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FILED

JAN 21 2022

DEPARTMENT OF REAL ESTATE

By X. Knapp

BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of:

Case No. H-12525 SF

TRINITY MANAGEMENT AND REAL ESTATE
SERVICES, INC., and ERIN JOSEPH GARDERE,

Respondents.

ORDER EXTENDING TIME

On December 31, 2021, a Stipulation and Agreement was rendered in the above-entitled matter, ordering that all licenses and licensing rights of TRINITY MANAGEMENT AND REAL ESTATE SERVICES, INC. ("TRINITY") are revoked; provided, however, a restricted corporate real estate broker license is issued to TRINITY pursuant to the terms and conditions enumerated therein. The Stipulation and Agreement also ordered that all licensing and license rights of ERIN JOSEPH GARDERE ("GARDERE") are revoked; provided, however, a restricted real estate salesperson license is issued to GARDERE pursuant to the terms and conditions enumerated therein. The Order shall become effective on January 21, 2022.

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On or about January 20, 2022, TRINITY and GARDERE, through their attorney Stephen K. Lightfoot, requested that the effective date of the Order be extended to allow more time for a salesperson affiliated with TRINITY to take and pass the real estate broker examination so they can serve as the new broker of record for TRINITY. A one month extension would provide TRINITY with sufficient time to locate another broker of record should the salesperson affiliated with TRINITY not obtain their broker license in a timely fashion.

Good cause having been shown, the request to extend the effective date of the Order is hereby extended to February 21, 2022. This Order is effective immediately.

IT IS SO ORDERED 1/20/2022.

DOUGLAS R. McCAULEY
REAL ESTATE COMMISSIONER



for Doug McCauley

1 DEPARTMENT OF REAL ESTATE
2 P. O. Box 137007
3 Sacramento, CA 95813-7007
4 Telephone: (916) 576-8700

FILED

DEC 31 2021

DEPARTMENT OF REAL ESTATE
By B. Nicholas

7 BEFORE THE DEPARTMENT OF REAL ESTATE
8 STATE OF CALIFORNIA

9 * * *

| | | |
|--|---|----------------------------------|
| 10 In the Matter of the Accusation of: |) | Case No. H-12525 SF |
| |) | |
| 11 TRINITY MANAGEMENT AND REAL |) | <u>STIPULATION AND AGREEMENT</u> |
| 12 ESTATE SERVICES, INC., and |) | |
| 13 ERIN JOSEPH GARDERE |) | |
| |) | |
| 14 Respondents. |) | <u>IN SETTLEMENT AND ORDER</u> |

15 It is hereby stipulated by and between Respondents TRINITY MANAGEMENT
16 AND REAL ESTATE SERVICES, INC. ("TRINITY") and ERIN JOSEPH GARDERE
17 ("GARDERE"), acting by and through their counsel Stephen K. Lightfoot, and the
18 Complainant, acting by and through Jason D. Lazark, Counsel for the Department of Real
19 Estate, as follows for the purpose of settling and disposing of the Accusation filed on May 21,
20 2021, in this matter:

21 1. All issues which were to be contested and all evidence which was to be
22 presented by Complainant and Respondents TRINITY and GARDERE (collectively referred to
23 herein as "Respondents") at a formal hearing on the Accusation, which hearing was to be held
24 in accordance with the provisions of the Administrative Procedure Act ("APA"), shall instead
25 and in place thereof be submitted solely on the basis of the provisions of this Stipulation and
26 Agreement In Settlement and Order ("Stipulation and Agreement").
27

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

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

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

16 5. This Stipulation and Agreement is made for the purpose of reaching an
17 agreed disposition of this proceeding and is expressly limited to this proceeding and any other
18 proceeding or case in which the Department, the state or federal government, any agency of
19 this state, or an agency of another state is involved.

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

27 ///

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

5 8. Respondents understand that by agreeing to this Stipulation and Agreement,
6 Respondents agree to be responsible for jointly and severally paying, pursuant to Section 10106
7 of the Business and Professions Code ("the Code"), the costs of the investigation and
8 enforcement of this case which resulted in the determination that Respondents committed the
9 violations found in the Determination of Issues. The amount of such costs is \$4,419.45.

10 9. Respondents further understand that by agreeing to this Stipulation and
11 Agreement, Respondents agree to be responsible for jointly and severally paying, pursuant to
12 Section 10148 of the California Business and Professions Code ("the Code"), the costs of the
13 audit which resulted in the determination that Respondents committed the trust fund violation(s)
14 found in the Determination of Issues. The amount of such costs is \$4,702.00.

15 10. Respondents further understand that by agreeing to this Stipulation and
16 Agreement, the findings set forth below in the Determination of Issues become final, and that the
17 Commissioner may charge said Respondents for the costs of any audit conducted pursuant to
18 Section 10148 of the Code to determine if the violations have been corrected and hold
19 Respondents jointly and severally responsible for paying the costs of the follow up audit. The
20 maximum costs of said audit shall not exceed \$5,877.50.

21 * * *

22 DETERMINATION OF ISSUES

23 By reason of the foregoing stipulations, admissions and waivers, and solely for
24 the purpose of settlement of the pending Accusation without a hearing, it is stipulated and agreed
25 that the following determination of issues shall be made:

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I.

The acts and omissions of TRINITY, as described in the Accusation, are grounds for the suspension or revocation of the licenses and license rights of TRINITY under the provisions of Sections 10145, 10176(c), 10176(i), 10177(d), 10177(g), and 10177(j) of the Code, and Sections 2832, 2832.1, and 2834 of Title 10, California Code of Regulations (“the Regulations”).

II.

The acts and omissions of GARDERE, as described in the Accusation, are grounds for the suspension or revocation of the licenses and license rights, endorsement and endorsement rights of GARDERE under the provisions of Sections 10145, 10159.2, 10176(c), 10176(i), 10177(d), 10177(g), 10177(h), and 10177(j) of the Code, and Sections 2832, 2832.1, and 2834 of the Regulations.

ORDER

I. AS TO TRINITY

1. The corporate real estate broker license and license rights of TRINITY under the Real Estate Law are revoked; provided, however, a restricted corporate real estate broker license shall be issued to TRINITY pursuant to Section 10156.5 of the Code if TRINITY makes application therefore and pays to the Department the appropriate fee for the restricted license within 90 days from the effective date of this Decision and Order.

2. The restricted license issued to TRINITY shall be subject to all of the provisions of Section 10156.7 of the Code as to the following limitations, conditions and restrictions imposed under authority of Section 10156.6 of that Code: The restricted license issued to TRINITY shall be suspended prior to hearing by Order of the Commissioner on evidence satisfactory to the Commissioner that TRINITY has violated provisions of the California Real Estate Law, the Subdivided Lands Law, Regulations of the Real Estate Commissioner, or conditions attaching to the restricted license.

1 3. TRINITY shall not be eligible to apply for the issuance of an unrestricted real
2 estate license nor for removal of any of the conditions, limitations or restrictions of a restricted
3 license until two (2) years have elapsed from the effective date of this Decision. TRINITY shall
4 not be eligible for any unrestricted licenses until all restrictions attaching to the license have been
5 removed.

6 II. AS TO GARDERE

7 All licenses and licensing rights, endorsements and endorsement rights, of
8 GARDERE under the Real Estate Law are revoked; provided, however, a restricted real estate
9 salesperson license ("restricted license") and a restricted individual mortgage loan originator
10 license endorsement ("restricted endorsement") shall be issued to GARDERE pursuant to
11 Section 10156.5 of the Code if GARDERE makes application therefore and pays to the
12 Department the appropriate fee for the restricted license within 90 days from the effective date of
13 this Decision.

14 1. The restricted license and restricted endorsement issued to GARDERE shall
15 be subject to all of the provisions of Section 10156.7 of the Code as to the following limitations,
16 conditions and restrictions imposed under authority of Section 10156.6 of that Code:

17 (a) The restricted license and restricted endorsement issued to GARDERE
18 shall be suspended prior to hearing by Order of the Commissioner in the
19 event of GARDERE's conviction (including by plea of guilty or nolo
20 contendere) to a crime which is substantially related to GARDERE's
21 fitness or capacity as a real estate licensee; and,

22 (b) The restricted license and restricted endorsement issued to GARDERE
23 shall be suspended prior to hearing by Order of the Commissioner on
24 evidence satisfactory to the Commissioner that GARDERE has violated
25 provisions of the California Real Estate Law, the Subdivided Lands Law,
26 Regulations of the Real Estate Commissioner, or conditions attaching to
27 the restricted license.

1 2. With the application for license or endorsement, or with the application for
2 transfer to a new employing broker, GARDERE shall submit a statement signed by the
3 prospective employing real estate broker on a form approved by the Department, which shall
4 certify as follows:

5 (a) That the employing broker has read the Decision which is the
6 basis for the issuance of the restricted license and restricted
7 endorsement; and

8 (b) That the employing broker will carefully review all transaction
9 documents prepared by the restricted licensee and restricted
10 endorsement holder and otherwise exercise close supervision over
11 the licensee's performance of acts for which a license and/or
12 endorsement is required.

13 3. GARDERE shall not be eligible to apply for the issuance of an unrestricted
14 real estate salesperson license or an unrestricted real estate broker license, nor for removal of any
15 of the conditions, limitations or restrictions of a restricted salesperson license until three (3)
16 years have elapsed from the effective date of this Decision. GARDERE shall not be eligible for
17 an unrestricted real estate salesperson license or an unrestricted real estate broker license until all
18 restrictions attaching to the license have been removed.

19 4. GARDERE shall not be eligible to apply for the issuance of an unrestricted
20 individual mortgage loan originator license endorsement nor for removal of any of the
21 conditions, limitations or restrictions of a restricted individual mortgage loan originator license
22 endorsement until three (3) years have elapsed from the effective date of this Decision.
23 GARDERE shall not be eligible for any unrestricted individual mortgage loan originator license
24 endorsement until all restrictions attaching to the license endorsement have been removed.

25 5. GARDERE shall notify the Commissioner in writing within 72 hours of any
26 arrest by sending a certified letter to the Commissioner at the Department of Real Estate, Legal
27 Section at Post Office Box 137007, Sacramento, CA 95813-7007. The letter shall set forth the

1 date of GARDERE's arrest, the crime for which GARDERE was arrested and the name and
2 address of the arresting law enforcement agency. GARDERE's failure to timely file written
3 notice shall constitute an independent violation of the terms of the restricted license and
4 restricted endorsement and shall be grounds for the suspension or revocation of that license and
5 that endorsement.

6 6. GARDERE shall, within nine (9) months from the effective date of this
7 Decision, present evidence satisfactory to the Commissioner that GARDERE has, since the most
8 recent issuance of an original or renewal real estate license, taken and successfully completed the
9 continuing education requirements of Article 2.5 of Chapter 3 of the Real Estate Law for renewal
10 of a real estate license. If GARDERE fails to satisfy this condition, the Commissioner shall
11 order the suspension of the restricted license until the GARDERE presents such evidence. The
12 Commissioner shall afford GARDERE the opportunity for hearing pursuant to the APA to
13 present such evidence. Proof of completion of the continuing education courses must be
14 delivered to the Department of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA
15 95813-7013.

16 7. Notwithstanding any other provision of this Order, all licenses and license
17 rights, endorsements and endorsement rights of GARDERE are suspended unless and until he
18 provides proof satisfactory to the Commissioner that he has taken and successfully completed
19 the continuing education course on Trust Fund Accounting and Handling specified in Section
20 10170.5(a)(3) of the Code. The course must have been completed no earlier than one hundred
21 twenty (120) days prior to the effective date of this Order, and proof must be submitted prior to
22 the effective date of this Order, to prevent suspension of his license and endorsement pursuant
23 to this condition.

24 8. GARDERE shall, within nine (9) months from the issuance of the Order, take
25 and pass the Professional Responsibility Examination administered by the Department,
26 including the payment of the appropriate examination fee. All licenses and licensing rights,
27 endorsements and endorsement rights of GARDERE shall be indefinitely suspended unless or

1 until GARDERE passes the examination. In the event that access to the location for taking the
2 Professional Responsibility Examination is closed during normal business hours, the
3 Department shall extend the time for taking and passing the Professional Responsibility
4 Examination by the same amount of time that access to the test location was closed.

5 III.

6 AS TO TRINITY AND GARDERE JOINTLY AND SEVERALLY

7 1. Respondents, jointly and severally, shall pay the sum of \$4,702.00 for the
8 Commissioner's cost of the audit that led to this disciplinary action. Respondents shall pay
9 such cost within sixty (60) days of receiving an invoice therefore from the Commissioner. The
10 Commissioner shall indefinitely suspend all licenses and licensing rights of Respondents, and
11 all endorsements and endorsement rights of GARDERE, pending a hearing held in accordance
12 with Section 11500, et seq., of the Government Code, if payment is not timely made as
13 provided for herein, or as provided for in a subsequent agreement between Respondents and
14 the Commissioner. The suspensions shall remain in effect until payment is made in full or
15 until Respondents enter into an agreement satisfactory to the Commissioner to provide for
16 payment, or until a decision providing otherwise is adopted following a hearing held pursuant
17 to this condition.

18 2. Respondents, jointly and severally, shall pay the Commissioner's costs, not
19 to exceed \$5,877.50, of any audit conducted pursuant to Section 10148 of the Code to
20 determine if Respondents have corrected the violations described in the Determination of
21 Issues, above, and any other violations found in the audit that led to this disciplinary action.
22 In calculating the amount of the Commissioner's reasonable cost, the Commissioner may use
23 the estimated average hourly salary for all persons performing audits of real estate brokers, and
24 shall include an allocation for travel time to and from the auditor's place of work. Respondents
25 shall pay such cost within sixty (60) days of receiving an invoice therefore from the
26 Commissioner detailing the activities performed during the audit and the amount of time spent
27 performing those activities. If Respondents fail to pay such cost within the sixty (60) days, the

1 Commissioner shall indefinitely suspend all licenses and licensing rights of Respondents, and
2 all endorsements and endorsement rights of GARDERE, under the Real Estate Law until
3 payment is made in full or until Respondents enter into an agreement satisfactory to the
4 Commissioner to provide for payment. Upon full payment, the indefinite suspensions provided
5 for in this paragraph shall be stayed.

6 3. All licenses and licensing rights of Respondents, and all endorsements and
7 endorsement rights of GARDERE, are indefinitely suspended unless or until Respondents,
8 jointly and severally, pay the sum of \$4,419.45 for the Commissioner's reasonable cost of the
9 investigation and enforcement which led to this disciplinary action. Said payment shall be in
10 the form of a cashier's check or certified check made payable to the Department of Real Estate.
11 The investigative and enforcement costs must be delivered to the Department of Real Estate,
12 Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective date of
13 this Stipulation.

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10/7/2021

DATED



JASON D. LAZARK, Counsel
Department of Real Estate

19 Respondents have read the Stipulation and Agreement in Settlement and Order,
20 discussed it with their counsel, where appropriate, and its terms are understood by them and
21 are agreeable and acceptable to them. Respondents understand that they are waiving rights
22 given to them by the California APA (including but not limited to Sections 11506, 11508,
23 11509 and 11513 of the Government Code), and willingly, intelligently, and voluntarily waive
24 those rights, including the right of requiring the Commissioner to prove the allegations in the
25 Accusation at a hearing at which Respondents would have the right to cross-examine witnesses
26 against them and to present evidence in defense and mitigation of the charges.

1 Respondents further agree to send the original signed Stipulation and
2 Agreement by mail to the following address no later than one (1) week from the date the
3 Stipulation and Agreement is signed by me and my attorney: *Department of Real Estate, Legal*
4 *Section, P.O. Box 137007, Sacramento, California 95813-7007.*

5 Respondents further understand and agree that if they fail to return the original
6 signed Stipulation and Agreement by the due date, Complainant retains the right to set this
7 matter for hearing.

8 10/6/21

9 DATED

Erin Gardere

ERIN JOSEPH GARDERE
Designated Officer,
TRINITY MANAGEMENT AND REAL
ESTATE SERVICES, INC.
Respondent

12 10/6/21

13 DATED

Erin Gardere

ERIN JOSEPH GARDERE
Respondent

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

17 10/6/2021

18 DATED

Stephen K. Lightfoot II

STEPHEN K. LIGHTFOOT II
Attorney for Respondents,
TRINITY MANAGEMENT AND REAL
ESTATE SERVICES, INC., and
ERIN JOSEPH GARDERE

21 * * *

22 The foregoing Stipulation and Agreement is hereby adopted as my Decision in
23 this matter and shall become effective at 12 o'clock noon on JAN 21 2022.

24 IT IS SO ORDERED 12.20.21, 2021.

25 REAL ESTATE COMMISSIONER

26 *Douglas R. McCauley*
27 DOUGLAS R. McCAULEY