Department of Real Estate 320 West 4th Street, Ste. 350 Los Angeles, California 90013-1105 Telephone: (213) 576-6982

FILED

JAN 2 7 2022

DEPT. OF REAL ESTATE

By_

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

In the Matter of the Accusation of

RYAN THOMAS CASSIDY

and

ERIC DOUGLAS WINSLOW,

Respondents.

No. H-41838 LA

STIPULATION

AND

AGREEMENT

Respondents.

It is hereby stipulated by and between Respondent RYAN THOMAS CASSIDY ("Respondent" or "CASSIDY"), represented by Frank M. Buda, Esq./Law Office of Frank M. Buda, and the Complainant, acting by and through Julie L. To, Counsel for the Department of Real Estate ("Department" or "DRE"), as follows for the purpose of settling and disposing of the Accusation ("Accusation") filed on December 4, 2020 in this matter:

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H-41838 LA: Stipulation & Agreement (Ryan Thomas Cassidy)

- 1. All issues which were to be contested and all evidence which was to be presented by Complainant and Respondent 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 ("Stipulation").
- 2. Respondent has received, read and understands the Statement to Respondent, the Discovery Provisions of the APA and the Accusation filed by the Department of Real Estate ("Department") in this proceeding.
- 3. On December 23, 2020, Respondent filed his Notice of Defense pursuant to Section 11506 of the Government Code for the purpose of requesting a hearing on the allegations in the Accusation. Respondent hereby freely and voluntarily withdraws said Notice of Defense. Respondent acknowledges that Respondent understands that by withdrawing said Notice of Defense, Respondent will thereby waive Respondent's right to require the Commissioner ("Commissioner") to prove the allegations in the Accusation at a contested hearing held in accordance with the provisions of the APA, and that Respondent will waive other rights afforded to Respondent in connection with the hearing such as the right to present evidence in his defense and the right to cross-examine witnesses.
- 4. This Stipulation is based on the factual allegations contained in the Accusation. In the interest of expedience and economy, Respondent chooses not to contest these allegations, but to remain silent, and understands that, as a result thereof, these factual statements will serve as a prima facie basis for the violations and disciplinary action set forth below. The Commissioner shall not be required to provide further evidence to prove said factual allegations.
- 5. This Stipulation and Respondent's decision not to contest the Accusation is made for the purpose of reaching an agreed disposition of this proceeding and is expressly limited to this proceeding and any other proceeding or case in which the Department, the state or

- 6. It is understood by the parties that the Real Estate Commissioner may adopt this Stipulation as the Commissioner's Decision in this matter, thereby imposing the penalty and sanctions on Respondent's real estate licenses and license rights as set forth in below "Order." In the event that the Commissioner in his discretion does not adopt the Stipulation and Agreement, the Stipulation shall be void and of no effect and Respondent shall retain the right to a hearing and proceeding on the Accusation under the provisions of the APA and shall not be bound by any admission or waiver made herein.
- 7. The Order or any subsequent Order of the Real Estate Commissioner made pursuant to this Stipulation shall not constitute an estoppel, merger or bar to any further administrative or civil proceedings by the Department of Real Estate with respect to any matters which were not specifically alleged to be causes for Accusation in this proceeding but do constitute a bar, estoppel and merger as to any allegations actually contained in the Accusation against Respondent herein.
- 8. Respondent understands that by agreeing to this Stipulation, Respondent agrees to pay the Commissioner's cost of the investigation and enforcement ("investigative costs") which resulted in the determination that Respondent committed the violation found in the Determination of Issues, pursuant to Code Section 10106. The amount of said investigative costs is \$7,481.10 (comprised of \$5,513.10 in investigation costs and \$1,968.00 in enforcement costs); therefore, Respondent agrees to pay, pursuant to Code Section 10106, the amount \$7,481.10. The investigative costs must be delivered to the Department of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013 prior to the effective date of this Decision and Order.

1 9. Respondent further acknowledges that Respondent shall not be entitled to any repayment nor credit, prorated or otherwise, for money paid to the Department under the terms of 2 3 this Stipulation. 4 **DETERMINATION OF ISSUES** By reason of the foregoing stipulations, admissions and waivers, and solely for the 5 purpose of settlement of the pending Accusation without a hearing, it is stipulated and agreed 6 7 that the following determination of issues shall be made: 8 The conduct, acts and/or omissions of Respondent RYAN THOMAS CASSIDY, as described in Paragraph 4, herein above, are in violation of: Business and Professions Code 9 Section 10177(g) (negligence) and is basis for the suspension or revocation of the license and 10 license rights of Respondent as a violation of the Real Estate Law. 11 12 /// 13 /// 14 /// 15 /// 16 /// 17 /// 18 19 20 /// 21 22 /// 23 /// 24 25 26

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26 27 All licenses and licensing rights of Respondent RYAN THOMAS CASSIDY under the Real Estate Law are revoked; provided, however, a restricted real estate salesperson

WHEREFORE, THE FOLLOWING ORDER is hereby made:

license shall be issued to Respondent pursuant to Section 10156.5 of the Business and

Professions Code if Respondent makes application therefor and pays to the Department of Real

Estate the appropriate fee for the restricted license within ninety (90) days from the effective

date of this Decision. The restricted license issued to Respondent shall be subject to all of the

provisions of Section 10156.7 of the Business and Professions Code and to the following

limitations, conditions and restrictions imposed under authority of that Code:

The restricted license issued to Respondent may be suspended prior to hearing
by Order of the Real Estate Commissioner in the event of Respondent's conviction or plea of
nolo contendere to a crime which is substantially related to Respondent's fitness or capacity as a
real estate licensee.

2. The restricted license issued to Respondent may be suspended prior to hearing by Order of the Real Estate Commissioner on evidence satisfactory to the Commissioner that Respondent has violated provisions of the California Real Estate Law, the Subdivided Lands Law, Regulations of the Real Estate Commissioner, or conditions attaching to this restricted license.

3. Respondent shall not be eligible to apply for the issuance of an unrestricted real estate license nor for the removal of any of the conditions, limitations or restrictions of a restricted license until two (2) years have elapsed from the effective date of this Decision.

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6. All licenses and licensing rights of Respondent are indefinitely suspended unless or until Respondent pays the sum of \$7,481.10 (comprised of investigation costs in the amount of \$5,513.10 and enforcement costs in the amount of \$1,968.00) for the Commissioner's reasonable cost of the investigation and enforcement which led to this disciplinary action. Said payment shall be in the form of a cashier's check made payable to the Department of Real Estate. The investigation and enforcement costs cashier's check must be delivered to: Department of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective date of this Decision and Order.

Julie L. To, Counsel for Complainant

EXECUTION OF THE STIPULATION

Respondent can signify acceptance and approval of the terms and conditions of this Stipulation and Agreement by sending a hard copy of the original signed signature page of the Stipulation herein to Julie L. To, Legal Section, Department of Real Estate, 320 W. Fourth St., Suite 350, Los Angeles, California 90013-1105. In the event of time constraints before an administrative hearing, Respondent can signify acceptance and approval of the terms and conditions of this Stipulation and Agreement by emailing a scanned copy of the signature page, as actually signed by Respondent and his counsel, to the Department counsel assigned to this case. Respondent agrees, acknowledges, and understands that by electronically sending to the Department a scan of copy of Respondent's and Respondent's counsel's actual signatures as they appear on the Stipulation and Agreement, that receipt of the scan by the Department shall be binding or Respondent as if the Department had received the original signed Stipulation and Agreement.

1	I have read the Stipulation and Agreement, and its terms are understood by me
2	and are agreeable and acceptable to me. I understand that I am waiving rights given to me by the
3	California Administrative Procedure Act, and I willingly, intelligently and voluntarily waive
4	those rights, including the right of requiring the Commissioner to prove the allegations in the
5	Accusation at a hearing at which I would have the right to cross-examine witnesses against me
6	and to present evidence in defense and mitigation of the charges.
7 8	11. 22. 2021 Dated Lin T. Config. RYAN THOMAS CASSIDY, Respondent
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10	***
11	I have reviewed the Stipulation and Agreement as to form and content and have
12	advised my client accordingly.
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ļ	Dated Frank M. Buda, Esq.,
14	Attorney for Respondent
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15 16	* * * The foregoing Stipulation and Agreement is hereby adopted as my Decision as to RYAN THOMAS CASSIDY in this matter and shall become effective at 12 o'clock noon on FFR 2 8 2022
15 16 17	* * * * The foregoing Stipulation and Agreement is hereby adopted as my Decision as to RYAN THOMAS CASSIDY in this matter and shall become effective at 12 o'clock noon on FEB 2 8 2022, 2021.
15 16 17 18	* * * The foregoing Stipulation and Agreement is hereby adopted as my Decision as to RYAN THOMAS CASSIDY in this matter and shall become effective at 12 o'clock noon on FFR 2 8 2022
15 16 17 18	*** The foregoing Stipulation and Agreement is hereby adopted as my Decision as to RYAN THOMAS CASSIDY in this matter and shall become effective at 12 o'clock noon on FEB 2 8 2022 TI IS SO ORDERED 1.14.22, 2021
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