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DEPT. OF REAL ESTATE

By



BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of:

No. H-42327-LA

LORI MELINDA THOMPSON,

STIPULATION AND AGREEMENT

Respondent.

It is hereby stipulated and agreed by and between Respondent LORI MELINDA THOMPSON ("Respondent" or "THOMPSON"), and her attorney of record, Mary E. Work, Esq., and the Complainant, acting by and through Laurence Haveson, Counsel for the Department of Real Estate ("Department"), as follows for the purpose of settling and disposing of the Accusation filed on August 5, 2022 ("Accusation") in this matter:

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 to Citation and Fine ("Stipulation").

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

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1 3. On August 18, 2022, Respondent filed a Notice of Defense pursuant to section
2 11506 of the Government Code for the purpose of requesting a hearing on the allegations in the
3 Accusation. Respondent hereby freely and voluntarily withdraws said Notice of Defense.
4 Respondent acknowledges that she understands that by withdrawing said Notice of Defense,
5 Respondent will thereby waive her right to require the Real Estate Commissioner
6 ("Commissioner") to prove the allegations in the Accusation at a contested hearing held in
7 accordance with the provisions of the APA and that Respondent will waive other rights afforded to
8 her in connection with the hearing such as the right to present evidence in defense of the
9 allegations in the Accusation and the right to cross-examine witnesses.

10 4. This Stipulation is based on the factual allegations contained in the Accusation. In
11 the interest of expedience and economy, Respondent chooses not to contest these allegations, but
12 to remain silent, and understands that, as a result thereof, these factual allegations, without being
13 admitted or denied, will serve as a prima facie basis for the disciplinary action stipulated to herein.
14 The Real Estate Commissioner shall not be required to provide further evidence to prove said
15 factual allegations.

16 5. This Stipulation and Respondent's decision not to contest the Accusation are made
17 for the purpose of reaching an agreed disposition of this proceeding and are expressly limited to
18 this proceeding and any other proceeding or case brought by the Department, or another licensing
19 agency of this state, another state, or the federal government, and otherwise shall not be admissible
20 in any other criminal or civil proceedings.

21 6. It is understood by the parties that the Real Estate Commissioner may adopt the
22 Stipulation as his Decision in this matter, thereby imposing the penalty and sanctions on
23 Respondent's real estate license and license rights as set forth in the below Order. In the event
24 that the Commissioner in his discretion does not adopt the Stipulation, it shall be void and of no
25 effect, and Respondent shall retain the right to a hearing and proceeding on the Accusation under
26 all the provisions of the APA and shall not be bound by any admission or waiver made herein.

27 7. The Order or any subsequent Order of the Commissioner made pursuant to this
28 Stipulation shall not constitute an estoppel, merger or bar to any further administrative or civil

1 proceedings by the Department with respect to any matters which were not specifically alleged to
2 be causes for the Accusation in this proceeding.

3 8. Respondent understands that by agreeing to this Stipulation, Respondent agrees to
4 pay pursuant to Business and Professions Code ("Code") section 10106, the cost of the
5 investigation and enforcement of this matter. The amount of the investigation costs is \$3,027.90
6 and the amount of the enforcement costs is \$1,123.20, for a sum total of \$4,151.10.

7 DETERMINATION OF ISSUES

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

11 I.

12 The conduct, acts, and/or omissions of Respondent as described in the Accusation,
13 constitute cause for the suspension or revocation of all real estate licenses and license rights of
14 Respondent under Code sections 10137, and 10177(d) and/or 10177(g).

15 ORDER

16 I.

17 All licenses and licensing rights of Respondent THOMPSON under the Real Estate Law
18 are revoked; provided, however, a restricted real estate salesperson license shall be issued to
19 Respondent pursuant to Section 10156.5 of the Business and Professions Code if Respondent
20 makes application therefor and pays to the Department of Real Estate the appropriate fee for the
21 restricted license within 90 days from the effective date of this Decision. The restricted license
22 issued to Respondent shall be subject to all of the provisions of Section 10156.7 of the Business
23 and Professions Code and to the following limitations, conditions and restrictions imposed under
24 authority of Section 10156.6 of that Code:

25 1. The restricted license issued to Respondent may be suspended prior to hearing by
26 Order of the Real Estate Commissioner in the event of Respondent's conviction or plea of guilty or
27 no contest, for a crime that is substantially related to the qualifications, functions, or duties of a
28 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 Real Estate Law, the Subdivided Lands Law, Regulations of the Real Estate Commissioner, or conditions attaching to the 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 and Order.

4. Respondent shall submit with any application for license under an employing broker, or any application for transfer to a new employing broker, a statement signed by the prospective employing real estate broker on a form approved by the Department of Real Estate which shall certify:

a. That the employing broker has read the Decision of the Commissioner which granted the right to a restricted license; and

b. That the employing broker will exercise close supervision over the performance by the restricted licensee relating to activities for which a real estate license is required.

5. Respondent shall, within six months from the effective date of this Decision, take and pass the Professional Responsibility Examination administered by the Department including the payment of the appropriate examination fee. If Respondent fails to satisfy this condition, the Commissioner may order suspension of Respondent's license until Respondent passes the examination.

6. Respondent shall pay the sum of \$4,151.10 for the Commissioner's reasonable cost of the investigation and enforcement which led to this disciplinary action, **within one-hundred and eighty (180) days from the effective date of this Decision and Order**. Said payment shall be in the form of a cashier's check made payable to the Department of Real Estate. **The investigative and enforcement costs must be delivered to the Department of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013. Payment of investigation and enforcement costs should not be made until the Stipulation has been approved by the**

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

5 7. Respondent's signature below indicates full agreement to the terms of this
6 Stipulation and Agreement and to the terms set forth herein.

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8 DATED: 02/15/2023



Laurence D. Haveson
Counsel for Complainant

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12 **EXECUTION OF THE STIPULATION**

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

20 Respondent can signify acceptance and approval of the terms and conditions of this
21 Stipulation and Agreement by electronically e-mailing a copy of the signature pages, as actually
22 signed by Respondent, to the Department. Respondent agrees, acknowledges, and understands
23 that by electronically sending to the Department an electronic copy of Respondent's actual
24 signature, as it appears on the Stipulation, that receipt of the emailed copy by the Department shall
25 be as binding on Respondent as if the Department had received the original signed Stipulation. By
26 signing this Stipulation, Respondent understands and agrees that Respondent may not withdraw
27 her agreement or seek to rescind the Stipulation prior to the time the Commissioner considers and
28 acts upon it or prior to the effective date of the Stipulation and Order.

MAILING

Respondent and her counsel shall, within five (5) business days from signing the Stipulation, mail the original signed signature page(s) of the Stipulation herein to Laurence Haveson, Attention: Legal Section, Department of Real Estate, 320 W. Fourth St., Room 350, Los Angeles, California 90013-1105.

Respondent's signature below constitutes acceptance and approval of the terms and conditions of this Stipulation. Respondent agrees, acknowledges, and understands that by signing this Stipulation Respondent is bound by its terms as of the date of such signature and that this agreement is not subject to rescission or amendment at a later date except by a separate Decision and Order of the Real Estate Commissioner.

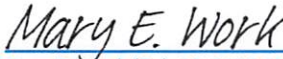
DATED: 02/15/2023



Lori Thompson (Feb 15, 2023 10:03 PST)

Respondent LORI MELINDA THOMPSON

DATED: 02/15/2023



Mary E. Work (Feb 15, 2023 09:41 PST)

Mary E. Work
Attorney for Respondent
Approved as to Form

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The foregoing Stipulation and Agreement in Settlement and Order is hereby adopted by me as my Decision in this matter and shall become effective at 12 o'clock noon on March 28, 2023.

IT IS SO ORDERED 3-2-23.

DOUGLAS R. McCAULEY
REAL ESTATE COMMISSIONER

