

1 Department of Real Estate  
2 P.O. Box 137007  
3 Sacramento, CA 95813-7007

4 Telephone: (916) 576-8700

**FILED**

**FEB 15 2019**

DEPARTMENT OF REAL ESTATE  
By B. N. Chulas

7  
8 BEFORE THE DEPARTMENT OF REAL ESTATE  
9 STATE OF CALIFORNIA

10 \* \* \*

11 In the Matter of the Accusation of	)	No. H-12356 SF
	)	
12 WINDSOR MANAGEMENT	)	<u>STIPULATION AND</u>
13 CORPORATION, and ELIZABETH	)	<u>AGREEMENT</u>
BUNKER GRIGGS,	)	
	)	
14 Respondents.	)	

15 It is hereby stipulated by and between WINDSOR MANAGEMENT  
16 CORPORATION (WMC), and ELIZABETH BUNKER GRIGGS (GRIGGS) (collectively  
17 referred to as "Respondents"), represented by Lisa Swanson, and the Complainant, acting by and  
18 through Truly Sughrue, Counsel for the Department of Real Estate (Department), as follows for  
19 the purpose of settling and disposing the Accusation filed on January 2, 2019, in this matter:

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

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

4                   3.     Respondents filed a Notice of Defense pursuant to Section 11505 of the  
5 Government Code for the purpose of requesting a hearing on the allegations in the Accusation.  
6 Respondents hereby freely and voluntarily withdraw said Notice of Defense. Respondents  
7 acknowledge that Respondents understand that by withdrawing said Notice of Defense  
8 Respondents will thereby waive Respondents' rights to require the Real Estate Commissioner  
9 (Commissioner) to prove the allegations in the Accusation at a contested hearing held in  
10 accordance with the provisions of the APA, and that Respondents will waive other rights  
11 afforded to Respondents in connection with the hearing such as the right to present evidence in  
12 defense of the allegations 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, Respondents choose not  
15 to contest these factual allegations, but to remain silent and understand 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 Respondents' 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 state  
23 is involved.

24                   6.     Respondents understand that by agreeing to this Stipulation and  
25 Agreement, Respondents agrees to pay, pursuant to Section 10148 of the California Business  
26 and Professions Code (Code), the cost of the audit, which resulted in the determination that  
27 Respondents committed the trust fund handling violation(s) found in the Determination of



1 As to Paragraph 11(a), under Section 10177(d) of the Code in conjunction with  
2 Section 10145 of the Code and Section 2832 of the Regulations;

3 As to Paragraph 11(b), under Section 10177(d) of the Code in conjunction with  
4 Section 10145 of the Code and Section 2834 of the Regulations;

5 As to Paragraph 11(c), under Section 10177(d) of the Code in conjunction with  
6 Section 2773 of the Regulations and Section 10140.6(b) of the Code.

7 II

8 The acts and omissions of GRIGGS as described in the Second Cause of Action  
9 in the Accusation are grounds for the suspension or revocation of GRIGG'S licenses and license  
10 rights under Section 10177(d) of the Code in conjunction with Section 10130 of the Code.

11 II

12 The acts and omissions of GRIGGS as described in the Third Cause of Action in  
13 the Accusation are grounds for the suspension or revocation of GRIGG'S licenses and license  
14 rights under Section 10177(h) of the Code.

15 \* \* \*

16 ORDER

17 I

18 All licenses and licensing rights of WMC under the Real Estate Law are  
19 suspended for a period of ninety (90) days from the effective date of this Order; provided,  
20 however, that:

21 1) Thirty (30) days of said suspension shall be stayed, upon the condition that WMC  
22 petition pursuant to Section 10175.2 of the Code and pays a monetary penalty pursuant to Section  
23 10175.2 of the Code at a rate of \$50 for each day of the suspension for a total monetary penalty  
24 of \$1,500.

25 a) Said payment shall be in the form of a cashier's check made payable to the  
26 Department of Real Estate. Said check must be delivered to the Department of Real Estate, Flag  
27

1 Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective date of this  
2 Order.

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

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

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

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

16 a) WMC shall obey all laws, rules and regulations governing the rights, duties and  
17 responsibilities of a real estate licensee in the State of California; and,

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

23 II

24 All licenses and licensing rights of GRIGGS under the Real Estate Law are  
25 suspended for a period of ninety (90) day from the effective date of this Order; provided,  
26 however, that:

1) Thirty (30) days of said suspension shall be stayed, upon the condition that GRIGGS petition pursuant to Section 10175.2 of the Code and pays a monetary penalty pursuant to Section 10175.2 of the Code at a rate of \$50 for each day of the suspension for a total monetary penalty of \$1,500.

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 licenses of GRIGGS occurs within two (2) years from the effective date of the decision in this matter.

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

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

a) GRIGGS 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 reimpose all or a portion of the stayed suspension. Should no

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

2 3) All licenses and licensing rights of GRIGGS are indefinitely suspended unless or  
3 until GRIGGS provides proof satisfactory to the Commissioner, of having taken and successfully  
4 completed the continuing education course on trust fund accounting and handling specified in  
5 paragraph (3) of subdivision (a) of Section 10170.5 of the Code. Proof of satisfaction of these  
6 requirements includes evidence that GRIGGS has successfully completed the trust fund account  
7 and handling continuing education courses, no earlier than 120 days prior to the effective date of  
8 the Decision and Order in this matter. Proof of completion of the trust fund accounting and  
9 handling course must be delivered to the Department of Real Estate, Flag Section at P.O. Box  
10 137013, Sacramento, CA 95813-7013 or by fax at 916-263-8758, prior to the effective date of  
11 this Decision and Order.

12 III

13 1) Pursuant to Section 10148 of the Code, Respondents shall jointly and severally  
14 pay the sum of \$4,833.10 for the Commissioner's cost of the audit which led to this disciplinary  
15 action. Respondents shall pay such cost within sixty (60) days of receiving an invoice therefore  
16 from the Commissioner. Payment of audit costs should not be made until Respondents receive  
17 the invoice. If Respondents fail to satisfy this condition in a timely manner as provided for  
18 herein, Respondents' real estate license shall automatically be suspended until payment is made  
19 in full, or until a decision providing otherwise is adopted following a hearing held pursuant to  
20 this condition.

21 2) Pursuant to Section 10148 of the Code, Respondents shall pay the Commissioner's  
22 reasonable cost, not to exceed \$6,041.38, for an audit to determine if Respondents have corrected  
23 the violation(s) found in the Determination of Issues. In calculating the amount of the  
24 Commissioner's reasonable cost, the Commissioner may use the estimated average hourly salary  
25 for all persons performing audits of real estate brokers, and shall include an allocation for travel  
26 time to and from the auditor's place of work. Respondents shall pay such cost within sixty (60)  
27 days of receiving an invoice therefore from the Commissioner. Payment of the audit costs should

1 not be made until Respondents receive the invoice. If Respondents fail to satisfy this condition  
2 in a timely manner as provided for herein, Respondents' real estate license shall automatically be  
3 suspended until payment is made in full, or until a decision providing otherwise is adopted  
4 following a hearing held pursuant to this condition.

5  
6 22-Jan-19  
7 DATED

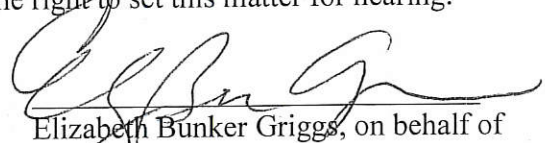
  
8 TRULY SUGHRUE  
9 Counsel for Complainant

10 \* \* \*

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

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

24 1/16/19  
25 DATED

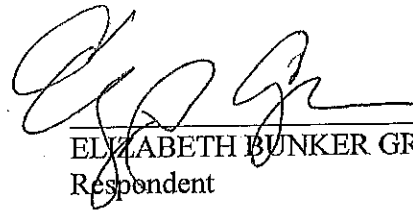
  
26 Elizabeth Bunker Griggs, on behalf of  
27 WINDSOR MANAGEMENT  
CORPORATION  
Respondent



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1/16/19

DATED

  
ELIZABETH BUNKER GRIGGS  
Respondent

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

DATED

LISA SWANSON  
Attorney for Respondents

\*\*\*

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

IT IS SO ORDERED \_\_\_\_\_.


REAL ESTATE COMMISSIONER

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1/16/19

DATED


  
ELIZABETH BUNKER GRIGGS  
Respondent

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

1/16/19

DATED

  
LISA SWANSON  
Attorney for Respondents

\*\*\*

The foregoing Stipulation and Agreement is hereby adopted as my Decision and Order and shall become effective at 12 o'clock noon on MAR 08 2019

IT IS SO ORDERED February 14, 2019.

DANIEL J. SANDRI  
ACTING REAL ESTATE COMMISSIONER

