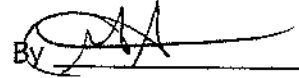


FILED

August 6, 2012

DEPARTMENT OF REAL ESTATE
P. O. Box 187007
Sacramento, CA 95818-7007
Telephone: (916) 227-0789

DEPARTMENT OF REAL ESTATE

By 

BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of)	DRE No. H-11357 SF
)	
TENANTFINDERS INCORPORATED)	<u>STIPULATION AND AGREEMENT</u>
and CASEY WALSH MOORE,)	<u>IN SETTLEMENT AND ORDER</u>
)	
Respondents.)	
_____)	

It is hereby stipulated by and between TENANTFINDERS INCORPORATED (TI or Respondent), and its attorney, Sean Absher, 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 of the Accusation *as to TI only*, filed on April 12, 2012, in this matter:

1. All issues which were to be contested and all evidence which was to be presented by Complainant and Respondent 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 In Settlement and Order.

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

4 3. On June 5, 2012, TI filed a Notice of Defense pursuant to Section 11505 of
5 the Government Code for the purpose of requesting a hearing on the allegations in the
6 Accusation. Respondent hereby freely and voluntarily withdraws said Notice of Defense.
7 Respondent acknowledges that it understands that by withdrawing said Notice of Defense it will
8 thereby waive its right to require the Real Estate Commissioner (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 it will waive other rights afforded to it in connection with the hearing such as the
11 right to present evidence in defense of the allegations in the Accusation and the right to cross-
12 examine witnesses.

13 4. Respondent, pursuant to the limitations set forth below, hereby admits that
14 the factual allegations or findings of fact as set forth in the Accusation filed in this proceeding are
15 true and correct and the Commissioner shall not be required to provide further evidence of such
16 allegations.

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

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

7. Respondent understands that by agreeing to this Stipulation and Agreement In Settlement and Order, Respondent agrees to pay, pursuant to Section 10148 of the Business and Professions Code (Code), the cost of the audit which led to this disciplinary action. The amount of said cost is \$2,300.95.

8. Respondent has received, read and understand the "Notice Concerning Costs of Subsequent Audits". Respondents understand that by agreeing to this Stipulation and Agreement in Settlement and Order, the findings set forth below in the DETERMINATION OF ISSUES become final, and that the Commissioner may charge Respondent for the cost of any audit conducted pursuant to Section 10148 of the Code to determine if the violations have been corrected. The maximum costs of said audit will not exceed \$2,300.95.

9. Respondent understands that by agreeing to this Stipulation and Agreement In Settlement and Order, Respondent agrees to pay, pursuant to Section 10106 of the Business and Professions Code, the cost of the investigation and attorneys fees related to this disciplinary action. The amount of said cost is \$629.62.

DETERMINATION OF ISSUES

By reason of the foregoing stipulations, admissions and waivers, and solely for the purpose of settlement of the pending Accusation without a hearing, it is stipulated and agreed that the acts and/or omissions of Respondents, as described in the Accusation, constitute grounds for the suspension or revocation of the licenses and license rights of Respondent TI under the provisions of Sections 2726 and 2832 of Title 10, California Code of Regulations (Regulations), and Sections 10145, 10177(d) and 10177(g) of the Code.

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1 entire stay hereby granted in this Order, as to said Respondent only,
2 shall become permanent.

3 2. Forty-five (45) days of said suspension shall be stayed for on (1) year
4 upon the following terms and conditions:

5 a) Respondent shall obey all laws, rules and regulations governing
6 the rights, duties and responsibilities of a real estate licensee in the
7 State of California; and,

8 b) That no final subsequent determination be made, after hearing or
9 upon stipulation, that cause for disciplinary action occurred within
10 one (1) year from the effective date of this Order. Should such a
11 determination be made, the Commissioner may, in his discretion,
12 vacate and set aside the stay order and reimpose all or a portion of
13 the stayed suspension. Should no such determination be made, the
14 stay imposed herein shall become permanent.

15 B. Respondent shall pay the sum of \$2,300.95 for the Commissioner's cost of
16 the audit which led to this disciplinary action. Respondent shall pay such cost within sixty (60)
17 days of receiving an invoice therefore from the Commissioner. The Commissioner may
18 indefinitely suspend all licenses and licensing right of Respondent pending a hearing held in
19 accordance with Section 11500, et seq., of the Government Code, if payment is not timely
20 made as provided for herein, or as provided for in a subsequent agreement between Respondent
21 and the Commissioner. The suspension shall remain in effect until payment is made in full or
22 until Respondent enters into an agreement satisfactory to the Commissioner to provide for
23 payment, or until a decision providing otherwise is adopted following a hearing held pursuant
24 to this condition.

25 C. Respondent shall pay the Commissioner's costs, not to exceed \$2,300.95,
26 of any audit conducted pursuant to Section 10148 of the Code to determine if Respondent has
27 corrected the violations described in the Determination of Issues, above, and any other

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

12 D. All license and licensing rights of Respondents are indefinitely suspended
13 unless or until Respondent pays the sum of \$629.62 for the Commissioner's reasonable cost of
14 the investigation and enforcement which led to this disciplinary action. Said payment shall be in
15 the form of a cashier's check or certified check made payable to the Real Estate Fund.

16
17 7/23/12

18 DATED

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17 

18 RICHARD K. UNO, Counsel III
19 DEPARTMENT OF REAL ESTATE

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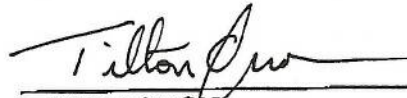
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26 * * *

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

7-19-12

DATED



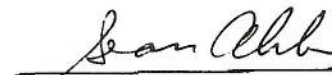
TILTON QUON

Designated Broker Officer for Respondent
TENANTFINDERS INCORPORATED

13 I have reviewed this Stipulation and Agreement as to form and content and have
14 advised my client accordingly.

7-19-12

DATED



SEAN ABSHER

Attorney for Respondent
TENANTFINDERS INCORPORATED

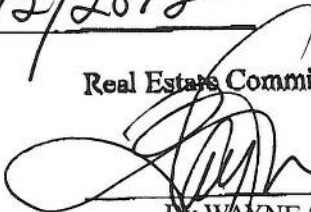
19 The foregoing Stipulation and Agreement is hereby adopted by the Real Estate
20 Commissioner as his Decision and Order and shall become effective at 12 o'clock noon on

AUG 27 2012

IT IS SO ORDERED

8/2/2012

Real Estate Commissioner


By WAYNE S. BELL
Chief Counsel