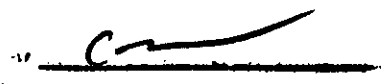


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FILED
MAR - 7 2006
DEPARTMENT OF REAL ESTATE



BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of) NO. H-26529 LA
RONALD CARL TAYLOR,)
Respondent.)

ORDER GRANTING REINSTATEMENT OF LICENSE

On June 11, 1996, a Decision was rendered herein
revoking Respondent's real estate broker license.

On February 5, 1998, Respondent petitioned for
reinstatement of said real estate broker license.

On October 27, 1998, an Order Denying Reinstatement
of License was filed. Said Order denied Respondent's
petition for reinstatement, but granted Respondent the
right to apply for and be issued a restricted real estate
broker license.

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1 On December 17, 2002, Respondent again petitioned
2 for reinstatement of his real estate broker license and the
3 Attorney General of the State of California has been given
4 notice of the filing of said petition.
5

6 I have considered the petition of Respondent and the
7 evidence and arguments in support thereof including Respondent's
8 record as a restricted licensee. Respondent has demonstrated
9 to my satisfaction that Respondent meets the requirements of
10 law for the issuance to Respondent of an unrestricted real
11 estate broker license and that it would not be against the
12 public interest to issue said license to Respondent.

13 NOW, THEREFORE, IT IS ORDERED that Respondent's
14 petition for reinstatement is granted and that a real estate
15 broker license be issued to Respondent if Respondent satisfies
16 the following conditions within nine (9) months from the date
17 of this Order:

18 1. Submittal of a completed application and payment
19 of the fee for a real estate broker license.

20 2. Submittal of evidence of having, since the most
21 recent issuance of an original or renewal real estate license,
22 taken and successfully completed the continuing education
23 requirements of Article 2.5 of Chapter 3 of the Real Estate
24 Law for renewal of a real estate license.

25 ///

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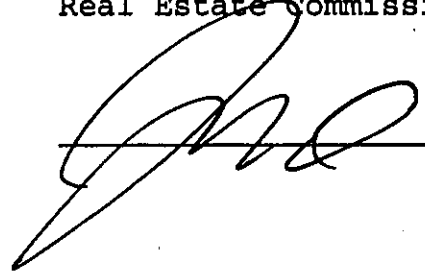
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This Order shall become effective immediately.

DATED: 3-2-05

JEFF DAVI
Real Estate Commissioner



cc: Ronald Carl Taylor
619 36th Street
Newport Beach, CA 92663

P.O. Box 193
Corona Del Mar, CA 92625

Just
file

FILED
OCT 27 1998
DEPARTMENT OF REAL ESTATE

By Jana B. Orna

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DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

* * * *

In the Matter of the Accusation of)	NO. H-26529 LA
)	
RONALD CARL TAYLOR)	
)	
Respondent.)	
_____)	

ORDER DENYING REINSTATEMENT OF LICENSE

On June 11, 1996, a Decision was rendered herein revoking the real estate broker license of Respondent, RONALD CARL TAYLOR (hereinafter "Respondent"), effective July 5, 1996.

On February 5, 1998, Respondent petitioned for reinstatement of said real estate broker license and the Attorney General of the State of California has been given notice of the filing of said petition.

I have considered the petition of Respondent and the evidence submitted in support thereof. Respondent has failed to demonstrate to my satisfaction that he has undergone sufficient rehabilitation to warrant the

1 reinstatement of his real estate broker license at this time.
2 This determination has been made in light of Respondent's
3 history of acts and conduct which are substantially related
4 to the qualifications, functions and duties of a real estate
5 licensee. That history includes:

6 I

7 In the Decision and Order which revoked his real
8 estate broker's license there was a Determination of Issues
9 made that there was sufficient cause to revoke the license of
10 Respondent pursuant to Sections 10177(d) and 10177(h) of the
11 California Business and Professions Code (Code) for his
12 violations of Section 10148 of the Code and Sections 2830,
13 2831 and 28331.2 of Title 10, Chapter 6 of the California
14 Code of Regulations. Respondent now acknowledges that he
15 failed to give enough attention to employees running his
16 Property Management business and he admits that he was sloppy
17 in his hiring and business practices. Claimed refunds have
18 now been paid to the satisfaction of all his former clients.

19 II

20 Due to very serious nature of these previous
21 violations not enough time has passed to establish that
22 Respondent is now fully rehabilitated. This is cause to deny
23 his petition pursuant to Section 2911(a) of the Regulations.

24
25 NOW, THEREFORE, IT IS ORDERED that Respondent's
26 petition for reinstatement of his broker's license is denied.
27 However, Respondent has offered evidence that he is partially
rehabilitated and it appears that Respondent will pose no



1 danger to the public if issued a properly restricted real
2 estate broker license.

3 Therefore, a restricted real estate broker license
4 shall be issued to Respondent pursuant to Section 10156.5 of
5 the Code after Respondent satisfied the following conditions
6 within six (6) months from the date of this Order:

7 1. Submittal of evidence that Respondent has,
8 since his license was revoked, taken and successfully passed
9 the Continuing Education Requirements of Section 10170.5 of
10 the Business and Professions Code for renewal of a real
11 estate license.

12 2. Submittal of a completed application and payment
13 of the fee for a restricted real estate broker license.

14 The restricted license issued to Respondent shall
15 be subject to all of the provisions of Section 10156.7 of the
16 Code and to the following limitations, conditions and
17 restrictions imposed under authority of Section 10156.5 of
18 said Code:

19 1. The restricted license shall not confer any
20 property right in the privileges to be exercised thereunder
21 and the Real Estate Commissioner may by appropriate order
22 suspend prior to hearing the right of Respondent to exercise
23 any privileges granted under the restricted license in the
24 event of:

25 (a) The conviction of Respondent (including a plea
26 of nolo contendere) of a crime which bears a significant
27 relationship to Respondent's fitness or capacity as a real
estate licensee.



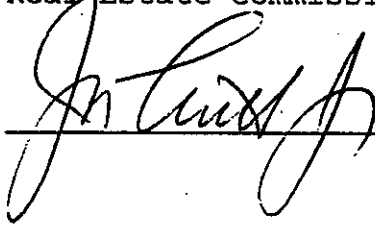
1 (b) The receipt of evidence satisfactory to the
2 Real Estate Commissioner that subsequent to the date of the
3 Order herein Respondent has violated provisions of the
4 California Real Estate Law, Regulations of the Real Estate
5 Commissioner, or conditions attaching to said restricted
6 license.

7 Respondent shall not be eligible to apply for the
8 issuance of an unrestricted real estate license nor the
9 removal of any of the conditions, limitations or restrictions
10 attaching to the restricted license until at least one year
11 has elapsed from the effective date of this Order.

12 This Order shall become effective at 12
13 o'clock noon on NOV 17 1998 1998.

14
15 DATED; 10/20/98

16
17 JIM ANTT, JR.
18 Real Estate Commissioner

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21

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24
25 RONALD CARL TAYLOR
26 2107 Yacht Grayling
27 Newport Beach, California 92660



1 Department of Real Estate
2 107 South Broadway, Room 8107
3 Los Angeles, California 90012
4
5 (213) 897-3937

FILED
JUN 14 1996
DEPARTMENT OF REAL ESTATE

By C. Bay

8 DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * * * *

11 In the Matter of the Accusation of) No. H-26529 LA
12)
12 RONALD CARL TAYLOR,)
12 individually and dba)
13 The Prudential Newport Realty)
13 and Taylor Crow & Company,)
14)
14 Respondent.)
15)

16 STIPULATION AND AGREEMENT IN SETTLEMENT AND ORDER

17 It is hereby stipulated by and between RONALD CARL
18 TAYLOR, individually and dba The Prudential Newport Realty and
19 Taylor Crow & Company (hereinafter "Respondent") represented by
20 Lawrence H. Lackman, Esq., and the Complainant, acting by and
21 through Chris Leong, Counsel for the Department of Real Estate,
22 as follows for the purpose of settling and disposing of the
23 Accusation filed on March 14, 1996:

- 24 1. All issues which were to be contested and all
25 evidence which was to be presented by Complainant and Respondent
26 at a formal hearing on the Accusation, which hearing was to be
27 held in accordance with the provisions of the Administrative

1 Procedures Act (APA), shall instead and in place thereof be
2 submitted solely on the basis of the provisions of this
3 Stipulation and Agreement in Settlement and Order (hereinafter
4 "Stipulation").

5 2. Respondent has received, reviewed and understands
6 the Accusation, the Statement to Respondent, and the Discovery
7 Provisions of the APA filed by the Department of Real Estate in
8 the above-captioned proceeding.

9 3. On April 1, 1996, Respondent filed a Notice of
10 Defense pursuant to Section 11505 of the Government Code for the
11 purpose of requesting a hearing on the allegations in the
12 Accusation. Respondent hereby freely and voluntarily withdraws
13 said Notice of Defense. Respondent acknowledges that he
14 understands he will thereby waive his right to require the
15 Commissioner to prove the allegations in the Accusation at a
16 contested hearing, held in accordance with the provisions of the
17 APA and that he will waive other rights afforded to him in
18 connection with the hearing, such as the right to present
19 evidence in defense of the allegations in the Accusation and the
20 right to cross-examine witnesses.

21 4. Respondent, pursuant to the limitations set forth
22 below, hereby acknowledges that the factual allegations in
23 Paragraphs 1 through 47 of the Accusation, are true and correct
24 and are the basis of this Stipulation. The Real Estate
25 Commissioner shall not be required to provide further evidence of
26 such allegations.

27

1 5. It is understood by the parties that the Real
2 Estate Commissioner may adopt the Stipulation as his decision in
3 this matter thereby imposing the penalty and sanctions on
4 Respondent's real estate license and license rights as set forth
5 in the below "Order". In the event that the Commissioner in his
6 discretion does not adopt the Stipulation, the Stipulation shall
7 be void and of no effect, and Respondent shall retain the right
8 to a hearing and proceeding on the Accusation under all the
9 provisions of the APA, and shall not be bound by any admission or
10 waiver made herein.

11 6. The Order, or any subsequent Order of the Real
12 Estate Commissioner, made pursuant to this Stipulation shall not
13 constitute an estoppel, merger or bar to any further disciplinary
14 or civil proceedings by the Department of Real Estate with
15 respect to any matters which are not specifically alleged to be
16 causes for accusation in this proceeding. This Stipulation and
17 any other Order made pursuant hereto shall have no collateral
18 estoppel or res judicata effect in any proceeding in which the
19 Respondent and the Department (or the Department's
20 representative) are not parties. This Stipulation is made by
21 Respondent and received by the Commissioner and the Department
22 with the express understanding that it is for the purpose of
23 settling these proceedings only, and except as provided herein,
24 this Stipulation is not intended as, and shall not be deemed,
25 used, or accepted as an acknowledgement of admission in any
26 judicial or other proceedings to which this Department is not a
27 party.

1 DETERMINATION OF ISSUES

2 By reason of the foregoing stipulations, admissions and
3 waivers and solely for the purpose of settlement of the pending
4 Accusation without a hearing or determination on the merits, it is
5 stipulated and agreed that Respondent's real estate license and
6 license rights may be revoked under the provisions of Sections
7 10148, 10177(h) and 10177(d) of the Code and Sections 2830, 2831,
8 and 2831.2 of the Regulations.

9 ORDER

10 WHEREFORE, THE FOLLOWING ORDER is hereby made:

11 The license and license rights of Respondent RONALD
12 CARL TAYLOR, individually and dba The Prudential Newport Realty
13 and Taylor Crow & Company, under the provisions of Part 1 of
14 Division 4 of the Business and Professions Code, are hereby
15 revoked commencing on the effective date of the Decision entered
16 herein.

17
18 DATED: 6/3/96

Chris Leong
19 CHRIS LEONG
Counsel for Complainant

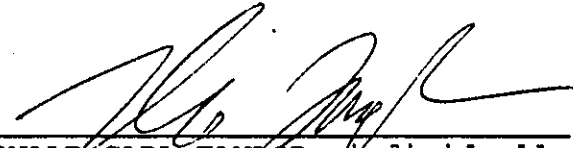
20 * * * * *

21 I have read the Stipulation, and its terms are
22 understood by me and are agreeable and acceptable to me. I
23 understand that I am waiving rights given to me by the California
24 Administrative Procedure Act (including but not limited to
25 Sections 11506, 11508, 11509 and 11513 of the Government Code),
26 and I willingly, intelligently and voluntarily waive those
27 rights, including the right of requiring the Commissioner to

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prove the allegations in the Accusation at a hearing at which I would have the right to cross-examine witnesses against me and to present evidence in defense and mitigation of the charges.

DATED: 5/30/96


RONALD CARL TAYLOR, individually
and dba The Prudential Newport
Realty and Taylor Crow & Company
Respondent

DATED: 5-30-96

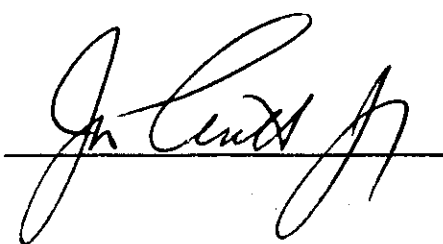

LAWRENCE H. LACKMAN, ESQ.
Counsel for Respondent

* * * * *

The foregoing Stipulation and Agreement in Settlement
is hereby adopted as my Decision and Order and shall become
effective at 12 o'clock noon on July 5, 1996.

IT IS SO ORDERED 6-11-96

JIM ANTT, JR.
Real Estate Commissioner



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CHRIS LEONG, Counsel
Department of Real Estate
107 South Broadway, Room 8107
Los Angeles, CA 90012

(213) 897-3937

FILED
MAR 14 1996
DEPARTMENT OF REAL ESTATE

By C. By

DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

* * * *

In the Matter of the Accusation of)	No. H-26529 LA
RONALD CARL TAYLOR,)	<u>A C C U S A T I O N</u>
individually and dba)	
The Prudential Newport Realty)	
and Taylor Crow & Company,)	
Respondent.)	

The Complainant, Thomas McCrady, a Deputy Real Estate Commissioner of the State of California, for cause of Accusation against RONALD CARL TAYLOR, individually and dba The Prudential Newport Realty and Taylor Crow & Company ("Respondent"), is informed and alleges as follows:

1.

The Complainant, Thomas McCrady, a Deputy Real Estate Commissioner of the State of California, makes this Accusation against Respondent in his official capacity.

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2.

At all times herein mentioned, Respondent was and still is licensed by the Department as a real estate broker and dba The Prudential Newport Realty and Taylor Crow & Company.

3.

At all times mentioned herein, in California, for or in expectation of compensation, Respondent was acting as a real estate broker and property manager as defined in Subdivisions (a) and (b) of Section 10131 of the Business and Professions Code ("Code") by conducting real estate sales business by soliciting buyers or sellers wherein Respondent arranged, negotiated, processed, and consummated on behalf of others, the negotiation of sales of real property. In addition, Respondent conducted property management business by soliciting owners or tenants wherein Respondent arranged, negotiated, processed, and consummated on behalf of others, the negotiation of leases of real property.

Via Lido Soud Transaction

4.

On or about October 11, 1994, Respondent negotiated a Property Management and Leasing Agreement with Frances and James Martindale to act as agent and gain the exclusive right to rent, lease, operate and manage real property located at 648 Via Lido Soud in Newport Beach, CA ("Via Lido Soud").

5.

On or about February 22, 1995, Respondent negotiated a Residential Rental Agreement with John Cavanaugh and D. Denise

1 Snyder ("Snyders") to lease Frances Martindale's ("Martindale")
2 Via Lido Soud property. The Snyders agreed to pay rental
3 installments at a monthly rate of \$1,950.00 payable in advance
4 beginning March 15, 1995 and ending March 14, 1996, for a total
5 rent of \$23,400.00. Tenants deposited \$2,050.00 with Respondent
6 as a Security Deposit for rental of Via Lido Soud property.

7 6.

8 On or about March 24, 1995, Respondent generated a
9 Complete Unit Rental Statement ("CURS") verifying receipt of
10 tenant's security deposit in the amount of \$2,050.00
11 Respondent abandoned Prudential Newport Realty's ("PNR") office
12 before giving the Snyders' security deposit or any Via Lido Soud
13 final accounting statement to Martindale. Respondent did not
14 make his records available to the Department of Real Estate
15 ("DRE") for examination, inspection or copying despite repeated
16 attempts to make arrangements to inspect his records.
17 Respondent failed to maintain records of his activities
18 requiring a license, for a period of three years, including
19 records regarding the Via Lindo Soud property.

20 Lindo Park Dr. Transaction

21 7.

22 On or about August 30, 1995, Respondent negotiated a
23 90-day Exclusive Authorization To Lease Or Rent Agreement with
24 Ehla Jo Triplett ("Triplett") to lease real property located at
25 611 Lido Park Drive, Unit No. 7C in Newport Beach, CA ("Lido
26 Park") at a monthly rate of \$1,650.00.
27

1 8.

2 On or about August 30, 1995, Respondent negotiated a
3 one year Residential Lease Agreement to lease the Lido Park
4 property to Neil Wasserman ("Wasserman"). Wasserman agreed to
5 pay a total rent of \$18,900.00 in monthly installments of
6 \$1,575.00 to lease the Lido Park property beginning October 1,
7 1995 and ending September 30, 1996. Wasserman paid the first
8 months rent in advance, a security deposit of \$1,600.00 and a
9 move-in fee of \$750.00 (\$500.00 refundable/\$250.00 non-
10 refundable). Triplett as, owner of the Lido Park property,
11 agreed to pay Respondent compensation equal to six percent of
12 the total lease amount.

13 9.

14 On October 6, 1995, Respondent issued his Trust
15 Account Check No. 0011607 payable in the amount of \$750.00 to
16 Vista Del Lido for payment of the move-in fee. The check was
17 returned to Vista Del Lido because of insufficient funds in
18 Taylor's Union Bank, Trust Account No. 0620013374, with a
19 122000496 routing ("Union Trust Account"). Triplett was made to
20 reimburse Vista Del Lido \$750.00 for the move-in fee.

21 10.

22 On November 30, 1995, real estate salesperson Maria
23 Harper ("Harper") of PNR confirmed via letter that Wasserman
24 paid \$1,422.95 prorated October rent, security deposit of
25 \$1,600.00 and a move-in-fee of \$750.00. Taylor, as agent, did
26 not give Triplett any monthly account statements, monthly rents,
27

1 move-in fee or the security deposit that he received from
2 Wasserman prior to abandoning PNR's office.

3 Wright Transaction

4 11.

5 On or about September 2, 1995, Respondent negotiated a
6 Short Term Rental Agreement ("STRA") with Jerold and Eileen
7 Wright ("Wrights") to lease real property located at 6604 W.
8 Oceanfront in Newport Beach, CA ("Oceanfront"). Said lease on
9 real property owned by Douglas and Joyce Edlund (Edlunds) was
10 negotiated to begin occupancy on September 30, 1995 and end on
11 October 30, 1995. Respondent did not collect any city tax from
12 the Wrights because the lease agreement was not subject to
13 transient occupancy tax. On September 2, 1995, the Wrights
14 issued their personal check, No. 2742, payable to Respondent in
15 the amount of \$2,775.00 as full payment to rent the Oceanfront
16 property for one month.

17 12.

18 On September 6, 1995, Respondent deposited the
19 Wright's check, No. 2742, in his Union Trust Account. On
20 November 1, 1995, the Edlunds sent a letter to Respondent
21 requesting payment in the amount of \$2,840.00, inclusive of the
22 Wrights' rental payment of \$2,775.00, as full payment of money
23 owed to them for rental of the 6604 W. Oceanfront property.
24 Respondent did not give the Wrights' September 2, 1995, rental
25 payment or any final accounting statement to the Edlunds before
26 abandoning PNR's office, but converted said funds for his own
27 use.

1 Brinkofski Transaction

2 13.

3 On or about October 6, 1995, Respondent negotiated a
4 STRA with Theodore G. Brinkofski ("Brinkofski") to lease the
5 Edlunds' real property located at 6604 W. Oceanfront in Newport
6 Beach, CA for two adults. The lease on the Oceanfront property
7 owned by the Edlunds was negotiated to begin occupancy on March
8 1, 1996 and end on March 31, 1996 (over thirty days).

9 Respondent did not collect any city tax from the Wrights because
10 the lease agreement was not subject to transient occupancy tax.

11 14.

12 On or about October 10, 1995, Brinkofski paid
13 Respondent a security deposit of \$500.00 via check, No. 2726, to
14 reserve the Oceanfront property for leasing for the entire month
15 of March 1996. On October 13, 1995, Respondent deposited
16 Brinkofski's security deposit in his Union Trust Account.

17 15.

18 On or about October 31, 1995, Brinkofski requested
19 Taylor, via his letter dated October 31, 1995 to the attention
20 of Lisa Warren, aka Pam Miller, to return his deposit on the
21 Oceanfront property because he was informed that the owner did
22 not want to rent the Oceanfront property during the time
23 stipulated on the STRA. Respondent did not return Brinkofski's
24 \$500.00 deposit money before abandoning PNR's office.

25 /

26 /

Scheuermann Transaction

16.

On or about July 10, 1995, Respondent negotiated a STRA with W. James and Terri Scheuermann ("Scheuermanns") for a short term rental of property located at 3014 W. Oceanfront, Newport Beach, CA.

17.

On the respective dates of July 10, 1995 and July 31, 1995, the Scheuermanns issued Check No. 0668 and Check No. 0669 in equal amounts of \$1,232.50 as full payment to lease 3014 W. Oceanfront property to begin on August 19, 1995 and end on September 2, 1995. Respondent charged the Scheuermanns in the respective amounts of \$50.00 for cleaning, \$25.00 for processing and a 10% City Tax of \$190.00. Respondent agreed to return the security deposit in the amount of \$300.00 "within 21 days by mail, less possible deductions for cleaning or repairs as decided by owner or agent after checkout inspection".

18.

On or about July 13, 1995 and August 3, 1995 respectively, Respondent deposited the Scheuermanns' checks, No. 0668 and No. 0669, in his Union Trust Account. On or about November 4, 1995, the Scheuermanns requested, in writing, return of their security deposit in the amount of \$300.00 from Respondent according to the terms and conditions of the rental agreement. Respondent failed to return any portion of the security deposit to the Scheuermanns within 21 days as previously agreed.

Bay Ave. Transaction

19.

On or about July 6, 1995, Respondent executed a Property Management And Leasing Agreement ("PMLA") between Edward R. ("Sandy") Gould, Jr. ("Gould") and Prudential Newport Realty during solicitation to rent, lease, operate and manage Gould's real property located at 112 E. Bay Ave., Balboa, CA 92661 ("E. Bay"). The agreement was made to commence on July 6, 1995 and terminate one year following the commencement date. Respondent agreed to lease or rent the E. Bay property for weekly rates of \$2,800.00 during July and \$2,000.00 during August.

20.

On July 17, 1995, Respondent generated a CURS on Gould's E. Bay property confirming that Respondent received a total rent of \$7,000.00. The CURS indicates that Respondent disbursed \$5,800.00 of the amount to Gould with an ending balance in the amount of \$150.00 owed to Gould after commissions were paid. Respondent continued to lease Gould's 112 E. Bay property as authorized by the PMLA. Respondent collected rents and security deposits from the tenants. However, Respondent discontinued providing Gould with monthly CURS to show an accounting of the rents and security deposits he collected on the E. Bay property.

21.

On or about October 27, 1995, Gould demanded payment of over \$5,000.00 for rental fees accepted by Respondent by

1 renting the E. Bay property between August 8, 1995 through
2 August 25, 1995 and August 28, 1995 through September 11, 1995.
3 Gould calculated that Respondent owes him approximately
4 \$7,000.00 as his rightful share of past rents collected on E.
5 Bay property, and expenses incurred by tenants during the days
6 in August and September that tenants leased the E. Bay property.

7 Cagney Transaction

8 22.

9 On or about March 13, 1995, Respondent negotiated a
10 sub-lease between himself and Richard M. Taylor for real
11 property located at 950 Cagney, Unit 107, Newport Beach, CA
12 92663 ("Cagney"). Respondent negotiated the sub-lease without
13 the knowledge or consent of Nikki Martin as owner of the Cagney
14 property. Richard M. Taylor agreed to lease the Cagney property
15 beginning March 19, 1995 and ending July 18, 1995. Richard M.
16 Taylor, as tenant, agreed to pay \$5,000.00 in advance of
17 occupancy and make an additional deposit in the amount of
18 \$1,720.00, including a \$1,500.00 security deposit.

19 23.

20 On or about July 19, 1995, Respondent renegotiated the
21 sub-lease between himself and Richard M. Taylor on the Cagney
22 property to increase the monthly rental rate from \$1,250.00 to
23 \$1,395.00. On October 31, 1995, Respondent informed Richard M.
24 Taylor that Nikki Martin, as owner of the Cagney property, was
25 terminating their month-to-month sub-lease agreement.

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24.

On November 1, 1995, Nikki Martin and Richard M. Taylor agreed to the terms and conditions of a new month-to-month lease agreement. Respondent did not refund any portion of the \$1,500.00 security deposit fee to Richard M. Taylor when their month-to-month sub-lease ended.

Seashore Dr. Transaction

25.

On or about June 24, 1995, Respondent negotiated a STRA with Marla Brinkerhoff ("Brinkerhoff") to rent property located at 4207 and 4207 1/2 Seashore Dr., Newport Beach, CA ("Seashore Dr."). Richard E. Thompson ("Thompson"), as owner of the Seashore Dr. property, approved the lease agreement to begin on July 8, 1995 and end on July 15, 1995.

26.

On or about June 26, 1995, Brinkerhoff paid a total sum of \$2,720.00 in advance to pay the total rent of \$2,200.00, City Tax of \$220.00, security deposit of \$200.00, processing fee of \$25.00 and a cleaning fee of \$75.00 to lease the Seashore Dr. property from July 8, 1995 to July 15, 1995. Brinkerhoff received Receipt No. 179100 to confirm her rental of Thompson's Seashore Dr. property.

27.

In or about July 1995, Respondent negotiated another STRA for Thompson to lease the Seashore Dr. property to begin on July 22, 1995 and end on July 29, 1995. Taylor, as agent, did not give Thompson any monthly Seashore Dr. property account

1 statements to verify the rental beginning July 22, 1995, rental
2 fees, or security deposits that he received from transient
3 tenants.

4 27th St. Transaction

5 28.

6 In or before April 1995, Respondent negotiated a STRA
7 to lease real property located at 119 and 119 1/2 27th St. owned
8 by Joseph and Joan Tallman ("Tallmans"). Respondent prepared a
9 CURS confirming that the Tallman's owed a balance of \$2,763.75
10 for rental of 119 1/2 27th property.

11 29.

12 On or about November 14, 1995, the Tallman's informed
13 Lisa Warren, aka Pam Miller, that \$2,763.75 was required to
14 settle the final balance owed on his account for rents collected
15 in August (1995). On or about January 29, 1996, Pam Miller
16 issued Downey Savings Cashier's Check No. 00410009101 payable to
17 Joseph W. Tallman in the amount of \$2,763.75 to close out his
18 account with Respondent and settle a small claims matter filed
19 against Taylor.

20 Court Transaction

21 30.

22 On or about May 3, 1995, Respondent negotiated an STRA
23 with Jeff Johnson ("Johnson") to lease property located at
24 1925 Court, Unit B, Newport Beach, CA ("Court"). On May 9,
25 1995, Johnson paid Respondent \$300.00 as a security deposit to
26 lease the Court property from August 8, 1995 to September 2,
27 1995. Respondent agreed to return Johnson's security deposit

1 within 21 days by mail, less possible deductions for cleaning or
2 repairs as decided by owner or agent.

3 31.

4 On June 7, 1995 and July 5, 1995, Karen Johnson paid
5 Respondent \$255.00 and \$1,000.00, respectively, to pay the total
6 rental fee of said lease. Respondent deposited Johnson's checks
7 in the total sum of \$1,550.00 into his Union Trust Account.

8 On or about October 16, 1995, Johnson demanded return of her
9 security deposit from Respondent after waiting 21 days.

10 Respondent refused to return Johnson's \$300.00 deposit money as
11 agreed.

12 32.

13 On or about August 15, 1995 and August 24, 1995,
14 Respondent ordered printing of 500 Quicken Checks from Forms For
15 Less at a total cost of \$154.51 and \$105.03, respectively.

16 On August 28, 1995, Respondent issued his Marine National Bank
17 Operating Account No. 0205595301 ("Marine Operating Account")
18 check, No. 1438, payable in the amount of \$154.51 to Forms For
19 Less.

20 33.

21 On or about October 16, 1995, Respondent ordered
22 printing of 2000 Quicken Checks from Forms For Less at a total
23 cost of \$313.67. On or about October 24, 1995, Wells Fargo Bank
24 notified Forms For Less that Taylor's Marine Operating Account
25 check, No. 1438, in the amount of \$154.51 did not clear because
26 of insufficient funds.

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34.

On November 8, 1995, Forms For Less demanded payment in the amounts of \$105.03 for Taylor's 500 Quicken Checks ordered August 24, 1995 and \$313.67 for Taylor's 2000 Quicken Checks ordered on October 16, 1995. Respondent failed to remit payment in the total sum of \$418.70 to Forms For Less for producing his Quicken Checks.

35.

On or about July 28, 1995, September 27, 1995, September 28, 1995, September 29, 1995, October 13, 1995 and October 16, 1995, Respondent issued Union Trust Account checks payable in the respective amounts of \$628.14, \$5,879.44, \$4,799.63, \$5,245.77, \$5,664.23 and \$3,965.58 (total \$26,182.79) payable to himself (dba Prudential Newport Realty). Respondent debited his Union Trust Account by \$26,182.79 and commingled the money with money in his Marine Operating Account. Between September 30, 1995 and October 31, 1995, Respondent developed a shortage in his Trust Account, No. 0620013374, in an amount equal to or greater than \$25,431.95.

36.

On October 12, 1995, Respondent issued his Marine Operating Account check, No. 14758, payable to himself in the amount of \$4,898.55 and converted the trust funds for his own use.

1 Office Abandonment

2 37.

3 In or about 1972, Respondent was licensed as a real
4 estate broker. The mailing address for Respondent, registered
5 with the Department, was 3377 Via Lido, Newport Beach, CA 92663.
6 As of October 25, 1995, Respondent has abandoned his addresses;
7 has not informed the Department of his new address, and has
8 failed to maintain an office in California for the transaction
9 of business.

10 FIRST CAUSE OF ACCUSATION

11 (Violation by Respondent of Sections 10148 and 10177(d) of the
12 Code)

13 38.

14 As a First Cause of Accusation, Complainant
15 incorporates herein by this reference the Preamble and each of
16 the allegations in Paragraphs 1 through 37, herein above.

17 39.

18 The conduct of Respondent, in failing to provide
19 records, and records as alleged in Paragraphs 1 through 38,
20 constitutes violation under Section 10148 of the Code. Said
21 conduct is cause pursuant to Section 10177(d) of the Code for
22 the suspension or revocation of all licenses and license rights
23 of Respondent under Real Estate Law.

24 SECOND CAUSE OF ACCUSATION

25 (Violation by Respondent of Section 10176(g) of the Code)

26 40.

27 As a Second Cause of Accusation, Complainant

1 incorporates herein by this reference the Preamble and each of
2 the allegations in Paragraphs 1 through 37, herein above.

3 41.

4 The conduct of Respondent, in handling trust funds as
5 alleged in Paragraphs 1 through 37, constitutes negligence or
6 incompetence under Section 10176(g) of the Code. Said conduct
7 is cause for the suspension or revocation of all licenses and
8 license rights of Respondent under Real Estate Law.

9 THIRD CAUSE OF ACCUSATION

10 (Violation by Respondent of Sections 10162 and 10165 of the
11 Code)

12 42.

13 As a Third Cause of Accusation, Complainant
14 incorporates herein by this reference the Preamble and each of
15 the allegations in Paragraphs 1 through 37, herein above.

16 43.

17 The conduct of Respondent, in abandoning his office as
18 alleged in Paragraphs 1 through 37, constitutes a violation of
19 Section 10162 of the Code. Said conduct is cause under Section
20 10165 of the Code for the suspension or revocation of all
21 licenses and license rights of Respondent under Real Estate Law.

22 FOURTH CAUSE OF ACCUSATION

23 (Violation by Respondent of Section 10176(a) and (i) of the
24 Code)

25 44.

26 As a Forth Cause of Accusation, Complainant
27 incorporates herein by this reference the Preamble and each of

1 the allegations in Paragraphs 1 through 37, herein above.

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The conduct of Respondent, in making misrepresentations to clients and converting funds as alleged in Paragraphs 1 through 37, constitutes fraud and dishonest dealings under Section 10176(a) and (i) of the Code. Said conduct is cause for the suspension or revocation of all licenses and license rights of Respondent under Real Estate Law.

FIFTH CAUSE OF ACCUSATION

(Violation by Respondent of Section 10177(j) of the Code)

46.

As a Fifth Cause of Accusation, Complainant incorporates herein by this reference the Preamble and each of the allegations in Paragraphs 1 through 37, herein above.

47.

The conduct of Respondent, in engaging in making misrepresentations to clients as alleged in Paragraphs 1 through 37, constitutes fraud and dishonest dealings under Section 10177(j) of the Code. Said conduct is cause for the suspension or revocation of all licenses and license rights of Respondent under Real Estate Law.

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WHEREFORE, Complainant prays that a hearing be conducted on the allegations of this Accusation and that upon proof thereof, a decision be rendered imposing disciplinary action against all licenses and license rights of Respondent RONALD CARL TAYLOR, individually and dba The Prudential Newport Realty and Taylor Crow & Company, under the Real Estate Law (Part 1 of Division 4 of the Business and Professions Code), and for such other and further relief as may be proper under other applicable provisions of law.

Dated at Los Angeles, California
this 14th day of March, 1996.

THOMAS MCCRADY
Deputy Real Estate Commissioner

cc: Ronald Carl Taylor
Sacto.
AK
Los Angeles Audit Section