

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

4 Telephone: (916) 576-8700

FILED

NOV 02 2023

DEPARTMENT OF REAL ESTATE

By B. Nicholas

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

10 In the Matter of the Accusation of

11 PF PROPERTY MANAGEMENT PLUS,
12 INC.;

13 and

14 PEGGY JEAN FRANCIS, individually and as
15 designated officer of PF Property Management
16 Plus Inc.,

17 Respondents.)

No. H-12656 SF

STIPULATION AND
AGREEMENT

18 It is hereby stipulated by and between PF PROPERTY MANAGEMENT
19 PLUS, INC. (PFPMPI), and PEGGY JEAN FRANCIS (FRANCIS) (collectively
20 "Respondents"), and the Complainant, acting by and through Truly Sughrue, Counsel for the
21 Department of Real Estate (Department), as follows for the purpose of settling and disposing
22 of the Accusation (Accusation) filed on March 24, 2023, in this matter:

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

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

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

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

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

25 6. Respondents understand that by agreeing to this Stipulation and
26 Agreement, Respondents agree to pay, pursuant to Section 10148 of the California Business and
27 Professions Code (Code), the cost of the audit, which resulted in the determination that

1 Respondent committed the trust fund handling violation(s) found in the Determination of Issues.
2 The amount of said costs is \$5,590.50.

3 7. Respondents further understand that by agreeing to this Stipulation and
4 Agreement, the findings set forth below in the Determination of Issues become final, and that
5 the Commissioner may charge said Respondents for the costs of any audit conducted pursuant
6 to Section 10148 of the Code to determine if the violations have been corrected. The maximum
7 costs of said audit shall not exceed \$6,998.

8 8. It is understood by the parties that the Commissioner may adopt the
9 Stipulation and Agreement as his decision in this matter thereby imposing the penalty and
10 sanctions on the real estate licenses and license rights of Respondents as set forth in the below
11 "Order". In the event that the Commissioner in his discretion does not adopt the Stipulation and
12 Agreement, it shall be void and of no effect, and Respondents shall retain the right to a hearing
13 and proceeding on the Accusation under all the provisions of the APA and shall not be bound by
14 any admission or waiver made herein.

15 9. The Order or any subsequent Order of the Commissioner made pursuant to
16 this Stipulation and Agreement shall not constitute an estoppel, merger or bar to any further
17 administrative or civil proceedings by the Department with respect to any matters which were
18 not specifically alleged to be causes for action in Accusation H-12656 SF.

19 * * *

20 DETERMINATION OF ISSUES

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

24 I

25 The acts and omissions of Respondents as described in the Accusation are
26 grounds for the suspension or revocation of Respondents' licenses and license rights under the
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1 following sections of the Code and Title 10, Chapter 6, of the California Code of Regulations
2 (Regulations):

3 As to Paragraph 10, under Section 10177(d) of the Code in conjunction with
4 Section 10145 of the Code and Section 2832.1 of the Regulations;

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

7 As to Paragraph 12, under Section 10177(d) of the Code in conjunction with
8 Section 10145 of the Code and Section 2834 of the Regulations;

9 As to Paragraph 13, under Section 10177(d) of the Code in conjunction with
10 Section 10145 of the Code and Section 2831 of the Regulations;

11 As to Paragraph 14, under Section 10177(d) of the Code in conjunction with
12 Section 10145 of the Code and Section 2831.1 of the Regulations; and

13 As to Paragraph 15, under Section 10177(d) of the Code in conjunction with
14 Section 10145 of the Code and Section 2831.2 of the Regulations.

15 II

16 The acts and/or omissions of FRANCIS as described in the Accusation is cause
17 for the suspension or revocation of FRANCIS's license and/or license rights under Section
18 10177(h) of the Code.

19 * * *

20 ORDER

21 I

22 All licenses and licensing rights of PFPMPI under the Real Estate Law are
23 suspended for a period of fifty (50) days from the effective date of this Order; provided,
24 however, that:

25 1) Twenty-five (25) days of said suspension shall be stayed, upon the condition that
26 PFPMPI petition pursuant to Section 10175.2 of the Code and pays a monetary penalty pursuant
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1 to Section 10175.2 of the Code at a rate of \$50 for each day of the suspension for a total
2 monetary penalty of \$1,250.

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

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

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

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

18 2) Twenty-five (25) days of said suspension shall be stayed for two (2) years upon
19 the following terms and conditions:

20 a) PFPMPI shall obey all laws, rules and regulations governing the rights, duties and
21 responsibilities of a real estate licensee in the State of California; and,

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

II

All licenses and licensing rights of FRANCIS under the Real Estate Law are suspended for a period of fifty (50) days from the effective date of this Order; provided, however, that:

1) Twenty-five (25) days of said suspension shall be stayed, upon the condition that FRANCIS 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 \$1,250.

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

c) If FRANCIS 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 FRANCIS and the order of suspension shall be immediately executed, under this Order, in which event FRANCIS 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 FRANCIS 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 FRANCIS occurs within two (2) years from the effective date of this Order, the entire stay hereby granted this Order, as to FRANCIS only, shall become permanent.

2) Twenty-five (25) days of said suspension shall be stayed for two (2) years upon the following terms and conditions:

a) FRANCIS 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 such determination be made, the stay imposed herein shall become permanent.

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

III

1) Pursuant to Section 10148 of the Code, Respondents shall pay the sum of \$5,590.50 for the Commissioner's cost of the audit which led to this disciplinary action. Respondents shall pay such cost within sixty (60) days of receiving an invoice therefore from the Commissioner. Payment of audit costs should not be made until Respondents receive the invoice. If Respondents fail to satisfy this condition in a timely manner as provided for herein, Respondents' real estate license shall automatically be suspended until payment is made in full, or until a decision providing otherwise is adopted following a hearing held pursuant to this condition.

2) Pursuant to Section 10148 of the Code, Respondents shall pay the Commissioner's reasonable cost, not to exceed \$6,998, for an audit to determine if Respondents have corrected the violation(s) found in the Determination of Issues. In calculating the amount

1 of the Commissioner's reasonable cost, the Commissioner may use the estimated average hourly
2 salary for all persons performing audits of real estate brokers, and shall include an allocation for
3 travel time to and from the auditor's place of work. Respondents shall pay such costs within
4 sixty (60) days of receiving an invoice therefore from the Commissioner. Payment of the audit
5 costs should not be made until Respondents receive the invoice. If Respondents fail to satisfy
6 this condition in a timely manner as provided for herein, Respondents' real estate license shall
7 automatically be suspended until payment is made in full, or until a decision providing otherwise
8 is adopted following a hearing held pursuant to this condition.

9
10 21 August 2023

11 DATED



12 TRULY SUGHRUE
13 Counsel for Complainant

14 * * *

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

21 Respondents further agree to send the original signed Stipulation and Agreement
22 by mail to the following address no later than one (1) week from the date the Stipulation and
23 Agreement is signed by Respondents: *Department of Real Estate, Legal Section, P.O. Box*
24 *137007, Sacramento, California 95813-7007*. Respondents understand and agree that if they fail
25 to return the original signed Stipulation and Agreement by the due date, Complainant retains the
26 right to set this matter for hearing.
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8.18.23

DATED

Peggy Jean Francis

Peggy Jean Francis, Designated Officer
PF PROPERTY MANAGEMENT PLUS, INC.,
Respondent

8.18.23

DATED

Peggy Jean Francis

PEGGY JEAN FRANCIS
Respondent

The foregoing Stipulation and Agreement is hereby adopted as my Decision and
Order and shall become effective at 12 o'clock noon on NOV 23 2023

IT IS SO ORDERED 10/11/23

DOUGLAS R. McCAULEY
REAL ESTATE COMMISSIONER

