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Department of Real Estate
P.O. Box 137007
Sacramento, CA 95813-7007
Telephone: (916) 576-8700

FILED

JAN 29 2021

DEPARTMENT OF REAL ESTATE
By *F. Knapp*

BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of)	
REAL ESTATE BROKER SERVICES, INC.,)	No. H-6775 SAC
EDWARD OPOKU LE GRAND SAWYER,)	<u>STIPULATION AND</u>
GIN KAZLA, DOUGLAS JAMES FEECE)	<u>AGREEMENT</u>
and MATHEW PAUL PIRO)	(as to FEECE and PIRO only)
Respondents.)	

It is hereby stipulated by and between DOUGLAS JAMES FEECE (FEECE), and MATHEW PAUL PIRO (PIRO) (collectively referred to as "Respondents"), represented by Frank M. Buda, and the Complainant, acting by and through Richard K. Uno, Counsel for the Department of Real Estate (Department), as follows for the purpose of settling and disposing the Accusation filed on February 5, 2019, in this matter:

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

1 2. Respondents have received, read, and understand the Statement to
2 Respondent, and the Discovery Provisions of the APA filed by the Department in this
3 proceeding.

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

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

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

24 8. It is understood by the parties that the Commissioner may adopt the
25 Stipulation and Agreement as his Decision and Order in this matter thereby imposing the penalty
26 and sanctions on the real estate licenses and license rights of Respondents as set forth in the
27 below "Order". In the event that the Commissioner in his discretion does not adopt the

1 Stipulation and Agreement, it shall be void and of no effect, and Respondents shall retain the
2 right to a hearing and proceeding on the Accusation under all the provisions of the APA and
3 shall not be bound by any admission or waiver made herein.

4 9. The Order or any subsequent Order of the Commissioner made pursuant to
5 this Stipulation and Agreement shall not constitute an estoppel, merger or bar to any further
6 administrative or civil proceedings by the Department with respect to any matters which were
7 not specifically alleged in Accusation H-6775 SAC.

8 * * *

9 DETERMINATION OF ISSUES

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

13 The acts and omissions of Respondents as described in the in the Accusation are
14 grounds for the suspension or revocation of Respondents' licenses and license rights under
15 Section 2731 of Title 10 of the California Code of Regulations (Regulations):

16 * * *

17 ORDER

18 I

19 All licenses and licensing rights of FEECE under the Real Estate Law are
20 suspended for a period of sixty (60) days from the effective date of this Order; provided,
21 however, that:

22 1) Thirty (30) days of said suspension shall be stayed, upon the condition that SELC
23 petition pursuant to Section 10175.2 of the Code and pays a monetary penalty pursuant to
24 Section 10175.2 of the Code at a rate of \$50 for each day of the suspension for a total monetary
25 penalty of \$1,500.

26 a) Said payment shall be in the form of a cashier's check made payable to the
27 Department of Real Estate. Said check must be delivered to the Department of Real Estate,

1 Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective date of
2 this Order.

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

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

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

14 2) Thirty (30) days of said suspension shall be stayed for two (2) years upon the
15 following terms and conditions:

16 a) FEECE shall obey all laws, rules and regulations governing the rights, duties and
17 responsibilities of a real estate licensee in the State of California; and,

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

23 II

24 All licenses and licensing rights of PIRO under the Real Estate Law are
25 suspended for a period of sixty (60) days from the effective date of this Order; provided,
26 however, that:

1) Thirty (30) days of said suspension shall be stayed, upon the condition that PIRO petition pursuant to Section 10175.2 of the Code and pays a monetary penalty pursuant to Section 10175.2 of the Code at a rate of \$50 for each day of the suspension for a total monetary penalty of \$1,500.

a) Said payment shall be in the form of a cashier's check made payable to the Department of Real Estate. Said check 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 Order.

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

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

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

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

a) PIRO 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 Order. Should such a 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

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such determination be made, the stay imposed herein shall become permanent.

DATED

Richard K. Uno
Counsel for Complainant

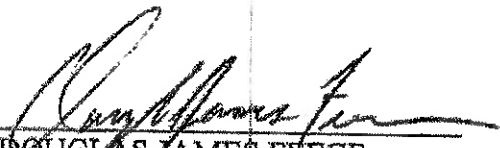
* * *

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.

DATED


9/22/20


DOUGLAS JAMES FEECE
Respondent

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such determination be made, the stay imposed herein shall become permanent.

9/24/20



DATED

Richard K. Uno
Counsel for Complainant

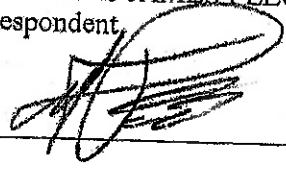
I have read the Stipulation and Agreement, discussed it with my counsel, and its terms are understood by me and are agreeable and acceptable to me. I understand that I am waiving rights given to me by the California Administrative Procedure Act, and I willingly, intelligently and voluntarily waive those 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.

DATED

9/22/20

DOUGLAS JAMES FEECE
Respondent



9/22/20

DATED

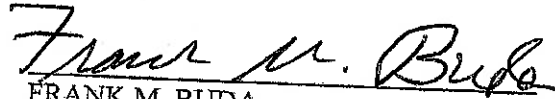


MATHEW PAUL PIRO
Respondent

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

9-22-20

DATED

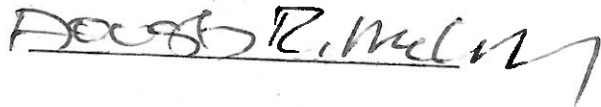


FRANK M. BUDA
Attorney for Respondents

The foregoing Stipulation and Agreement is hereby adopted as my Decision and Order and shall become effective at 12 o'clock noon on FEB 19 2021.

IT IS SO ORDERED 11-19-20

DOUGLAS R. McCAULEY
REAL ESTATE COMMISSIONER



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