

1 Department of Real Estate
107 South Broadway, Room 8107
2 Los Angeles, California 90012
3 Telephone (213) 897-3937
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FILED
AUG 12 1998
DEPARTMENT OF REAL ESTATE

By CB

8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of) NO. H-27176 LA
12 RONALD ISSAC FOWLKES, doing) L-1997050529
13 business as Century 21 Fowlkes) STIPULATION AND AGREEMENT
Ladera,)
14 Respondent.)
15

16 It is hereby stipulated by and between RONALD ISSAC
17 FOWLKES (sometimes referred to herein as "Respondent") and the
18 Complainant, acting by and through Darlene Averetta, Counsel for
19 the Department of Real Estate, as follows for the purpose of
20 settling and disposing of the Accusation filed on May 5, 1997,
21 in this matter:

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

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

5 3. On May 22, 1997, Respondent filed a Notice
6 of Defense pursuant to Section 11506 of the Government Code for
7 the purpose of requesting a hearing on the allegations in the
8 Accusation. In order to effectuate this settlement, Respondent
9 hereby freely and voluntarily withdraws said Notice of Defense.
10 Respondent acknowledges that he understands that by withdrawing
11 said Notice of Defense, he will thereby waive his right to
12 require the Commissioner to prove the allegations in the
13 Accusation at a contested hearing held in accordance with the
14 provisions of the APA and that he will waive other rights
15 afforded to him in connection with the hearing such as the right
16 to present evidence in defense of the allegations in the
17 Accusation and the right to cross-examine witnesses.

18 4. This Stipulation and Agreement is based on the
19 factual allegations contained in the Accusation filed in this
20 proceeding. In the interest of expedience and economy,
21 Respondent chooses not to litigate these allegations at a formal
22 administrative hearing, but to remain silent and understands
23 that, as a result thereof, these factual allegations, without
24 being admitted or denied, will serve as a prima facie basis for
25 the disciplinary action stipulated to herein. This Stipulation
26 and Agreement and Respondent's decision not to contest the
27 Accusation are hereby expressly limited to this proceeding and

1 made for the sole purpose of reaching an agreed disposition of
2 this proceeding. Respondent's decision not to contest the
3 factual allegations at a formal administrative hearing is made
4 solely for the purpose of effectuating this Stipulation and
5 Agreement and is intended to be non-binding upon him in any
6 actions against Respondent by third parties. The Real Estate
7 Commissioner shall not be required to provide further evidence to
8 prove said factual allegations.

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

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

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1 suspension. Should no such determination be made, the stay
2 imposed herein shall be permanent.

3 DATED: August 4, 1998

Darlene Averetta
4 DARLENE AVERETTA
5 Counsel for Complainant

6 * * *

7 I have read the Stipulation and Agreement and its
8 terms are understood by me and are agreeable and acceptable to
9 me. I understand that I am waiving rights given to me by the
10 California Administrative Procedure Act (including but not
11 limited to Sections 11506, 11508, 11509 and 11513 of the
12 Government Code) and I willingly, intelligently and voluntarily
13 waive those rights, including the right of requiring the
14 Commissioner to prove the allegations in the Accusation at a
15 hearing at which I would have the right to cross-examine
16 witnesses against me and to present evidence in defense and
17 mitigation of the charges.

18 DATED: 08-03-98

Ronald Issac Fowlkes
19 RONALD ISSAC FOWLKES
20 Respondent

21 * * *

22 The foregoing Stipulation and Agreement is hereby
23 adopted as my Decision in this matter and shall become effective
24 at 12 o'clock noon on September 1, 1998.

25 IT IS SO ORDERED 8/10/98

26 JIM ANTT, JR.
27 Real Estate Commissioner

Jim Antt, Jr.



SAC.

DARLENE AVERETTA, Counsel
Department of Real Estate
107 South Broadway, Room 8107
Los Angeles, California 90012

(213) 897-3937

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MAY - 5 1997
DEPARTMENT OF REAL ESTATE

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DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

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In the Matter of the Accusation of)	No. H-27176 LA
)	
RONALD ISSAC FOWLKES, doing)	<u>A C C U S A T I O N</u>
business as Century 21 Fowlkes)	
Ladera,)	
)	
Respondent.)	

The Complainant, Thomas McCrady, a Deputy Real Estate Commissioner of the State of California, for cause of Accusation against RONALD ISSAC FOWLKES, doing business as Century 21 Fowlkes Ladera, is informed and alleges in his official capacity as follows:

1.

RONALD ISSAC FOWLKES, doing business as Century 21 Fowlkes Ladera ("Respondent"), is presently licensed and/or has license rights under the Real Estate Law, Part 1 of Division 4 of the California Business and Professions Code ("Code").

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2.

3 At all times material herein, Respondent was licensed
4 by the Department of Real Estate of the State of California
5 ("Department") as a real estate broker.

6 3.

7 At all times herein mentioned, Respondent engaged in
8 the business of, acted in the capacity of, advertised or assumed
9 to act as a real estate broker in the State of California, for or
10 in expectation of compensation, within the meaning of Code
11 Section 10131(a) including the operation and conduct of a real
12 estate sale business with the public, wherein Respondent sold or
13 offered to sell, bought or offered to buy, solicited prospective
14 sellers or purchasers of, solicited or obtained listings of, or
15 negotiated the purchase, sale or exchange of real property in the
16 State of California, for another or others.

17 4.

18 On or about May 18, 1995, Respondent executed an
19 "Exclusive Authorization and Right to Sell Agreement"
20 (hereinafter "Listing Agreement") with a representative of
21 NOVUS Credit Services, Inc. (hereinafter "Seller"), wherein
22 Respondent agreed to act as agent for the sale of the property
23 located at 11142-11144 1/2 S. Normandie Avenue, Los Angeles,
24 California (hereinafter "Property"). On or about August 19,
25 1995, an "Extension and Change Agreement" was signed which
26 extended the expiration of the Listing Agreement to
27 November 18, 1995.

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5.

On or about September 17, 1995, Respondent executed a "Real Estate Purchase Contract and Receipt for Deposit" on behalf of one, Debbie Taylor (hereinafter "Buyer"), which constituted an offer on the Property. Respondent submitted said offer to the Seller on or about September 19, 1995.

6.

On or about October 18, 1995, licensed real estate broker, Yolanda Megginson (hereinafter "Megginson"), executed a "Real Estate Purchase Contract and Receipt for Deposit" on behalf of a prospective buyer, one, Iola Harris (hereinafter "Harris"), which constituted an offer on the Property. Megginson sent the offer to Respondent, via facsimile, on or about October 20, 1995, which Respondent received.

7.

On or about October 27, 1995, a counter offer was accepted between the Buyer and Seller, and escrow was opened on or about October 31, 1995, at Universal Escrow, Inc., as Escrow No. 4626-JMY.

8.

On or about November 1, 1995, Megginson contacted the Seller regarding the offer she wrote for Harris on the Property. Megginson was informed by the Seller that Respondent had never presented the Seller with, nor informed the Seller of, Harris' offer.

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The conduct, acts and/or omissions of Respondent as described herein above, constitutes cause for the suspension or revocation of all real estate licenses and license rights of Respondent under the provisions of Code Section 10177(g).

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 ISSAC FOWLKES, doing business as Century 21 Fowlkes Ladera, 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 5th day of May, 1997.

THOMAS MCCRADY

Deputy Real Estate Commissioner

cc: Ronald Issac Fowlkes
SACTO
LK