

**FILED**

**FEB 08 2022**

DEPARTMENT OF REAL ESTATE

By           H dew          

1 DEPARTMENT OF REAL ESTATE  
2 P. O. Box 137007  
3 Sacramento, CA 95813-7007  
4  
5 Telephone: (916) 576-8700  
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7  
8 BEFORE THE DEPARTMENT OF REAL ESTATE  
9 STATE OF CALIFORNIA

10 \* \* \*

11 In the Matter of the Accusation of: ) Case No. H-6982 SAC  
12 )  
13 TRUCKEE RESERVATIONS, INC., BRUCE ) STIPULATION AND AGREEMENT  
14 W. WATKINS and SUSAN EWRY, ) IN SETTLEMENT AND ORDER  
15 Respondents. )  
16 )

17 It is hereby stipulated by and between Respondents TRUCKEE  
18 RESERVATIONS, INC. ("TRI"), BRUCE W. WATKINS ("WATKINS"), and SUSAN EWRY  
19 ("EWRY"), (collectively "Respondents"), acting by and through Mary E. Work, Counsel for  
20 Respondents, and the Complainant, acting by and through Adriana Z. Badilas, Counsel for the  
21 Department of Real Estate ("Department"), as follows for the purpose of settling and disposing  
22 of the Accusation filed on July 1, 2020, in this matter:

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

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

1                   3. On July 15, 2020, Respondents filed Notices of Defense pursuant to Section  
2 11505 of the Government Code for the purpose of requesting a hearing on the allegations made  
3 in the Accusation. Respondents hereby freely and voluntarily withdraw said Notices of  
4 Defense. Respondents acknowledge that they understand that by withdrawing said Notices of  
5 Defense they will thereby waive their rights to require the Commissioner to prove the  
6 allegations in the Accusation at a contested hearing held in accordance with the provisions of  
7 the APA and that they will waive other rights afforded to them in connection with the hearing  
8 such as the right to present evidence in defense of the allegations in the Accusation and the  
9 right to cross-examine witnesses.

10                   4. Respondents, pursuant to the limitations set forth below, hereby admit that  
11 the factual allegations or findings of fact as set forth in the Accusation filed in this proceeding  
12 are true and correct and the Real Estate Commissioner shall not be required to provide further  
13 evidence of such allegations.

14                   5. This Stipulation and Agreement is made for the purpose of reaching an  
15 agreed disposition of this proceeding and is expressly limited to this proceeding and any other  
16 proceeding or case in which the Department, the state or federal government, any agency of  
17 this state, or an agency of another state is involved.

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

25                   7. The Order or any subsequent Order of the Real Estate Commissioner made  
26 pursuant to this Stipulation and Agreement shall not constitute an estoppel, merger or bar to  
27 any further administrative or civil proceedings by the Department of Real Estate with respect

1 to any matters which were not specifically alleged to be causes for accusation in this  
2 proceeding.

3 DETERMINATION OF ISSUES

4 By reason of the foregoing stipulations, admissions, and waivers, and solely for  
5 the purpose of settlement of the pending Accusation without further proceedings, it is stipulated  
6 and agreed that the following Determination of Issues shall be made:

7 1. The acts and/or omissions of TRI, as described in the Accusation, are grounds  
8 for the suspension or revocation of the licenses and license rights of TRI under the provisions of  
9 Sections 10130, 10131, 10145, 10176(e), 10177(d), and 10177(g) of the Code, and Sections  
10 2831, 2831.1, 2831.2, 2832, 2832.1, 2834, and 2835 of Title 10, California Code of Regulations  
11 (“Regulations”).

12 2. The acts and/or omissions of WATKINS, as described in the Accusation, are  
13 grounds for the suspension or revocation of the licenses and license rights of WATKINS under  
14 the provisions of Sections 10130, 10131, 10145, 10176(e), 10177(d), 10177(h) and 10177(g) of  
15 the Code, and Sections 2725, 2831, 2831.1, 2831.2, 2832, 2832.1, 2834, and 2835 of the  
16 Regulations.

17 3. The acts and/or omissions of EWRY, as described in the Accusation, are  
18 grounds for the suspension or revocation of the licenses and license rights of EWRY under the  
19 provisions of Sections 10130, 10131, 10177(d), and 10177(g) of the Code.

20 ORDER

21 **I. As to TRI**

22 All licenses and licensing rights of TRI, under the Real Estate Law are suspended  
23 for a period of sixty (120) days from the effective date of this Order; provided, however, that:

24 1. Sixty (60) days of said suspension shall be stayed, upon the condition that TRI  
25 petitions pursuant to Section 10175.2 of the Code and pays a monetary penalty pursuant to  
26 Section 10175.2 of the Code at a rate of \$50 for each day of the suspension for a total monetary  
27 penalty of \$3,000.

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- 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 license of TRI occurs within two (2) years from the effective date of the decision in this matter.
- c) If TRI 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 TRI and the order of suspension shall be immediately executed, under this Order, in which event TRI 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 TRI pays the monetary penalty and any other moneys due under this Stipulation and if no further cause for disciplinary action against the real estate license of TRI occurs within two (2) years from the effective date of this Order, the entire stay hereby granted in this Order shall become permanent.

2. Sixty (60) days of said suspension shall be stayed for two (2) years upon the following terms and conditions:

- a) TRI 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 re-impose all or a portion of the stayed suspension. Should no such

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

2 3. All licenses and licensing rights of TRI, are indefinitely suspended unless or  
3 until TRI, jointly and severally with WATKINS, pay the sum of \$3,978 for the Commissioner's  
4 reasonable cost of the investigation and enforcement which led to this disciplinary action. Said  
5 payment shall be in the form of a cashier's check or certified check made payable to the  
6 Department of Real Estate. The investigative and enforcement costs must be delivered to the  
7 Department of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior  
8 to the effective date of this Order.

9 4. TRI shall, jointly and severally with WATKINS, pay the sum of \$8,803.02  
10 for the Commissioner's cost of the audit which led to this disciplinary action. TRI shall, jointly  
11 and severally with WATKINS, pay such cost within sixty (60) days of receiving an invoice  
12 therefore from the Commissioner. The Commissioner shall indefinitely suspend all licenses  
13 and licensing rights of TRI pending a hearing held in accordance with Section 11500, et seq.,  
14 of the Government Code, if payment is not timely made as provided for herein, or as provided  
15 for in a subsequent agreement between TRI and the Commissioner. The suspension shall  
16 remain in effect until payment is made in full or until TRI enter into an agreement satisfactory  
17 to the Commissioner to provide for payment, or until a decision providing otherwise is adopted  
18 following a hearing held pursuant to this condition.

19 5. TRI shall, jointly and severally with WATKINS, pay the Commissioner's  
20 costs, not to exceed \$11,003.78, of any audit conducted pursuant to Section 10148 of the Code  
21 to determine if TRI has corrected the violations described in the Determination of Issues,  
22 above, and any other violations found in the audit which led to this disciplinary action. In  
23 calculating the amount of the Commissioner's reasonable cost, the Commissioner may use the  
24 estimated average hourly salary for all persons performing audits of real estate brokers, and  
25 shall include an allocation for travel time to and from the auditor's place of work. TRI shall,  
26 jointly and severally with WATKINS, pay such cost within sixty (60) days of receiving an  
27 invoice therefore from the Commissioner detailing the activities performed during the audit

1 and the amount of time spent performing those activities. If TRI fails to, jointly and severally  
2 with WATKINS, pay such cost within the sixty (60) days, the Commissioner shall indefinitely  
3 suspend all licenses and licensing rights of TRI under the Real Estate Law until payment is  
4 made in full or until TRI enters into an agreement satisfactory to the Commissioner to provide  
5 for payment. Upon full payment, the indefinite suspension provided for in this paragraph shall  
6 be stayed.

## 7 II. As to WATKINS

8 All licenses and licensing rights of WATKINS, under the Real Estate Law are  
9 suspended for a period of sixty (120) days from the effective date of this Order; provided,  
10 however, that:

11 1. Sixty (60) days of said suspension shall be stayed, upon the condition that  
12 WATKINS petitions pursuant to Section 10175.2 of the Code and pays a monetary penalty  
13 pursuant to Section 10175.2 of the Code at a rate of \$50 for each day of the suspension for a total  
14 monetary penalty of \$3,000.

15 a) Said payment shall be in the form of a cashier's check made payable to the  
16 Department of Real Estate. Said check must be delivered to the Department  
17 of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-  
18 7013, prior to the effective date of this Order.

19 b) No further cause for disciplinary action against the real estate license of  
20 WATKINS occurs within two (2) years from the effective date of the  
21 decision in this matter.

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

1 d) If WATKINS pays the monetary penalty and any other moneys due  
2 under this Stipulation and if no further cause for disciplinary action  
3 against the real estate license of WATKINS occurs within two (2)  
4 years from the effective date of this Order, the entire stay hereby  
5 granted in this Order shall become permanent.

6 2. Sixty (60) days of said suspension shall be stayed for two (2) years upon  
7 the following terms and conditions:

8 a) WATKINS shall obey all laws, rules and regulations governing the rights,  
9 duties and responsibilities of a real estate licensee in the State of California;  
10 and

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

17 3. WATKINS shall, within six (6) months from the effective date of this Order,  
18 take and pass the Professional Responsibility Examination administered by the Department,  
19 including the payment of the appropriate examination fee. If WATKINS fails to satisfy this  
20 condition, WATKIN's real estate license shall automatically be suspended until WATKINS  
21 passes the examination.

22 4. All licenses and licensing rights of WATKINS are indefinitely suspended  
23 unless or until WATKINS provides proof satisfactory to the Commissioner, of having taken and  
24 successfully completed the continuing education course on trust fund accounting and handling  
25 specified in paragraph (3) of subdivision (a) of Section 10170.5 of the Code. Proof of satisfaction  
26 of these requirements includes evidence that WATKINS has successfully completed the trust  
27 fund accounting and handling continuing education course, no earlier than one hundred twenty

1 (120) days prior to the effective date of the Order in this matter. Proof of completion of the trust  
2 fund accounting and handling course must be delivered to the Department of Real Estate, Flag  
3 Section at P.O. Box 137013, Sacramento, CA 95813-7013 or by fax at 916-263-8785, prior to  
4 the effective date of this Order.

5           5. All licenses and licensing rights of WATKINS, are indefinitely suspended  
6 unless or until WATKINS, jointly and severally with TRI, pay the sum of \$3,978 for the  
7 Commissioner's reasonable cost of the investigation and enforcement which led to this  
8 disciplinary action. Said payment shall be in the form of a cashier's check or certified check  
9 made payable to the Department of Real Estate. The investigative and enforcement costs must be  
10 delivered to the Department of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA  
11 95813-7013, prior to the effective date of this Order.

12           6. WATKINS shall, jointly and severally with TRI, pay the sum of \$8,803.02  
13 for the Commissioner's cost of the audit which led to this disciplinary action. WATKINS shall,  
14 jointly and severally with TRI, pay such cost within sixty (60) days of receiving an invoice  
15 therefore from the Commissioner. The Commissioner shall indefinitely suspend all licenses  
16 and licensing rights of WATKINS pending a hearing held in accordance with Section 11500, et  
17 seq., of the Government Code, if payment is not timely made as provided for herein, or as  
18 provided for in a subsequent agreement between WATKINS and the Commissioner. The  
19 suspension shall remain in effect until payment is made in full or until WATKINS enter into an  
20 agreement satisfactory to the Commissioner to provide for payment, or until a decision  
21 providing otherwise is adopted following a hearing held pursuant to this condition.

22           7. WATKINS shall, jointly and severally with TRI, pay the Commissioner's  
23 costs, not to exceed \$11,003.78, of any audit conducted pursuant to Section 10148 of the Code  
24 to determine if WATKINS has corrected the violations described in the Determination of  
25 Issues, above, and any other violations found in the audit which led to this disciplinary action.  
26 In calculating the amount of the Commissioner's reasonable cost, the Commissioner may use  
27 the estimated average hourly salary for all persons performing audits of real estate brokers, and



1 shall include an allocation for travel time to and from the auditor's place of work. WATKINS  
2 shall, jointly and severally with TRI, pay such cost within sixty (60) days of receiving an  
3 invoice therefore from the Commissioner detailing the activities performed during the audit  
4 and the amount of time spent performing those activities. If WATKINS fails to, jointly and  
5 severally with TRI, pay such cost within the sixty (60) days, the Commissioner shall  
6 indefinitely suspend all licenses and licensing rights of WATKINS under the Real Estate Law  
7 until payment is made in full or until WATKINS enters into an agreement satisfactory to the  
8 Commissioner to provide for payment. Upon full payment, the indefinite suspension provided  
9 for in this paragraph shall be stayed.

### 10 III. As to EWR Y

11 All licenses and licensing rights of EWR Y, under the Real Estate Law are  
12 suspended for a period of thirty (30) days from the effective date of this Order; provided,  
13 however, that:

14 1. Thirty (30) days of said suspension shall be stayed, upon the condition that  
15 EWR Y petitions pursuant to Section 10175.2 of the Code and pays a monetary penalty pursuant  
16 to Section 10175.2 of the Code at a rate of \$75 for each day of the suspension for a total  
17 monetary penalty of \$2,250.

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

22 b) If EWR Y fails to pay the monetary penalty as provided above prior to the  
23 effective date of this Order, the stay of the suspension shall be vacated as to  
24 EWR Y and the order of suspension shall be immediately executed, under this  
25 Order, in which event EWR Y shall not be entitled to any repayment nor  
26 credit, prorated or otherwise, for the money paid to the Department under the  
27 terms of this Order.



1 Respondents and Respondents' attorney understand and agree that if they fail to  
2 return the original signed Stipulation and Agreement by the due date, Complainant retains the  
3 right to set this matter for hearing.

4  
5 11/3/2021  
6 DATED

B-Wat  
BRUCE W. WATKINS  
Designated Officer for Respondent  
TRUCKEE RESERVATIONS, INC.

7  
8 11/3/2021  
9 DATED

B-Wat  
BRUCE W. WATKINS  
Respondent

10  
11  
12 DATED

SUSAN EWRY  
Respondent

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14 \* \* \*

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

17  
18 11/3/2021  
19 DATED

MARY E. WORK  
Attorney for Respondents

20  
21 \* \* \*

22 The foregoing Stipulation and Agreement is hereby adopted as my Decision in  
23 this matter and shall become effective at 12 o'clock noon on \_\_\_\_\_.

24 IT IS SO ORDERED \_\_\_\_\_, 2021.

25 REAL ESTATE COMMISSIONER

26  
27 DOUGLAS R. McCAULEY

1 Respondents and Respondents' attorney understand and agree that if they fail to  
2 return the original signed Stipulation and Agreement by the due date, Complainant retains the  
3 right to set this matter for hearing.  
4

5  
6 DATED

BRUCE W. WATKINS  
Designated Officer for Respondent  
TRUCKEE RESERVATIONS, INC.

7  
8  
9 DATED

BRUCE W. WATKINS  
Respondent

10  
11 11/3/2021  
12 DATED

  
SUSAN EWRY  
Respondent

13  
14 \* \* \*

15 *I have reviewed the Stipulation and Agreement as to form and content and*  
16 *have advised my client accordingly.*  
17

18  
19 11/3/2021  
20 DATED

  
MARY E. WORK  
Attorney for Respondents

21 \* \* \*

22 The foregoing Stipulation and Agreement is hereby adopted as my Decision in  
23 this matter and shall become effective at 12 o'clock noon on MAR 01 2022.

24 IT IS SO ORDERED 1.21.22, 2021.

25 REAL ESTATE COMMISSIONER

26  
27   
DOUGLAS R. McCAULEY