



1 this Stipulation and Agreement (“Stipulation”).

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

5           3. Respondents filed a Notice of Defense pursuant to Section 11506 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 they understand that by withdrawing said Notice of Defense they thereby  
9 waive their right to require the Commissioner to prove the allegations in the Accusation at a  
10 contested hearing held in accordance with the provisions of the APA and that they will waive  
11 other rights afforded to them in connection with the hearing such as the right to present evidence  
12 in their defense, and the right to cross-examine witnesses.

13           4. This Stipulation is based on the factual allegations contained in the Accusation  
14 filed in this proceeding. Respondents, pursuant to the limitations set forth below, hereby admit  
15 that the factual allegations in the Accusation filed in this proceeding are true and correct and the  
16 Commissioner shall not be required to provide further evidence to prove such allegations.

17           5. This Stipulation is made for the purpose of reaching an agreed disposition of  
18 this proceeding and is expressly limited to this proceeding and not any other proceeding or case  
19 in which the Department, or another licensing agency of this state, another state, or the federal  
20 government is involved, and otherwise shall not be admissible in any criminal or civil  
21 proceeding.

22           6. It is understood by the parties that the Real Estate Commissioner may adopt  
23 this Stipulation as her Decision in this matter thereby imposing the penalty and sanctions on  
24 Respondents’ real estate licenses and license rights as set forth in the below “Order.” In the  
25 event that the Commissioner in her discretion does not adopt the Stipulation, the Stipulation shall  
26 be void and of no effect and Respondents shall retain the right to a hearing and proceed on the  
27 Accusation under the provisions of the APA and shall not be bound by any stipulation or waiver

1 made herein.

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

6 **DETERMINATION OF ISSUES**

7 By reason of the foregoing, and solely for the purpose of settlement of the  
8 pending Accusation without a hearing, it is stipulated and agreed that the following  
9 Determination of Issues shall be made:

10 The conduct, acts or omissions of Respondent LEGACY LIVING, INC., as set  
11 forth in the Accusation, are in violation of California Business and Professions Code ("Code")  
12 section 10145 and Sections 2832.1, 2831, 2831.1, and 2831.2 of Title 10, Chapter 6 of the  
13 California Code of Regulations ("Regulation") and are a basis for discipline of Respondent  
14 LEGACY LIVING INC.'s licenses and/or licensing rights pursuant to Code sections 10177(d)  
15 and/or 10177(g).

16 The conduct, acts or omissions of Respondent DERRICK KWASHI  
17 D'ACOLATSE, as set forth in the Accusation, are in violation of Code section 10159.2 and  
18 Regulation section 2725 and are a basis for discipline of Respondent DERRICK KWASHI  
19 D'ACOLATSE's licenses and/or licensing rights pursuant to Code sections 10177(d), 10177(g),  
20 and/or 10177(h).

21 **ORDER**

22 **WHEREFORE, THE FOLLOWING ORDER is hereby made:**

23 **(LEGACY LIVING INC.)**

24 **I. STAYED SUSPENSION OF REAL ESTATE LICENSE**

25 All licenses and licensing rights of Respondent LEGACY LIVING INC. under  
26 the Real Estate Law are suspended for a period of **thirty (30) days** from the effective date of this  
27 Decision; provided, however, that:

1                   A. The initial ten (10) days of the thirty-day suspension shall be stayed  
2 upon the following terms and conditions:

3                   1. Respondent LEGACY LIVING INC. shall pay a monetary penalty,  
4 pursuant to Code section 10175.2, at the rate of \$100.00 per day for each of the ten (10) days of  
5 suspension for a total monetary penalty of **\$1,000.00**.

6                   2. Said payment shall be in the form of a cashier's check made  
7 payable to the Department of Real Estate. Said check must be delivered to the Department of  
8 Real Estate, 651 Bannon Street, Suite 504, Sacramento, CA 95811, **prior to the effective date of**  
9 **this Decision and Order.**

10                   3. If Respondent LEGACY LIVING INC. fails to pay the monetary  
11 penalty in accordance with the terms and conditions of the Decision and Order, the suspension  
12 shall go into effect automatically. Respondent LEGACY LIVING INC. shall not be entitled to  
13 any repayment nor credit, prorated or otherwise, for money paid to the Department under the  
14 terms of this Decision and Order.

15                   4. If Respondent LEGACY LIVING INC. pays the monetary penalty  
16 and if no further cause for disciplinary action occurs within two (2) years from the effective date  
17 of the Decision, the entire stay hereby granted pursuant to this Decision and Order  
18 shall become permanent.

19                   B. The remaining twenty (20) days of the thirty-day suspension shall be  
20 stayed for two (2) years upon the following terms and conditions:

21                   1. That Respondent LEGACY LIVING INC. shall obey all laws,  
22 rules and regulations governing the rights, duties and responsibilities of a real estate licensee in  
23 the State of California; and

24                   2. That no final subsequent determination be made after hearing or  
25 upon stipulation, that cause for disciplinary action occurred within two (2) years from the  
26 effective date of this Decision and Order. Should such a determination be made, the  
27 Commissioner may, in her discretion, vacate and set aside the stay order and re-impose all or a

1 portion of the stayed suspension. Should no such determination be made under this section, the  
2 stay imposed herein shall become permanent.

3 **II. AUDIT COSTS**

4 Pursuant to Code section 10148, Respondent LEGACY LIVING INC. shall,  
5 jointly and severally with Respondent DERRICK KWASHI D'ACOLATSE, pay the  
6 Commissioner's reasonable costs for the audit which led to this disciplinary action in the amount  
7 of **\$4,302.00**. Respondents shall pay such costs within sixty (60) days of receiving an invoice  
8 therefor from the Commissioner. Payment of the audit costs should not be made until  
9 Respondents receive the invoice. If Respondent LEGACY LIVING INC. fails to satisfy this  
10 condition in a timely manner as provided for herein, Respondent LEGACY LIVING INC.'s real  
11 estate licenses shall automatically be suspended until payment is made in full, or until a decision  
12 providing otherwise is adopted following a hearing held pursuant to this condition.

13 **III. SUBSEQUENT AUDIT COSTS**

14 Pursuant to Code section 10148, Respondent LEGACY LIVING INC. shall,  
15 jointly and severally with Respondent DERRICK KWASHI D'ACOLATSE, pay the  
16 Commissioner's reasonable costs, not to exceed **\$5,377.50**, for a subsequent audit to determine if  
17 Respondents have corrected the violations found in the Determination of Issues. In calculating  
18 the amount of the Commissioner's reasonable costs, the Commissioner may use the estimated  
19 average hourly salary for all persons performing audits of real estate brokers, and shall include  
20 an allocation for travel time to and from the auditor's place of work. Respondent LEGACY  
21 LIVING INC. shall pay such costs within sixty (60) days of receiving an invoice therefor from  
22 the Commissioner. If Respondent LEGACY LIVING INC. fails to satisfy this condition in a  
23 timely manner as provided for herein, Respondent LEGACY LIVING INC.'s real estate licenses  
24 shall automatically be suspended until payment is made in full, or until a decision providing  
25 otherwise is adopted following a hearing held pursuant to this condition.

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1 satisfy this condition in a timely manner as provided for herein, Respondent DERRICK  
2 KWASHI D'ACOLATSE's real estate licenses shall automatically be suspended until payment  
3 is made in full, or until a decision providing otherwise is adopted following a hearing held  
4 pursuant to this condition.

5 **III. SUBSEQUENT AUDIT COSTS**

6 Pursuant to Code section 10148, Respondent DERRICK KWASHI  
7 D'ACOLATSE shall, jointly and severally with Respondent LEGACY LIVING INC., pay the  
8 Commissioner's reasonable costs, not to exceed **\$5,377.50**, for a subsequent audit to determine if  
9 Respondents have corrected the violations found in the Determination of Issues. In calculating  
10 the amount of the Commissioner's reasonable costs, the Commissioner may use the estimated  
11 average hourly salary for all persons performing audits of real estate brokers, and shall include  
12 an allocation for travel time to and from the auditor's place of work. Respondent DERRICK  
13 KWASHI D'ACOLATSE shall pay such costs within sixty (60) days of receiving an invoice  
14 therefor from the Commissioner. If Respondent DERRICK KWASHI D'ACOLATSE fails to  
15 satisfy this condition in a timely manner as provided for herein, Respondent DERRICK  
16 KWASHI D'ACOLATSE's real estate licenses shall automatically be suspended until payment  
17 is made in full, or until a decision providing otherwise is adopted following a hearing held  
18 pursuant to this condition.

19 **IV. INVESTIGATION AND ENFORCEMENT COSTS**


20 Respondent DERRICK KWASHI D'ACOLATSE shall pay, jointly and severally  
21 with Respondent LEGACY LIVING INC., the sum of **\$1,789.65**, which is the Commissioner's  
22 reasonable cost of the investigation (\$812.85) and enforcement (\$976.80) that led to this  
23 disciplinary action. Said payment shall be in the form of a cashier's check made payable to the  
24 Department of Real Estate. The investigative and enforcement costs must be delivered to the  
25 Department of Real Estate, Flag Section at 651 Bannon Street, Suite 504, Sacramento, CA  
26 95811, **prior to the effective date of this Decision and Order**. Payment of investigation and  
27 enforcement costs should not be made until the Stipulation has been approved by the

1 Commissioner. If Respondent DERRICK KWASHI D'ACOLATSE fails to satisfy this  
2 condition in a timely manner as provided for herein, Respondent DERRICK KWASHI  
3 D'ACOLATSE's real estate licenses shall automatically be suspended until payment is made in  
4 full, or until a decision proving otherwise is adopted following a hearing pursuant to this  
5 condition.

6 **V. TRUST FUND ACCOUNTING AND HANDLING COURSE**

7 Respondent DERRICK KWASHI D'ACOLATSE shall, within nine (9) months  
8 from the effective date of this Decision and Order, present evidence satisfactory to the Real  
9 Estate Commissioner that he has, since the most recent issuance of an original or renewal real  
10 estate license, taken and successfully completed the continuing education course on trust fund  
11 accounting and handling specified in paragraph (3) of subdivision (a) of Code Section 10170.5.  
12 If Respondent fails to satisfy this condition, Respondent DERRICK KWASHI D'ACOLATSE's  
13 real estate licenses shall be automatically suspended until he presents evidence satisfactory to the  
14 Commissioner of having taken and successfully completed the trust fund accounting and  
15 handling course. Proof of completion of the continuing education course must be delivered to  
16 the Department of Real Estate, Flag Section, 651 Bannon Street, Suite 504, Sacramento, CA  
17 95811.

18  
19 DATED: 02/10/2026

  
\_\_\_\_\_  
Kathy Yi, Counsel for  
Department of Real Estate

21 \* \* \*

22 **EXECUTION OF THE STIPULATION**


23 Respondents have read the Stipulation, have discussed it with their counsel, and  
24 its terms are understood by Respondents and are agreeable and acceptable to Respondents.  
25 Respondents understand that Respondents are waiving rights given to them by the California  
26 Administrative Procedure Act (including but not limited to Sections 11506, 11508, 11509 and  
27 11513 of the Government Code), and Respondents willingly, intelligently and voluntarily waive

1 those rights, including the right of requiring the Commissioner to prove the allegations in the  
2 Accusation at a hearing at which Respondents would have the right to cross-examine witnesses  
3 against them and to present evidence in defense and mitigation of the charges.

4 Respondents agree, acknowledge, and understand that Respondents cannot  
5 rescind or amend this Stipulation and Agreement. By signing this Stipulation, Respondents  
6 understand and agree that Respondents may not withdraw Respondents' agreement or seek to  
7 rescind the Stipulation prior to the time the Commissioner considers and acts upon it or prior to  
8 the effective date of the Stipulation and Order.

9 Respondents can signify acceptance and approval of the terms and conditions of  
10 this Stipulation and Agreement by electronically e-mailing a copy of the signature page, as  
11 actually signed by Respondents, to the Department. Respondents agree, acknowledge, and  
12 understand that by electronically sending to the Department an electronic copy of Respondents'  
13 actual signatures, as they appear on the Stipulation, that receipt of the emailed copy by the  
14 Department shall be as binding on Respondents as if the Department had received the original  
15 signed Stipulation. Alternatively, Respondents can signify acceptance and approval of the terms  
16 and conditions of this Stipulation and Agreement by mailing the original signed Stipulation and  
17 Agreement to: Kathy Yi, Department of Real Estate, 320 West 4th Street, Suite 350, Los  
18 Angeles, California 90013-1105.

19  
20 Dated: 2/10/2026

  
LEGACY LIVING INC.  
Respondent  
By: Derrick D'Acolatse

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23  
24 Dated: 2/10/2026

  
DERRICK KWASHI D'ACOLATSE  
Respondent

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The foregoing Stipulation and Agreement is hereby adopted as my Decision as to Respondents LEGACY LIVING INC. and DERRICK KWASHI D'ACOLATSE, individually and as Designated Officer of Legacy Living Inc., and shall become effective at 12 o'clock noon on 4/22/26.

IT IS SO ORDERED March 23, 2026.

CHIKA SUNQUIST  
REAL ESTATE COMMISSIONER

