

1 Department of Real Estate  
2 P.O. Box 137007  
3 Sacramento, CA 95813-7007  
4 Telephone: (916) 576-8700  
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**FILED**  
SEP 22 2022  
DEPARTMENT OF REAL ESTATE  
By J. Taggart

9 BEFORE THE DEPARTMENT OF REAL ESTATE  
10 STATE OF CALIFORNIA

11 \* \* \*

12 In the Matter of the Accusation of )  
13 WILLIAM EDWARD GEORGE, )  
14 Respondent. ) No. H-7034 SAC  
15 ) STIPULATION AND  
16 ) AGREEMENT

17 It is hereby stipulated by and between WILLIAM EDWARD GEORGE  
18 (GEORGE) and the Complainant, acting by and through Richard Uno, Counsel for the  
19 Department of Real Estate (Department), as follows for the purpose of settling and disposing the  
20 Accusation filed on April 28, 2022, in this matter:

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

26 2. Respondent has received, read, and understand the Statement to  
27 Respondent, and the Discovery Provisions of the APA filed by the Department in this  
proceeding.

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 choose not  
12 to contest these factual allegations, but to remain silent and understand 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 is involved.

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



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

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

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

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

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

18 a) GEORGE shall obey all laws, rules and regulations governing the rights, duties  
19 and responsibilities of a real estate licensee in the State of California; and,

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

25 3) All licenses and licensing rights of GEORGE are indefinitely suspended unless  
26 or until GEORGE pays the sum of \$2,309.65 for the Commissioner's reasonable cost of the  
27 investigation which led to this disciplinary action. Said payment shall be in the form of a

1 cashier's check made payable to the Department of Real Estate. The investigative and  
2 enforcement costs must be delivered to the Department of Real Estate, Flag Section at P.O. Box  
3 137013, Sacramento, CA 95813-7013, prior to the effective date of this Decision and Order.

4  
5 8/19/22

6 RICHARD UNO

6 DATED

6 RICHARD UNO

6 Counsel for Complainant

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8 \* \* \*

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

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

21  
22 8/19/22

23 WILLIAM EDWARD GEORGE

24 DATED

24 WILLIAM EDWARD GEORGE

24 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 OCT 12 2022.

IT IS SO ORDERED 9.12.22.

DOUGLAS R. McCAULEY  
REAL ESTATE COMMISSIONER

