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FILED
SEP 11 2001
DEPARTMENT OF REAL ESTATE
K. Wiederhold

9 BEFORE THE DEPARTMENT OF REAL ESTATE

10 STATE OF CALIFORNIA

11 * * *

12 In the Matter of the Accusation of) No. H-29068 LA
13 ROBERT DENIS ROOKS,) STIPULATION AND
14 Respondent.) AGREEMENT

15 It is hereby stipulated by and between ROBERT DENIS
16 ROOKS (hereinafter referred to as "Respondent"), representing
17 himself, and the Complainant acting by and through Mary E. Work,
18 Counsel for the Department of Real Estate, as follows for the
19 purpose of settling and disposing of the Accusation filed on May
20 23, 2001, in this matter:

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

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

7 3. On June 19, 2001, Respondent filed a Notice of
8 Defense pursuant to Section 11506 of the Government Code for the
9 purpose of requesting a hearing on the allegations in the
10 Accusation. Respondent hereby freely and voluntarily withdraws
11 said Notice of Defense. Respondent acknowledges that he
12 understands that by withdrawing said Notice of Defense, he will
13 thereby waive his right to require the Commissioner to prove the
14 allegations in the Accusation at a contested hearing held in
15 accordance with the provisions of the APA and that he will waive
16 other rights afforded to him in connection with the hearing such
17 as the right to present evidence in defense of the allegations in
18 the Accusation and the right to cross-examine witnesses.

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

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

9 5. This Stipulation and any Order made pursuant to the
10 Stipulation shall have no collateral estoppel or res judicata
11 effect in any proceedings in which Respondent and the Department
12 (or the Department's representative) are not parties. The
13 Stipulation is made by Respondent and received by the
14 Commissioner and the Department, with the express understanding
15 and agreement that it is for the purpose of settling these
16 proceedings only, and that this Stipulation is not intended as,
17 and shall not be deemed, used, or accepted as an acknowledgment
18 or admission of fact in any other judicial, administrative, or
19 other proceeding to which the Department is not a party.

20 6. It is understood by the parties that the Real
21 Estate Commissioner may adopt the Stipulation and Agreement as
22 her Decision in this matter, thereby imposing the penalty and
23 sanctions on Respondent's real estate license and license rights
24 as set forth in the below "Order." In the event that the
25 Commissioner, in her discretion, does not adopt the Stipulation
26 and Agreement, it shall be void and of no effect, and Respondent
27 shall retain the right to a hearing and proceeding on the

1 10148, 10177(d) and/or Section 10177(g) of the Code and Section
2 2831 of Title 10, Chapter 6, California Code of Regulations.

3 ORDER

4 WHEREFORE, THE FOLLOWING ORDER is made:

5 All licenses and licensing rights of Respondent ROBERT
6 DENIS ROOKS, under the Real Estate Law, are suspended for a
7 period of ninety (90) days from the effective date of the
8 Decision; provided, however, that if Respondent petitions, thirty
9 (30) days shall be stayed upon the condition that:

10 1. Respondent pays a monetary penalty pursuant to
11 Section 10175.2 of the Business and Professions Code at a rate of
12 \$100.00 for each day of the suspension for a total monetary
13 penalty of three thousand dollars (\$3,000.).

14 2. Said payment shall be in the form of a cashier's
15 check or certified check made payable to the Recovery Account of
16 the Real Estate Fund. Said check must be delivered to the
17 Department prior to the effective date of the Decision in this
18 matter.

19 3. No further cause for disciplinary action against
20 the real estate license of Respondent occurs within two (2) years
21 from the effective date of the Decision in this matter.

22 4. If Respondent fails to pay the monetary penalty in
23 accordance with the terms and conditions of the Decision, the
24 Commissioner may, without a hearing, order the immediate
25 execution of all or part of the stayed suspension in which event
26 Respondent shall not be entitled to any repayment nor credit,
27

1 prorated or otherwise, for money paid to the Department under the
2 terms of this Decision.

3 5. If Respondent pays the monetary penalty and if no
4 further cause for disciplinary action against the real estate
5 license of Respondent occurs within two (2) years from the
6 effective date of the Decision, the stay hereby granted shall
7 become permanent.

8 6. The remaining sixty (60) days of said ninety (90)
9 day suspension is stayed for two (2) years upon the following
10 terms and conditions:

11 (a) Respondent shall obey all laws, rules and
12 regulations governing the rights, duties and responsibilities of
13 a real estate licensee in the State of California; and

14 (b) Respondent (1) pays the monetary penalty and that
15 (2) no final determination be made, after hearing or upon
16 stipulation, that cause for disciplinary action occurred within
17 two (2) years of the effective date of this Decision. Should
18 such determination be made, the Commissioner may, in her
19 discretion, vacate and set aside the stay order and reimpose all
20 or a portion of the stayed suspension. Should no such
21 determination be made, the stay imposed herein shall become
22 permanent.

23 7. Pursuant to Section 10148 of the Business and
24 Professions Code, Respondent shall pay the Commissioner's
25 reasonable cost for the Subject Audit and the Follow-up Audit.
26 The Follow-up Audit is to determine if Respondent has corrected
27 the trust fund violations found in paragraph 8 of the Accusation.

1 In calculating the amount of the Commissioner's reasonable cost,
2 the Commissioner may use the estimated average hourly salary for
3 all persons performing audits of real estate brokers, and shall
4 include allocation for travel costs, including mileage, time to
5 and from the auditor's place of work and per diem. Respondent
6 shall pay such costs within 45 days of receiving an invoice from
7 the Commissioner detailing the activities performed during the
8 audit and the amount of time spent performing those activities.
9 The Commissioner may, in her discretion, vacate and set aside the
10 stay order, if payment has been made as provided for herein, or
11 as provided for in the subsequent agreement between the
12 Respondent and the Commissioner. The vacation and set aside of
13 the stay shall remain in effect until payment is made in full, or
14 until Respondent enters into an agreement satisfactory to the
15 Commissioner to provide for payment. Should no order vacating
16 this stay be issued, either in accordance with this condition
17 "7," or other conditions contained herein, the stay imposed
18 herein shall become permanent.

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1 8. Respondent shall within six (6) months from the
2 effective date of this Order, take and pass the Professional
3 Responsibility Examination administered by the Department
4 including the payment of the appropriate examination fee. If
5 Respondent fails to satisfy this condition, the Commissioner may
6 order suspension of Respondent's license until Respondent passes
7 the examination.

8
9 DATED: 9-19-01


10 MARY E. WORK, Counsel for the
11 Department of Real Estate

12 * * *

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

1 Respondent can signify acceptance and approval of the
2 terms and conditions of this Stipulation and Agreement by faxing
3 a copy of the signature page, as actually signed by Respondent,
4 to the Department at the following telephone/fax number: (213)
5 576-6917. Respondent agrees, acknowledges and understands that
6 by electronically sending to the Department a fax copy of his
7 actual signature as it appears on the Stipulation and Agreement,
8 that receipt of the faxed copy by the Department shall be as
9 binding on Respondent as if the Department had received the
10 original signed Stipulation and Agreement.

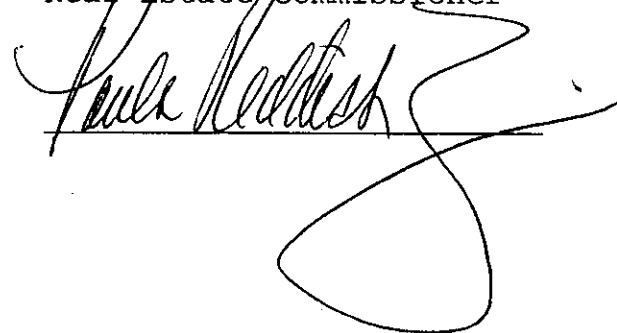
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12 DATED: August 14, 2001


ROBERT DENIS ROOKS, Respondent

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15 The foregoing Stipulation and Agreement is hereby
16 adopted as my Decision as to Respondent ROBERT DENIS ROOKS
17 And shall be effective at 12 o'clock noon on
18 OCT - 2 2001

19 IT IS SO ORDERED

August 29, 2001
20 PAULA REDDISH ZINNEMANN
21 Real Estate Commissioner

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**BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA**

FILED
AUG 21 2001
DEPARTMENT OF REAL ESTATE

In the Matter of the Accusation of

ROBERT DENIS ROOKS,

By *K. Mederholt*

Case No. H-29068 LA

OAH No. L-2001080068

Respondent

NOTICE OF HEARING ON ACCUSATION

To the above named respondent:

You are hereby notified that a hearing will be held before the Department of Real Estate at Office of Administrative Hearings, 320 W. Fourth St., Ste. 630, Los Angeles, CA on October 22, 2001, at the hour of 9:00 a.m., or as soon thereafter as the matter can be heard, upon the Accusation served upon you. If you object to the place of hearing, you must notify the presiding administrative law judge of the Office of Administrative Hearings within ten (10) days after this notice is served on you. Failure to notify the presiding administrative law judge within ten days will deprive you of a change in the place of the hearing.

You may be present at the hearing. You have the right to be represented by an attorney at your own expense. You are not entitled to the appointment of an attorney to represent you at public expense. You are entitled to represent yourself without legal counsel. If you are not present in person nor represented by counsel at the hearing, the Department may take disciplinary action against you based upon any express admission or other evidence including affidavits, without any notice to you.

You may present any relevant evidence and will be given full opportunity to cross-examine all witnesses testifying against you. You are entitled to the issuance of subpoenas to compel the attendance of witnesses and the production of books, documents or other things by applying to the Department of Real Estate.

The hearing shall be conducted in the English language. If you want to offer the testimony of any witness who does not proficiently speak the English language, you must provide your own interpreter and pay his or her costs. The interpreter must be certified in accordance with Sections 11435.30 and 11435.55 of the Government Code.

DEPARTMENT OF REAL ESTATE

Dated: August 21, 2001

By



Counsel

cc: Robert D. Rooks
Sacto
OAH
JP

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FILED
MAY 23 2001
DEPARTMENT OF REAL ESTATE

By *K. W. ...*

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-Direct- (213) 576-6916

BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of)	No. H-29068 LA
ROBERT DENIS ROOKS,)	<u>ACCUSATION</u>
Respondent.)	

The Complainant, Maria Suarez, a Deputy Real Estate Commissioner of the State of California, for cause of Accusation against ROBERT DENIS ROOKS, doing business as AIMM Properties (hereinafter "Respondent"), is informed and alleges as follows:

1.

The Complainant, Maria Suarez, a Deputy Real Estate Commissioner of the State of California, makes this Accusation in her official capacity.

2.

Respondent is presently licensed and/or has license rights under the Real Estate Law, Part 1 of Division 4 of the Business and Professions Code (hereinafter "Code") as a real estate broker.

1 3.

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

5 4.

6 All further references to "Respondent," unless
7 otherwise specified, include the party identified in Paragraph 2,
8 and also include the employees, agents and real estate licensees
9 employed by or associated with said party, who at all times
10 material herein were engaged in the furtherance of the business
11 or operations of said party and who were acting within the course
12 and scope of their authority, agency or employment.

13 5.

14 At all times material herein, Respondent engaged in the
15 business of, acted in the capacity of, advertised or assumed to
16 act as a real estate broker in the State of California, within
17 the meaning of the Code Section 10131 (b), for another or others,
18 for or in expectation of compensation. Said activities included
19 the operation of a property management business with the public
20 wherein Respondent leased or rented or offered for lease or rent,
21 or solicited for prospective tenants, or negotiated the sale,
22 purchase or exchange of leases on real property, or on a business
23 opportunity, or collected rents from real property, or
24 improvements thereon, or from business opportunities.

25 6.

26 At all times material herein, in connection with the
27 activities described in Paragraph 5, above, Respondent accepted

1 or received funds, including funds in trust (hereinafter "trust
2 funds") from or on behalf of actual or prospective parties to
3 transactions handled by Respondent and thereafter made deposit
4 and/or disbursement of such funds. From time to time
5 hereinmentioned, funds, including trust funds, were deposited
6 and/or maintained by Respondent in bank accounts including, but
7 not necessarily limited to, Account No. 21367-04401, AIMM
8 Properties/Resk Property ("Trust Account 1") at Bank of America
9 Tustin-Collins Branch #2136, 941 North Tustin Street, Orange,
10 California 92667.

11 7.

12 On or about December 1, 2000, the Department completed
13 an examination of Respondent's books and records pertaining to
14 the real estate and fund handling activities described in
15 Paragraphs 5 and 6, above, and covering a period from
16 approximately January 1, 1998 to September 30, 2000. Said
17 examination revealed violations of the Code and of Title 10,
18 Chapter 6, California Code of Regulations (hereinafter
19 "Regulations"), as set forth below. Said audit was initiated
20 after the Department received a complaint from Joan Resk, an
21 individual who had used Respondent's property management
22 services. During the audit, Respondent failed to produce certain
23 records.

24 8.

25 Base on the findings of Audit No. LA 000004, on
26 February 26, 2001, Respondent was personally served with a
27 subpena duces tecum alleging sufficient cause to require

1 Respondent to produce (or make available for examination,
2 inspection or copying) the following material connected with a
3 transaction or transaction for which a real estate broker license
4 is required. In connection with the property management
5 activities conducted Respondent during the period 1/1/98 to
6 9/30/00 including but not limited to agreements with property
7 owners; rental advertising records; tenant applications and
8 credit reports and related information; signed rental/lease
9 agreements; trust fund records for deposits, rent payments,
10 property maintenance and repairs, trust deed payments,
11 commissions, security deposits and all disbursements; bank
12 signature cards, monthly statements, check book ledgers,
13 cancelled checks, deposit tickets and bank memoranda for returned
14 checks for all accounts used for property management; all notes,
15 memoranda, letters, communication logs or any other records of
16 written or oral communications with tenants or property owners;
17 all records of compensation to each employee of Respondent (AIMM
18 Properties) in connection with property management; and
19 employment agreements for all employees of Respondent involved in
20 property management.

21 In response to said subpoena duces tecum, Respondent
22 failed to produce or make available all of the material requested
23 in the subpoena duces tecum. Specifically, documents relating to
24 repairs and maintenance charges for various properties managed by
25 Respondent and bank statements and cancelled checks for property
26 managed by Respondent and owned by Joan Resk were not produced.
27

1 In the course of activities described in Paragraphs 5
2 and 6, above, as well as during the examination period described
3 in Paragraph 7 and in response to the subpoena duces tecum
4 described in Paragraph 8, Respondent acted in violation of the
5 Code and Regulations as follows:

6 (a) Respondent failed to maintain chronological
7 entries of columnar records for trust funds received and
8 disbursed on behalf of rental property owner Joan Resk, thus
9 creating inaccurate daily balances in connection with his
10 property management activities for Trust Account 1 in violation
11 of Regulation 2831.

12 (b) Respondent failed to retain and produce records,
13 in particular the originals and copies of invoices for repairs
14 and maintenance charges as well as bank statements and cancelled
15 checks relating to the management of rental property for Joan
16 Resk and others, in violation of Code Section 10148.

17 The conduct, acts and/or omissions of Respondent, as
18 described in Paragraph 8, above, violated the Code and
19 Regulations as set forth below:

20	<u>PARAGRAPH</u>	<u>PROVISIONS VIOLATED</u>
21	8(a)	Regulation 2831
22		
23	8(b)	Code Section 10148
24		

25 Each of the foregoing violations constitute cause for
26 suspension or revocation of Respondent's real estate licenses and
27

1 license rights under the provisions of Code Sections 10177(d) in
2 conjunction with Section 10148 and/or Section 10177(g) of the
3 Code.

4 WHEREFORE, Complainant prays that a hearing be
5 conducted on the allegations of this Accusation and that upon
6 proof thereof a decision be rendered imposing disciplinary action
7 against all licenses and license rights of Respondent under the
8 Real Estate Law (Part 1 of Division 4 of the Business and
9 Professions Code) and for such other and further relief as may be
10 proper under other provisions of law.

11
12
13 MARIA SUAREZ

14 Deputy Real Estate Commissioner

15 Dated at Los Angeles, California,
16 this 23rd day of May, 2001.

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22 cc: Maria Suarez
23 Robert Denis Rooks
24 SACTO
25 JP
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