SAC

STIPULATION AND  
AGREEMENT

14 It is hereby stipulated by and between LISA MARIE GREGORY  
15 (Respondent), represented by Michael Shoff, and the Complainant, acting by and through  
16 Truly Sughrue, Counsel for the Department of Real Estate (Department), as follows for the  
17 purpose of settling and disposing the Accusation filed on December 13, 2018, in this matter:

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

23 2. Respondent has received, read, and understands the Statement to  
24 Respondent, and the Discovery Provisions of the APA filed by the Department in this  
25 proceeding.

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1                   3.       Respondent filed a Notice of Defense pursuant to Section 11505 of the  
2 Government Code for the purpose of requesting a hearing on the allegations in the Accusation.  
3 Respondent hereby freely and voluntarily withdraws said Notice of Defense. Respondent  
4 acknowledges that Respondent understands that by withdrawing said Notice of Defense  
5 Respondent will thereby waive Respondent's rights to require the Real Estate Commissioner  
6 (Commissioner) to prove the allegations in the Accusation at a contested hearing held in  
7 accordance with the provisions of the APA, and that Respondent will waive other rights afforded  
8 to Respondent in connection with the hearing such as the right to present evidence in defense of  
9 the allegations in the Accusation and the right to cross-examine witnesses.

10                   4.       This Stipulation and Agreement is based on the factual allegations  
11 contained in the Accusation. In the interest of expediency and economy, Respondent chooses not  
12 to contest these factual allegations, but to remain silent and understands that, as a result thereof,  
13 these factual statements will serve as a prima facie basis for the "Determination of Issues" and  
14 "Order" set forth below. The Commissioner shall not be required to provide further evidence to  
15 prove such allegations.

16                   5.       This Stipulation and Agreement and Respondent's decision not to contest  
17 the Accusation are made for the purpose of reaching an agreed disposition of this proceeding and  
18 are expressly limited to this proceeding and any other proceeding or case in which the  
19 Department, the state or federal government, an agency of this state, or an agency of another state  
20 is involved.

21                   6.       Respondent understands that by agreeing to this Stipulation and  
22 Agreement, Respondent agrees to pay, pursuant to Section 10148 of the California Business and  
23 Professions Code (Code), the cost of the audit, which resulted in the determination that  
24 Respondent committed the trust fund handling violation(s) found in the Determination of Issues.  
25 The amount of said costs is \$4,339.30.

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1 As to Paragraph 9(b), under Section 10177(d) of the Code in conjunction with  
2 Section 10145 of the Code and Section 2832 of the Regulations; and

3 As to Paragraph 9(c), under Section 10177(d) of the Code in conjunction with  
4 Section 10163 of the Code and Section 2715 of the Regulations.

5 II

6 The acts and omissions of Respondent as described in the Second Cause of  
7 Action in the Accusation are grounds for the suspension or revocation of Respondent's licenses  
8 and license rights under Section 10177(d) of the Code in conjunction with Sections 10085,  
9 10146, and 10145 of the Code and Sections 2970 and 2972 of the Regulations;

10 \* \* \*

11 ORDER

12 I

13 All licenses and licensing rights of Respondent under the Real Estate Law are  
14 suspended for a period of ninety (90) days from the effective date of this Order; provided,  
15 however, that:

16 1) Forty-five (45) days of said suspension shall be stayed, upon the condition that  
17 Respondent petition pursuant to Section 10175.2 of the Code and pays a monetary penalty  
18 pursuant to Section 10175.2 of the Code at a rate of \$50 for each day of the suspension for a total  
19 monetary penalty of \$2,250.

20 a) Said payment shall be in the form of a cashier's check made payable to the  
21 Department of Real Estate. Said check must be delivered to the Department of Real Estate, Flag  
22 Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective date of this  
23 Order.

24 b) No further cause for disciplinary action against the Real Estate licenses of  
25 Respondent occurs within two (2) years from the effective date of the decision in this matter.

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1           c) If Respondent fails to pay the monetary penalty as provided above prior to the  
2 effective date of this Order, the stay of the suspension shall be vacated as to that Respondent and  
3 the order of suspension shall be immediately executed, under this Order, in which event the said  
4 Respondent shall not be entitled to any repayment nor credit, prorated or otherwise, for the  
5 money paid to the Department under the terms of this Order.

6           d) If Respondent pays the monetary penalty and any other moneys due under this  
7 Stipulation and Agreement and if no further cause for disciplinary action against the real estate  
8 license of said Respondent occurs within two (2) years from the effective date of this Order, the  
9 entire stay hereby granted this Order, as to said Respondent only, shall become permanent.

10 2) Forty-five (45) days of said suspension shall be stayed for two (2) years upon the  
11 following terms and conditions:

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

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

19 3) All licenses and licensing rights of Respondent are indefinitely suspended unless  
20 or until Respondent provides proof satisfactory to the Commissioner, of having taken and  
21 successfully completed the continuing education course on trust fund accounting and handling  
22 specified in paragraph (3) of subdivision (a) of Section 10170.5 of the Code. Proof of  
23 satisfaction of these requirements includes evidence that Respondent has successfully completed  
24 the trust fund account and handling continuing education courses, no earlier than 120 days prior  
25 to the effective date of the Decision and Order in this matter. Proof of completion of the trust  
26 fund accounting and handling course 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 or by fax at 916-263-8758, prior to the  
2 effective date of this Decision and Order.

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

8 4) Pursuant to Section 10148 of the Code, Respondent shall pay the sum of  
9 \$4,339.30 for the Commissioner's cost of the audit which led to this disciplinary action.

10 Respondent shall pay such cost within sixty (60) days of receiving an invoice therefore from the  
11 Commissioner. Payment of audit costs should not be made until Respondent receives the  
12 invoice. If Respondent fails to satisfy this condition in a timely manner as provided for herein,  
13 Respondent's real estate license shall automatically be suspended until payment is made in full,  
14 or until a decision providing otherwise is adopted following a hearing held pursuant to this  
15 condition.

16 5) Pursuant to Section 10148 of the Code, Respondent shall pay the Commissioner's  
17 reasonable cost, not to exceed \$5,424.13, for an audit to determine if Respondent has corrected  
18 the violation(s) found in the Determination of Issues. In calculating the amount of the  
19 Commissioner's reasonable cost, the Commissioner may use the estimated average hourly salary  
20 for all persons performing audits of real estate brokers, and shall include an allocation for travel  
21 time to and from the auditor's place of work. Respondent shall pay such cost within sixty (60)  
22 days of receiving an invoice therefore from the Commissioner. Payment of the audit costs should  
23 not be made until Respondent receives the invoice. If Respondent fails to satisfy this condition  
24 in a timely manner as provided for herein, Respondent's real estate license shall automatically be  
25 suspended until payment is made in full, or until a decision providing otherwise is adopted  
26 following a hearing held pursuant to this condition.

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DATED

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TRULY SUGHRUE  
Counsel for Complainant  
\* \* \*

I have read the Stipulation and Agreement, discussed it with my counsel, and its terms are understood by me and are agreeable and acceptable to me. I understand that I am waiving rights given to me by the California Administrative Procedure Act, and I willingly, intelligently and voluntarily waive those rights, including the right of requiring the Commissioner to prove the allegations in the Accusation at a hearing at which I would have the right to cross-examine witnesses against me and to present evidence in defense and mitigation of the charges.

Respondent and Respondent's attorney further agree to send the original signed Stipulation by mail to the following address no later than one (1) week from the date the Stipulation is signed by Respondent and Respondent's attorney: *Department of Real Estate, Legal Section, P.O. Box 137007, Sacramento, California 95813-7007*. Respondent and Respondent's attorney understand and agree that if they fail to return the original signed Stipulation by the due date, Complainant retains the right to set this matter for hearing.

4/29/19  
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DATED

  
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LISA MARIE GREGORY  
Respondent

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

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DATED

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MICHAEL SHOFF  
Attorney for Respondent  
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29-May-19

DATED



TRULY SUGHRUE  
Counsel for Complainant  
\* \* \*

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4/29/19

DATED



LISA MARIE GREGORY  
Respondent

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

4/30/19

DATED



MICHAEL SHOFF  
Attorney for Respondent

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The foregoing Stipulation and Agreement is hereby adopted as my Decision and  
Order and shall become effective at 12 o'clock noon on JUL 17 2019.

IT IS SO ORDERED June 21, 2019.

DANIEL J. SANDRI  
ACTING REAL ESTATE COMMISSIONER

