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FILED

OCT 08 2018

DEPARTMENT OF REAL ESTATE
By B. Nicholas

BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

In the Matter of the Accusation of:)
)
) ROBERT HAROLD REICHERT and)
) RICK YU,)
) Respondents)

NO. H-12120 SF
STIPULATION AND AGREEMENT
IN SETTLEMENT AND ORDER

It is hereby stipulated by and between ROBERT HAROLD REICHERT (“REICHERT”), RICK YU (“YU”), acting by and through Adam L. Pedersen, counsel for both REICHERT and YU, and the Complainant, acting by and through Jason D. Lazark, Counsel for the Department of Real Estate (the “Department”), as follows for the purpose of settling and disposing of the Accusation filed on November 20, 2017, in this matter:

1. All issues which were to be contested and all evidence which was to be presented by Complainant, REICHERT and YU 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 (“Stipulation and Agreement”).

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

4 3. On or about December 21, 2017, REICHERT and YU filed a joint Notice of
5 Defense pursuant to Section 11505 of the Government Code for the purpose of requesting a
6 hearing on the allegations in the Accusation. REICHERT and YU hereby freely and voluntarily
7 withdraw said Notice of Defense. REICHERT and YU acknowledge that REICHERT and YU
8 will thereby waive their rights to require the Real Estate Commissioner (the "Commissioner") to
9 prove the allegations in the Accusation at a contested hearing held in accordance with the
10 provisions of the APA and that REICHERT and YU will waive other rights afforded to them
11 in connection with the hearing such as the right to present evidence in defense of the allegations
12 in the Accusation and the right to cross-examine witnesses.

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

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

24 6. It is understood by the parties that the Commissioner may adopt the
25 Stipulation and Agreement as his Decision and Order in this matter thereby imposing the penalty
26 and sanctions on the real estate licenses and license rights of REICHERT and YU as set forth in
27 the below Decision and Order. In the event that the Commissioner in his discretion does not

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

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

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

13 3. Upon the issuance of a restricted license to REICHERT, all licenses and
14 licensing rights of REICHERT under the Real Estate Law are suspended for a period of thirty
15 (30) days.

16 4. REICHERT shall submit with any application for license under an employing
17 broker, or any application for transfer to a new employing broker, a statement signed by the
18 prospective employing real estate broker on a form approved by the Department of Real Estate
19 which shall certify:

20 (a) That the employing broker has read the Decision of the
21 Commissioner which granted the right to a restricted license; and

22 (b) That the employing broker will exercise close supervision over
23 the performance by the restricted licensee relating to activities
24 for which a real estate license is required.

25 5. REICHERT shall, within nine (9) months from the effective date of this
26 Decision and Order, present evidence satisfactory to the Commissioner that REICHERT has,
27 since the most recent issuance of an original or renewal real estate license, taken and successfully

1 completed the continuing education requirements of Article 2.5 of Chapter 3 of the Real Estate
2 Law for renewal of a real estate license. If REICHERT fails to satisfy this condition,
3 REICHERT's restricted real estate license shall automatically be suspended until REICHERT
4 presents such evidence to the Commissioner. Proof of completion of the continuing education
5 courses must be delivered to the Department of Real Estate, Flag Section, P.O. Box 137013,
6 Sacramento, CA 95813-7013 or by fax at 916-263-8785 prior to the effective date of this
7 Decision and Order.

8 6. REICHERT shall, within six (6) months from the effective date of this
9 Decision and Order, take and pass the Professional Responsibility Examination administered by
10 the Department including the payment of the appropriate examination fee. If REICHERT fails to
11 satisfy this condition, REICHERT's restricted real estate license shall automatically be
12 suspended until Respondent passes the examination.

13 7. All licenses and licensing rights of REICHERT are indefinitely suspended
14 unless or until REICHERT pays the sum of \$8,497.95 representing the Commissioner's
15 reasonable costs of the investigation and enforcement which led to this disciplinary action. Said
16 payment shall be in the form of a cashier's check made payable to the Department of Real Estate.
17 Said check must be received by the Department prior to the effective date of the Decision and
18 Order in this matter at the Department of Real Estate, Flag Section, Post Office Box 137013,
19 Sacramento, CA 95813-7013.

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II. As to YU

YU's petition for the voluntary surrender of his real estate salesperson license is
accepted as of the effective date of this Decision Order, as set forth below, based upon the
understanding and agreement expressed in YU's Declaration incorporated herein as part of this
Stipulation and Agreement. YU's license certificates, pocket cards and any branch office license
certificates shall be sent to the below listed address so that they reach the Department on or
before the effective date of this Order:

DEPARTMENT OF REAL ESTATE
Attn: Licensing Flag Section
P. O. Box 137013
Sacramento, CA 95815-7013

7/19/18
DATED

Jason Lazark
JASON D. LAZARK, Counsel for the
Department
* * *

I have read the Stipulation and Agreement and its terms are understood by me
and are agreeable and acceptable to me. I understand that I am waiving rights given to me by
the California Administrative Procedure Act (including but not limited to Sections 11506,
11508, 11509, and 11513 of the Government Code), and I willingly, intelligently, and
voluntarily waive those rights, including the right of requiring the Commissioner to prove the
allegations in the Accusation at a hearing at which I 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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1 REICHERT and YU can signify acceptance and approval of the terms and
2 conditions of this Stipulation and Agreement by providing a scanned copy of the signature page,
3 as actually signed by REICHERT and YU, by email to jason.lazark@dre.ca.gov. REICHERT
4 and YU agree, acknowledge, and understand that by electronically sending the Department a
5 scanned copy of the actual signatures of REICHERT and YU as it appears on the Stipulation
6 and Agreement, that receipt of the scanned copy by the Department shall be as binding on
7 REICHERT and YU as if the Department had received the original signed Stipulation and
8 Agreement.

9
10 7/19/18

11 _____
DATED

12 Jul 19, 2018

13 _____
DATED

14 
15 _____
ROBERT HAROLD REICHERT, Respondent

16 
17 _____
Rick Yu (Jul 19, 2018)


18 RICK YU, Respondent

19 * * *

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

22 7-25-18

23 _____
DATED

24 
25 _____
ADAM PEDERSEN, Ashlee Gonzales
26 Attorney for Respondents,
27 ROBERT HAROLD REICHERT and RICK YU

* * *

28 The foregoing Stipulation and Agreement is hereby adopted as my Decision in
29 this matter and shall become effective at 12 o'clock noon on _____.

30 IT IS SO ORDERED _____.

31 REAL ESTATE COMMISSIONER
32 _____

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REICHERT and YU can signify acceptance and approval of the terms and conditions of this Stipulation and Agreement by providing a scanned copy of the signature page, as actually signed by REICHERT and YU, by email to jason.lazark@dre.ca.gov. REICHERT and YU agree, acknowledge, and understand that by electronically sending the Department a scanned copy of the actual signatures of REICHERT and YU as it appears on the Stipulation and Agreement, that receipt of the scanned copy by the Department shall be as binding on REICHERT and YU as if the Department had received the original signed Stipulation and Agreement.

7/19/18

DATED

ROBERT HAROLD REICHERT, Respondent

07-19-18

DATED

RICK YU, Respondent

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

DATED

ADAM PEDERSEN,
Attorney for Respondents,
ROBERT HAROLD REICHERT and RICK YU

The foregoing Stipulation and Agreement is hereby adopted as my Decision in this matter and shall become effective at 12 o'clock noon on OCT 29 2018

IT IS SO ORDERED October 1, 2018

DANIEL J. SANDRI
ACTING REAL ESTATE COMMISSIONER

Daniel J. Sandri