

1 DEPARTMENT OF REAL ESTATE
2 P. O. Box 187007
3 Sacramento, CA 95818-7007
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FILED

JUL 13 2010

DEPARTMENT OF REAL ESTATE

By K. Contreras

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

11 * * *

12 In the Matter of the Accusation of)
13)
14 TENANTFINDERS, INC.,)
15 a Corporation, and)
16 CASEY WALSH MOORE,)
Respondents.)

NO. H-10820 SF

STIPULATION AND AGREEMENT
IN SETTLEMENT
AND ORDER

17 It is hereby stipulated by and between Respondents TENANTFINDERS, INC.
18 (herein "TI"), and CASEY WALSH MOORE (herein "MOORE") (herein jointly
19 "Respondents"), individually and jointly, and the Complainant, acting by and through Mary F.
20 Clarke, Counsel for the Department of Real Estate (herein "the Department"), as follows for the
21 purpose of settling and disposing of the Accusation filed on December 10, 2009 in this matter
22 (herein "the Accusation"):

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 hearing
25 was to be held in accordance with the provisions of the Administrative Procedure Act (APA),
26 shall instead and in place thereof be submitted solely on the basis of the provisions of this
27 Stipulation and Agreement in Settlement.

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

4 3. Notices of Defense were filed on December 30, 2009 by Respondents,
5 pursuant to Section 11505 of the Government Code for the purpose of requesting a hearing on
6 the allegations in the Accusation. Respondents hereby freely and voluntarily withdraw said
7 Notices of Defense. Respondents acknowledge that they understand that by withdrawing said
8 Notices of Defense they will thereby waive their right to require the Commissioner to prove the
9 allegations in the Accusation at a contested hearing held in accordance with the provisions of the
10 APA and that they will waive other rights afforded to them in connection with the hearing such
11 as the right to present evidence in defense of the allegations in the Accusation and the right to
12 cross-examine witnesses.

13 4. Respondents, pursuant to the limitations set forth below, hereby admit that the
14 factual allegations pertaining to them in the Accusation filed in this proceeding are true and
15 correct and the Real Estate Commissioner shall not be required to provide further evidence of
16 such allegations.

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

24 6. The Order or any subsequent Order of the Real Estate Commissioner made
25 pursuant to this Stipulation and Agreement in Settlement shall not constitute an estoppel, merger
26 or bar to any further administrative or civil proceedings by the Department with respect to any
27 matters which were not specifically alleged to be causes for accusation in this proceeding.

7. Respondents understand that by agreeing to this Stipulation and Agreement, Respondents jointly and severally agree to pay, pursuant to Section 10148 of the California Business and Professions Code (herein "the Code"), the cost of the audit which resulted in the determination that Respondents committed the violations found in Paragraph I, below, of the Determination of Issues. The amount of said cost is \$5,279.80.

8. Respondents further understand that by agreeing to this Stipulation and Agreement in Settlement, the findings set forth below in the Determination of Issues become final, and that the Commissioner may charge said Respondents, jointly and severally, for the costs of any audit conducted pursuant to Section 10148 of the Code to determine if the violations found in Paragraph I, below, of the Determination of Issues have been corrected. The maximum costs of said audit shall not exceed \$5,279.80.

DETERMINATION OF ISSUES

I

The acts and omissions of Respondents as described in the Accusation are grounds for the suspension or revocation of the licenses and license rights of Respondents under the following provisions of the Code and/or Chapter 6, Title 10, California Code of Regulations (herein "the Regulations"):

- (a) as to Paragraph 9(a) and Respondent TI under Section 10145 of the Code and 2832.1 of the Regulations in conjunction with Section 10177(d) of the Code;
- (b) as to Paragraph 9(b) and Respondent TI under Section 2834 of the Regulation in conjunction 10177(d) and;
- (c) as to Paragraph 10 and Respondent MOORE under Sections 10159.2 in conjunction with 10177(d), and 10177 (g) and/or (h) of the Code.

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1 Paragraph I of the Determination of Issues, above. In calculating the amount of the
2 Commissioner's reasonable cost, the Commissioner may use the estimated average hourly salary
3 for all persons performing audits of real estate brokers, and shall include an allocation for travel
4 time to and from the auditor's place of work. Respondents shall pay such cost within 60 days of
5 receiving an invoice therefore from the Commissioner detailing the activities performed during
6 the audit and the amount of time spent performing those activities. If Respondents fail to pay
7 such cost within the 60 days, the Commissioner may in his discretion indefinitely suspend all
8 license and licensing rights of Respondent TI under the Real Estate Law until payment is made
9 in full or until Respondent TI enters into an agreement satisfactory to the Commissioner to
10 provide for payment. Upon payment in full, the indefinite suspension provided in this paragraph
11 shall be stayed.

12 II

13 All licenses and licensing rights of Respondent MOORE under the Real Estate
14 Law are revoked; provided, however, a restricted real estate broker license shall be issued to
15 Respondent MOORE pursuant to Section 10156.5 of the Code if, within 90 days from the
16 effective date of the Decision entered pursuant to this Order, Respondent MOORE, prior to and
17 as a condition of the issuance of said restricted license makes application for the restricted
18 license and pays to the Department the appropriate fee therefor.

19 The restricted license issued to Respondent MOORE shall be subject to all of
20 the provisions of Section 10156.7 of the Code and to the following limitations, conditions, and
21 restrictions imposed under authority of Section 10156.6 of that Code:

22 1. The restricted license issued to Respondent MOORE may be suspended prior
23 to hearing by Order of the Commissioner in the event of Respondent MOORE's conviction or
24 plea of nolo contendere to a crime which is substantially related to Respondent MOORE's fitness
25 or capacity as a real estate licensee.

26 2. The restricted license issued to Respondent MOORE may be suspended prior
27 to hearing by Order of the Commissioner on evidence satisfactory to the Commissioner that

1 Respondent MOORE has violated provisions of the California Real Estate Law, the Subdivided
2 Lands Law, Regulations of the Real Estate Commissioner, or conditions attaching to the
3 restricted license.

4 3. Respondent MOORE shall not be eligible to apply for the issuance of an
5 unrestricted real estate license or for the removal of any of the conditions, limitations, or
6 restrictions of a restricted license until two (2) years have elapsed from the effective date of this
7 Order.

8 4. Respondent MOORE shall, within nine (9) months from the effective date of
9 the Order, present evidence satisfactory to the Commissioner that Respondent MOORE has,
10 since the most recent issuance of an original or renewal real estate license, taken and successfully
11 completed the continuing education requirements of Article 2.5 of Chapter 3 of the Real Estate
12 Law for renewal of a real estate license. If Respondent MOORE fails to satisfy this condition, the
13 Commissioner may order the suspension of the restricted license until Respondent MOORE
14 presents such evidence. The Commissioner shall afford Respondent MOORE the opportunity for a
15 hearing pursuant to the APA to present such evidence.

16 5. Respondent MOORE shall, within 30 days from the effective date of the
17 Order, present evidence satisfactory to the Commissioner that Respondent MOORE has taken
18 and successfully completed the continuing education course on trust fund accounting and
19 handling specified in subdivision (a) of Section 10170.5 of the Code.

20 6. Respondents MOORE and TI understand that by agreeing to this Stipulation
21 and Agreement, Respondents jointly and severally agree to pay, pursuant to Section 10148 of the
22 Code, the cost of the audit which resulted in the determination that Respondents committed the
23 violations found in Paragraph I, above, of the Determination of Issues. The amount of said costs
24 is \$5,279.80.

25 7. Respondents MOORE and TI, jointly and severally, shall pay the
26 Commissioner's costs, not to exceed \$5,279.80, of any audit conducted pursuant to Section 10148
27 of the Code to determine if Respondents have corrected the violations described in Paragraph I of

1 the Determination of Issues, above. In calculating the amount of the Commissioner's reasonable
2 cost, the Commissioner may use the estimated average hourly salary for all persons performing
3 audits of real estate brokers, and shall include an allocation for travel time to and from the
4 auditor's place of work. Respondents shall pay such cost within 60 days of receiving an invoice
5 therefore from the Commissioner detailing the activities performed during the audit and the
6 amount of time spent performing those activities. If Respondents fail to pay such cost within the
7 60 days, the Commissioner may in his discretion indefinitely suspend all license and licensing
8 rights of Respondent MOORE under the Real Estate Law until payment is made in full or until
9 Respondent MOORE enters into an agreement satisfactory to the Commissioner to provide for
10 payment. Upon payment in full, the indefinite suspension provided in this paragraph shall be
11 stayed.

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13 5-28-10

14 DATED

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MAY F. CLARKE, Counsel
DEPARTMENT OF REAL ESTATE

16 I have read the Stipulation and Agreement and its terms are understood by me and
17 are agreeable and acceptable to me. I understand that I am waiving rights given to me by the
18 California Administrative Procedure Act (including but not limited to Sections 11506, 11508,
19 11509, and 11513 of the Government Code), and I willingly, intelligently, and voluntarily waive
20 those rights, including the right of requiring the Commissioner to prove the allegations in the
21 Accusation at a hearing at which I would have the right to cross-examine witnesses against me
22 and to present evidence in defense and mitigation of the charges.

23 TENANTFINDERS, INC.,
24 Respondent

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26 6/1/10

27 DATED

By:

CASEY WALSH MOORE
Designated Officer - Broker

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DATED



CASEY WALSH MOORE

Respondent

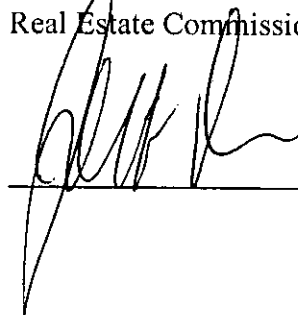
The foregoing Stipulation and Agreement in Settlement and Order is hereby
adopted by me as my Decision in this matter and shall become effective at 12 o'clock noon
on August 2, 2010.

IT IS SO ORDERED

717-2850

JEFF DAVI

Real Estate Commissioner



1 MARY F. CLARKE, Counsel (SBN 186744)

2 Department of Real Estate

3 P. O. Box 187007

4 Sacramento, CA 95818-7007

5 Telephone: (916) 227-0789

6 -or- (916) 227-0780 (Direct)

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DEC 10 2009

DEPARTMENT OF REAL ESTATE

By K. Contreras

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

11 * * *

12 In the Matter of the Accusation of)

13 TENANTFINDERS INCORPORATED,)

14 a Corporation, and,)

15 CASEY WALSH MOORE,)

16 Respondents.)

No. H-10820 SF

ACCUSATION

17
18 The Complainant, E. J. HABERER, II, a Deputy Real Estate Commissioner of the
19 State of California, for cause of Accusation against TENANTFINDERS INCORPORATED, a
20 Corporation (herein "TI"), and CASEY WALSH MOORE (herein "MOORE"), is informed and
21 alleges as follows:

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23 The Complainant makes this Accusation in his official capacity.

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25 At all times herein mentioned, TI and MOORE (herein "Respondents") were and
26 now are licensed and/or have license rights under the Real Estate Law (Part 1 of Division 4 of
27 the Business and Professions Code) (herein "the Code").

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At all times herein mentioned TI was and now is licensed by the State of California Department of Real Estate (herein "the Department") as a corporate real estate broker by and through MOORE as designated officer-broker of TI to qualify said corporation and to act for said corporation as a real estate broker.

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At all times herein mentioned, MOORE was and now is licensed by the Department as a real estate broker, individually and as designated officer-broker of TI. As said designated officer-broker, MOORE was at all times mentioned herein responsible pursuant to Section 10159.2 of the Code for the supervision of the activities of the officers, agents, real estate licensees, and employees of TI for which a license is required.

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Whenever reference is made in an allegation in this Accusation to an act of omission of TI, such allegation shall be deemed to mean that the officers, directors, employees, agents and/or real estate licensees employed by or associated with TI committed such act or omission while engaged in the furtherance of the business or operations of such corporate Respondent and while acting within the course and scope of their authority and employment.

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At all times herein mentioned Respondents engaged in the business of, acted in the capacity of, advertised, or assumed to act as real estate brokers within the State of California within the meaning of Sections 10131(b) of the Code, including the operation and conduct of a property management business with the public wherein, on behalf of others, for compensation or in expectation of compensation, Respondent leased or rented and offered to lease or rent, and placed for rent, and solicited listings of places for rent, and solicited for prospective tenants of real property or improvements thereon, and collected rents from real property or improvements thereon.

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In so acting as a real estate broker, as described in Paragraph 6 above, Respondents accepted or received funds in trust (herein "trust funds") from or on behalf of owners, tenants, and others in connection with the leasing, renting, and collection of rents on real property or improvements thereon, as alleged herein, and thereafter from time to time made disbursements of said funds.

The aforesaid trust funds accepted or received by Respondents were deposited or caused to be deposited by Respondents into "Tenantfinders, Inc. Trust Account," account number 904-21551887 (Trust #1), a trust fund account at the Portland, Oregon branch of Wells Fargo Bank, maintained by Respondents for the handling of trust funds.

Between about January 1, 2008 and about February 27, 2009, in connection with the collection and disbursement of said trust funds, Respondent TI:

- (a) caused, suffered or permitted the balance of funds in Trust #1 to be reduced to \$7,446.93 on November 28, 2008, which was less than the liability of Respondent TI to all owners of such funds without first obtaining the written consent of each and every owner of such funds in violation of Section 10145 (trust fund handling) of the Code and Section 2832.1 (shortage) of Chapter 6, Title 10, California Code of Regulations (herein "the Regulations"), and,
- (b) authorized Ronda Cuddeback to be an unlicensed and unbonded signor on the trust account in violation of Section 2834 (unlicensed signatory) of the Regulations.

At all times mentioned herein, MOORE failed to exercise reasonable supervision over the acts of TI and its agents and employees in such a manner as to allow the acts and

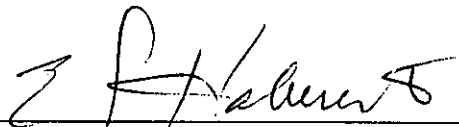
1 omissions on the part of TI, described above, to occur in violation of Section 10159.2 (broker
2 supervision), 10177(g) (negligence), and/or 10177(h) (broker supervision) of the Code.

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4 The facts alleged above are grounds for the suspension or revocation of the
5 licenses and license rights of Respondents under the following provisions of the Code and/or the
6 Regulations:

- 7 (a) as to Paragraph 9(a) and TI under Section 10145 of the Code and
8 2832.1 of the Regulations in conjunction with Section 10177(d) of
9 the Code;
10 (b) as to Paragraph 9(b) and TI under Section 2834 of the Regulations in
11 conjunction 10177(d); and,
12 (c) as to Paragraph 10 and MOORE under Section 10159.2 in
13 conjunction with 10177(d), (g) and/or (h) of the Code.

14 WHEREFORE, Complainant prays that a hearing be conducted on the allegations
15 of this Accusation and that upon proof thereof a decision be rendered imposing disciplinary
16 action against all licenses and license rights of Respondents under the Real Estate Law (Part 1 of
17 Division 4 of the Business and Professions Code) and for such other and further relief as may be
18 proper under other applicable provisions of law.

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22 
23 E.J. HABERER, II
24 Deputy Real Estate Commissioner
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26 Dated at Oakland, California

27 this 30th day of November, 2009.