

1 DEPARTMENT OF REAL ESTATE  
2 P. O. Box 137007  
3 Sacramento, CA 95813-7007

4 Telephone: (916) 263-8670

FILED

JUN 17 2020

DEPARTMENT OF REAL ESTATE

By *[Signature]*

7 BEFORE THE DEPARTMENT OF REAL ESTATE  
8 STATE OF CALIFORNIA

9 \* \* \*

10 In the Matter of the Accusation of:	)	Case No. H-6861 SAC
	)	
11 KENCO INVESTMENTS INC.	)	<u>STIPULATION AND AGREEMENT</u>
12 and KENNETH ROBERT BOYD	)	<u>IN SETTLEMENT AND ORDER</u>
	)	
13 Respondents.	)	
	)	

15 It is hereby stipulated by and between Respondent KENCO INVESTMENTS  
16 INC. ("KENCO") and KENNETH ROBERT BOYD ("BOYD") (collectively referred to as  
17 "Respondents"), acting by and through Frank M. Buda, counsel for Respondents, and the  
18 Complainant, acting by and through Jason D. Lazark, Counsel for the Department of Real  
19 Estate, as follows for the purpose of settling and disposing of the Accusation filed on December  
20 5, 2019, in this matter:

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

26 2. Respondents have received, read and understand the Statement to  
27 Respondent, the Discovery Provisions of the APA and the Accusation filed by the Department

1 of Real Estate in this proceeding.

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

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

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

21           6. It is understood by the parties that the Real Estate Commissioner may adopt  
22 the Stipulation and Agreement as his Decision in this matter, thereby imposing the penalties  
23 and sanctions on Respondents' real estate licenses and license rights as set forth in the below  
24 "Order." In the event that the Commissioner in his discretion does not adopt the Stipulation  
25 and Agreement, it shall be void and of no effect, and Respondents shall retain the right to a  
26 hearing and proceeding on the Accusation under all the provisions of the APA and shall not be  
27 bound by any admission or waiver made herein.





1 substantially related to BOYD's fitness or capacity as a real estate  
2 licensee; and,

3 (b) The restricted license issued to BOYD shall be suspended prior to hearing  
4 by Order of the Commissioner on evidence satisfactory to the  
5 Commissioner that BOYD has violated provisions of the California Real  
6 Estate Law, the Subdivided Lands Law, Regulations of the Real Estate  
7 Commissioner, or conditions attaching to the restricted license.

8 2. BOYD shall not be eligible to apply for the issuance of an unrestricted real  
9 estate license nor for removal of any of the conditions, limitations or restrictions of a restricted  
10 license until three (3) years have elapsed from the effective date of this Decision. BOYD shall  
11 not be eligible for any unrestricted licenses until all restrictions attaching to the license have been  
12 removed.

13 3. BOYD shall notify the Commissioner in writing within 72 hours of any arrest  
14 by sending a certified letter to the Commissioner at the Department of Real Estate, Legal Section  
15 at Post Office Box 137007, Sacramento, CA 95813-7007. The letter shall set forth the date of  
16 BOYD's arrest, the crime for which BOYD was arrested and the name and address of the  
17 arresting law enforcement agency. BOYD's failure to timely file written notice shall constitute  
18 an independent violation of the terms of the restricted license and shall be grounds for the  
19 suspension or revocation of that license.

20 4. BOYD shall, within nine (9) months from the effective date of this Decision,  
21 present evidence satisfactory to the Commissioner that BOYD has, since the most recent  
22 issuance of an original or renewal real estate license, taken and successfully completed the  
23 continuing education requirements of Article 2.5 of Chapter 3 of the Real Estate Law for renewal  
24 of a real estate license. If BOYD fails to satisfy this condition, the Commissioner shall order the  
25 suspension of the restricted license until the BOYD presents such evidence. The Commissioner  
26 shall afford BOYD the opportunity for hearing pursuant to the APA to present such evidence.  
27 Proof of completion of the continuing education courses must be delivered to the Department of

1 Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013.

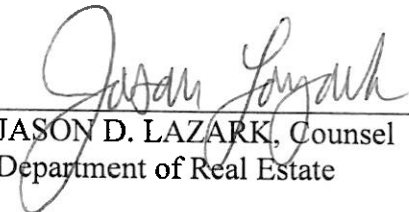
2 5. BOYD shall, within six (6) months from the issuance of the Order, take and  
3 pass the Professional Responsibility Examination administered by the Department, including the  
4 payment of the appropriate examination fee. All licenses and licensing rights of BOYD shall be  
5 indefinitely suspended unless or until BOYD passes the examination.

6 III.

7 All licenses and licensing rights of Respondents, are indefinitely suspended  
8 unless or until Respondents, jointly and severally, pay the sum of \$1,989.02 for the  
9 Commissioner's reasonable cost of the investigation and enforcement which led to this  
10 disciplinary action. Said payment shall be in the form of a cashier's check or certified check  
11 made payable to the Real Estate Fund. The investigative and enforcement costs must be  
12 delivered to the Department of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA  
13 95813-7013, prior to the effective date of this Decision and Order.

14  
15 3-11-2020

16 DATED

17   
18 JASON D. LAZARK, Counsel  
19 Department of Real Estate

20 \* \* \*

21 I have read the Stipulation and Agreement in Settlement and Order, discussed it  
22 with my counsel, and its terms are understood by me and are agreeable and acceptable to me. I  
23 understand that I am waiving rights given to me by the California Administrative Procedure  
24 Act (including but not limited to Sections 11506, 11508, 11509 and 11513 of the Government  
25 Code), and I willingly, intelligently, and voluntarily waive those rights, including the right of  
26 requiring the Commissioner to prove the allegations in the Accusation at a hearing at which I  
27 would have the right to cross-examine witnesses against me and to present evidence in defense  
and mitigation of the charges.

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

March 11, 2020  
DATED

*Kenneth Robert Boyd*  
KENNETH ROBERT BOYD  
Designated Officer and  
Chief Financial Officer for Respondent  
KENCO INVESTMENTS INC.

March 11, 2020  
DATED

*Kenneth Robert Boyd*  
KENNETH ROBERT BOYD  
Respondent

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

3-11-2020  
DATED

*Frank M. Buda*  
FRANK M. BUDA  
Attorney for Respondents  
KENCO INVESTMENTS INC., and  
KENNETH ROBERT BOYD

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The foregoing Stipulation and Agreement is hereby adopted as my Decision in this matter and shall become effective at 12 o'clock noon on JUL 08 2020

IT IS SO ORDERED 4/16/20, 2020.

ACTING REAL ESTATE COMMISSIONER  
*Sandra Knaus*  
SANDRA KNAU