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DEPARTMENT OF REAL ESTATE

By Bj dw

DEPARTMENT OF REAL ESTATE
651 Bannon Street, Suite 507
Sacramento, CA 95811

Telephone: (916) 576-8700
Fax: (916) 263-3767

BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

In the Matter of the Accusation of) No. H-12676 SF
)
CALIFORNIA PACIFIC FINANCIAL SERVICES, INC.) STIPULATION AND AGREEMENT
and PAUL EKANE LEJOY,) IN SETTLEMENT AND ORDER
)
Respondents.)

It is hereby stipulated by and between CALIFORNIA PACIFIC FINANCIAL SERVICES, INC. (CPFSI) and PAUL EKANE LEJOY (LEJOY), collectively Respondents, represented by Robert F. Hahn, and the Complainant, acting by and through Megan Lee Olsen, Counsel for the Department of Real Estate (Department); as follows for the purpose of settling and disposing of the Accusation filed on October 16, 2023, in this matter:

1. All issues which were to be contested and all evidence which was to be presented by Complainant and Respondents 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. Respondents have received, read, and understand the Statement to Respondent, the Discovery Provisions of the APA and the Accusation filed by the Department in this proceeding.

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1 3. Respondents 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 Respondents hereby freely and voluntarily withdraw said Notice of Defense. Respondents acknowledge
4 and understand that by withdrawing said Notice of Defense they will thereby waive their right to require
5 the Real Estate Commissioner (Commissioner) to prove the allegations in the Accusation at a contested
6 hearing held in accordance with the provisions of the APA and that they will waive other rights afforded
7 to them in connection with the hearing such as the right to present evidence in defense of the allegations
8 in the Accusation and the right to cross-examine witnesses.

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

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

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

24 7. Respondents understand that by agreeing to this Stipulation, Respondents agree
25 to pay, pursuant to Section 10148 of the Business and Professions Code (Code), the cost of the audit
26 which resulted in the violations found in the Determination of Issues. The amount of such costs is
27 \$5,543.00.

1 8. Respondents further understand that by agreeing to this Stipulation, the findings
2 set forth below in the "Determination of Issues" become final, and that the Commissioner may charge
3 said Respondents for the costs of any audit conducted pursuant to Section 10148 of the Code to determine
4 if the violations have been corrected. The maximum cost of said audit shall not exceed \$6,928.75.

5 **DETERMINATION OF ISSUES**

6 **CALIFORNIA PACIFIC FINANCIAL SERVICES, INC. and PAUL EKANE LEJOY**

7 By reason of the foregoing stipulations, admissions and waivers, and solely for
8 the purpose of settlement of the pending Accusation without a hearing, it is stipulated and agreed that the
9 acts and/or omissions of Respondents, as described in the Accusation, constitute grounds for the
10 suspension or revocation of the licenses and license rights of Respondents under the provisions of
11 Sections 10130, 10137, 10176 (e), 10177(d) and 10177 (g) of the Code, in conjunction with Sections
12 10131 and 10145, of the Code, and Sections 2726, 2832.1, 2834, and 2835 of Title 10 of the California
13 Code of Regulations (Regulations).

14 **PAUL EKANE LEJOY**

15 By reason of the foregoing stipulations, admissions and waivers, and solely for
16 the purpose of settlement of the pending Accusation without a hearing, it is stipulated and agreed that the
17 acts and/or omissions of LEJOY, as described in the Accusation, constitute grounds for the suspension or
18 revocation of the licenses and license rights of Respondent under the provisions of Sections 10177 (d),
19 10177 (g) and 10177 (h) of the Code, in conjunction with Section 10159.2 of the Code, and Section 2725
20 of the Regulations.

21 **ORDER**

22 **CALIFORNIA PACIFIC FINANCIAL SERVICES, INC.**

23 All licenses and licensing rights of CALIFORNIA PACIFIC FINANCIAL SERVICES,
24 INC., under the Real Estate Law are suspended for a period of ninety (90) days from the effective date of
25 this Order; provided, however, that:

26 1. Forty-five (45) days of said suspension shall be stayed, upon the condition that
27 CPFSI petition pursuant to Section 10175.2 of the Code and pays a monetary penalty pursuant to Section

1 10175.2 of the Code at a rate of \$100 for each day of the suspension for a total monetary penalty of
2 \$4,500.

3 (a) Said payment shall be in the form of a cashier's check made payable
4 to the Department of Real Estate. Said check must be delivered to the Department of Real Estate, Flag
5 Section at 651 Bannon Street, Suite 504, Sacramento, CA 95811, prior to the effective date of this Order.

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

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

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

17 2. Forty-five (45) days of said suspension shall be stayed for two (2) years
18 upon the following terms and conditions:

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

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

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

6 5. All licenses and licensing rights of LEJOY are indefinitely suspended unless or
7 until LEJOY provides proof satisfactory to the Commissioner, of having taken and successfully
8 completed the continuing education course on trust fund accounting and handling specified in paragraph
9 (3) of subdivision (a) of Section 10170.5 of the Code. Proof of satisfaction of these requirements includes
10 evidence that LEJOY has successfully completed the trust fund account and handling continuing
11 education courses, no earlier than 120 days prior to the effective date of the Decision and Order in this
12 matter. Proof of completion of the trust fund accounting and handling course must be delivered to the
13 Department of Real Estate, Flag Section at 651 Bannon Street, Suite 504, Sacramento, CA 95811, prior to
14 the effective date of this Decision and Order.

15 CALIFORNIA PACIFIC FINANCIAL SERVICES, INC. and PAUL EKANE LEJOY

16 6. Pursuant to Section 10148 of the Code, Respondents shall, jointly and severally,
17 pay the sum of \$5,543.00 for the Commissioner's cost of the audit which led to this disciplinary action.
18 Respondents shall pay such cost within sixty (60) days of receiving an invoice therefore from the
19 Commissioner. Payment of audit costs should not be made until Respondents receive the invoice. If
20 Respondents fail to satisfy this condition in a timely manner as provided for herein, Respondents' real
21 estate licenses shall automatically be suspended until payment is made in full, or until a decision
22 providing otherwise is adopted following a hearing held pursuant to this condition.

23 7. Pursuant to Section 10148 of the Code, Respondents shall, jointly and severally,
24 shall pay the Commissioner's reasonable cost, not to exceed \$6,928.75 for an audit to determine if
25 Respondents have corrected the violations found in the "Determination of Issues". In calculating the
26 amount of the Commissioner's reasonable cost, the Commissioner may use the estimated average hourly
27 salary for all persons performing audits of real estate brokers, and shall include an allocation for travel

1 time to and from the auditor's place of work. Respondents shall pay such cost within sixty (60) days of
2 receiving an invoice therefore from the Commissioner. Payment of the audit costs should not be made
3 until Respondents receive the invoice. If Respondents fails to satisfy this condition in a timely manner as
4 provided for herein, Respondents' real estate licenses shall automatically be suspended until payment is
5 made in full, or until a decision providing otherwise is adopted following a hearing held pursuant to this
6 condition.

7 8. All licenses and licensing rights of Respondents are indefinitely suspended
8 unless or until Respondents, jointly and severally, pay the sum of \$1,504.45 for the Commissioner's
9 reasonable cost of the investigation which led to this disciplinary action. Said payment shall be in the
10 form of a cashier's check made payable to the Department of Real Estate, Flag Section at 651 Bannon
11 Street, Suite 504, Sacramento, CA 95811, prior to the effective date of this Stipulation.

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13 9/19/2024

14 DATED

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MEGAN LEE OLSEN, Counsel
DEPARTMENT OF REAL ESTATE

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

25 Respondents and Respondents' attorney further agree to send the original signed
26 Stipulation by mail to the following address no later than one (1) week from the date the Stipulation is
27 signed by Respondents and Respondents' attorney: *Department of Real Estate, Legal Section, 651*

1 Bannon Street, Suite 507, Sacramento, CA 95811. Respondents and Respondents' attorney understand
2 and agree that if they fail to return the original signed Stipulation by the due date, Complainant retains
3 the right to set this matter for hearing.

4
5 09/19/2024

6 DATED



CALIFORNIA PACIFIC FINANCIAL
SERVICES, INC.
Respondent

By: DARLENE DENEÉ KELLER
Designated Officer

11 DATED

PAUL EKANE LEJOY
Respondent

13 * * *

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

17 DATED

ROBERT F. HAHN
Attorney for Respondents

20 The foregoing Stipulation and Agreement In Settlement and Order is hereby
21 adopted by the Real Estate Commissioner as her Decision and Order and shall become effective at 12
22 o'clock noon on _____.

23 IT IS SO ORDERED _____.

24 CHIKA SUNQUIST
25 REAL ESTATE COMMISSIONER

26
27 By: Marcus L. McCarther
Chief Deputy Real Estate Commissioner

1 Bannon Street, Suite 507, Sacramento, CA 95811. Respondents and Respondents' attorney understand
2 and agree that if they fail to return the original signed Stipulation by the due date, Complainant retains
3 the right to set this matter for hearing.
4

5
6 DATED

CALIFORNIA PACIFIC FINANCIAL
SERVICES, INC.
Respondent

By: DARLENE DENEE KELLER
Designated Officer

9
10 9/19/24
11 DATED


12 PAUL EKANE LEJOY
Respondent

13 * * *

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

16 9-19-24
17 DATED

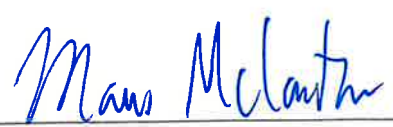

18 ROBERT F. HAHN
Attorney for Respondents

19
20 The foregoing Stipulation and Agreement In Settlement and Order is hereby
21 adopted by the Real Estate Commissioner as her Decision and Order and shall become effective at 12
22 o'clock noon on JAN 27 2025.

23 IT IS SO ORDERED

12/10/24

24 CHIKA SUNQUIST
REAL ESTATE COMMISSIONER

25 
26 By: Marcus L. McCarther
27 Chief Deputy Real Estate Commissioner