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DEPARTMENT OF REAL ESTATE
P. O. Box 137007
Sacramento, CA 95813-7007

Telephone: (916) 576-8700
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FILED
JAN 26 2023
DEPARTMENT OF REAL ESTATE
By J. Taogant

BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of) No. H-12511 SF
)
LAUREL PATRICIA STRAND,) STIPULATION AND AGREEMENT
) IN SETTLEMENT AND ORDER
Respondent.)
_____)

It is hereby stipulated by and between LAUREL PATRICIA STRAND (Respondent), represented by Frank M. Buda, and the Complainant, acting by and through Kyle Jones, Counsel for the Department of Real Estate (Department); as follows for the purpose of settling and disposing of the Accusation filed on May 3, 2022, 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 (Stipulation).

2. Respondent has received, read, and understands the Statement to Respondent, the Discovery Provisions of the APA and the Accusation 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 and understands that by withdrawing said Notice of Defense Respondent will
5 thereby waive their right to require the Real Estate Commissioner (Commissioner) to prove the
6 allegations in the Accusation at a contested hearing held in accordance with the provisions of the
7 APA and that Respondent will waive other rights afforded to them in connection with the
8 hearing such as the right to present evidence in defense of the allegations in the Accusation and
9 the right to cross-examine witnesses.

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

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

21 6. The Order or any subsequent Order of the Commissioner made pursuant to this
22 Stipulation shall not constitute an estoppel, merger, or bar to any further administrative or civil
23 proceedings by the Department with respect to any matters which were not specifically alleged to
24 be causes for Accusation in this proceeding.

25 7. Respondent understands that by agreeing to this Stipulation, Respondent agrees
26 to pay, pursuant to Section 10106 of the Business and Professions Code (Code), the cost of the
27

1 investigation and enforcement which resulted in the determination that Respondent committed
2 the violations found in the Determination of Issues. The amount of said costs is \$2,254.25.

3 DETERMINATION OF ISSUES

4 By reason of the foregoing stipulations, admissions and waivers, and solely for
5 the purpose of settlement of the pending Accusation without a hearing, it is stipulated and agreed
6 that the acts and/or omissions of Respondent, as described in the Accusation, constitute grounds
7 for the suspension or revocation of the licenses and license rights of Respondent under the
8 provisions of Section 10177 (g) of the Code.

9 ORDER

10 All licenses and licensing rights of LAUREL PATRICIA STRAND, under the
11 Real Estate Law are suspended for a period of one hundred twenty (120) days from the effective
12 date of this Order; provided, however, that:

13 1. Sixty (60) days of said suspension shall be stayed, upon the condition that
14 Respondent petitions pursuant to Section 10175.2 of the Code and pays a monetary penalty
15 pursuant to Section 10175.2 of the Code at a rate of \$25 for each day of the suspension for a total
16 monetary penalty of \$1500.00.

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

21 (b) No further cause for disciplinary action against the real estate license
22 of Respondent occurs within two (2) years from the effective date of the decision in this matter.

23 (c) If Respondent fails to pay the monetary penalty as provided above
24 prior to the effective date of this Order, the stay of the suspension shall be vacated as to
25 Respondent and the order of suspension shall be immediately executed, under this Order, in
26 which event Respondent shall not be entitled to any repayment nor credit, prorated or otherwise,
27 for the money paid to the Department under the terms of this Order.

1 (d) If Respondent pays the monetary penalty and any other moneys due
2 under this Stipulation and if no further cause for disciplinary action against the real estate license
3 of Respondent occurs within two (2) years from the effective date of this Order, the entire stay
4 hereby granted in this Order shall become permanent.

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

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

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

15 3. All licenses and licensing rights of Respondent are indefinitely suspended
16 unless or until Respondent pays the sum of \$2,254.25 for the Commissioner's reasonable cost of
17 the investigation and enforcement which led to this disciplinary action. Said payment shall be in
18 the form of a cashier's check made payable to the Department of Real Estate. The investigative
19 and enforcement costs must be in the form of a cashier's check made payable to the Department
20 of Real Estate and delivered to the Department of Real Estate, Flag Section at P.O. Box 137013,
21 Sacramento, CA 95813-7013, prior to the effective date of this Decision and Order.

22
23 1/18/23
24 DATED

23 
24 KYLE JONES, Counsel
25 DEPARTMENT OF REAL ESTATE

25 * * *

26 I have read the Stipulation and Agreement In Settlement and Order, discussed it
27 with my counsel, and its terms are understood by me and are agreeable and acceptable to me. I

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

7 Respondent can signify acceptance and approval of the terms and conditions of
8 this Stipulation and Agreement by faxing a copy of the signature page, as actually signed by
9 Respondent, to the Department at fax number (916) 576-7840 or by e-mail to
10 kyle.jones@dre.ca.gov. Respondent agrees, acknowledges, and understands that by
11 electronically sending to the Department a copy of Respondent's actual signature as it appears
12 on the Stipulation and Agreement, that receipt of the copy by the Department shall be as
13 binding on Respondent as if the Department had received the original signed Stipulation and
14 Agreement.

15
16 1/5/2023
17 DATED

15
16 Laurel Patricia Strand
17 LAUREL PATRICIA STRAND
18 Respondent

19 ***

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

22 1/10/2023
23 DATED

22 Frank M. Buda
23 FRANK M. BUDA
24 Attorney for Respondent

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The foregoing Stipulation and Agreement In Settlement and Order is hereby adopted by the Real Estate Commissioner as his Decision and Order and shall become effective at 12 o'clock noon on FEB 15 2023.

IT IS SO ORDERED 1.24.23.

DOUGLAS R. McCAULEY
REAL ESTATE COMMISSIONER

Douglas R. McCauley