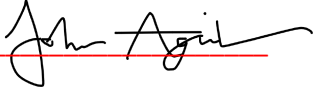


**FILED**

**February 07, 2024**

**Department of Real Estate**

By 

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

\* \* \*

In the Matter of the Accusation of	)	
	)	DRE No. H-42608 LA
DEMORY JENNIFER STODOLA,	)	
	)	
Respondent.	)	
_____	)	

ORDER NUNC PRO TUNC MODIFYING

DECISION OF THE REAL ESTATE COMMISSIONER

It having been called to the attention of the Real Estate Commissioner that there is an error in the Stipulation And Agreement In Settlement And Order (“Order”) filed on January 23, 2024, and dated February 13, 2024. The date that the Order was signed and the effective date of the Order have been switched, and good cause appearing therefore, the Order is amended as follows:

Page 9, Line 17, “effective at 12 o’clock noon on 1/16/24” shall be amended to read “effective at 12 o’clock noon on February 13, 2024.”

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Page 9, Line 18, "IT IS SO ORDERED FEB 13, 2024" shall be amended to read  
"IT IS SO ORDERED January 16, 2024."

This Order, nunc pro tunc to January 16, 2024, shall become effective  
immediately.

IT IS SO ORDERED 2/5/2024.

CHIKA SUNQUIST  
Real Estate Commissioner

  
By: MARCUS L. McCARTHER  
Chief Deputy Real Estate Commissioner

DEPARTMENT OF REAL ESTATE  
320 West 4th Street, Suite 350  
Los Angeles, California 90013-1105  
Telephone: (213) 576-6982

**FILED**

**JAN 23 2024**

**DEPT. OF REAL ESTATE**

By- 

BEFORE THE DEPARTMENT OF REAL ESTATE  
STATE OF CALIFORNIA

\* \* \*

In the Matter of the Accusation of ) No. H-42608 LA

DEMORY JENNIFER STODOLA, )

Respondent. )

**STIPULATION AND AGREEMENT  
IN SETTLEMENT AND ORDER**

Respondent DEMORY JENNIFER STODOLA ("Respondent") is presently licensed and/or have license rights under the Real Estate Law, Part 1, of Division 4, of the California Business and Professions Code ("Code").

Respondent's real estate salesperson license, Department License ID 01416560, was originally issued by the Department of Real Estate ("Department" or "DRE") on March 5, 2005, and is set to expire on December 18, 2025, unless renewed. On or about February 9, 2005, in DRE Case No. H-31351 LA, Respondent was issued a restricted real estate salesperson license, pursuant to the Stipulation and Waiver in DRE Case No. H-31351 LA.

According to Department records, Respondent's current responsible broker is CREA Realty Group, Inc. (Department License ID 01924589). From October 7, 2020 to November 21, 2021 and from October 28, 2022 to November 6, 2022, the responsible broker for Respondent was Evergreen Realty Partners, Inc., doing business as "Realty One Group West." (Department License ID 01896421). From November 22, 2021 to October 27, 2022,

1 the responsible broker for Respondent was America's Alternative Realty (Department License  
2 ID 01775003).

3 FACTUAL BASIS

4 (INDEPENDENT CONTRACTOR AGREEMENT)

5 1.

6 On or about September 25, 2020, an Independent Contractor Agreement was  
7 entered into between Respondent and Evergreen Realty Partners, Inc. ("ERPI"), doing business  
8 as "Realty One Group West," wherein Respondent agreed to be employed by ERPI as an  
9 independent contractor when she became an associate salesperson licensee for ERPI. One of  
10 the terms in the Independent Contractor Agreement between ERPI and Respondent provided  
11 that Respondent shall not perform self-representation under ERPI's real estate license. Any  
12 transactions involving the sale, purchase or lease of any property where Respondent has any  
13 ownership or financial interest would require Respondent to be represented by another  
14 associate licensee of ERPI.

15 2.

16 The Independent Contractor Agreement included terms relating to compensation  
17 and fees. As to transaction fees to associate licensees of ERPI for leases, the Independent  
18 Contractor Agreement required Respondent to pay ten percent (10%) of gross compensation on  
19 each side for gross commission of \$1,000 or less.

20 (TEMECULA TRANSACTION)

21 3.

22 According to the California Regional Multiple Listing Service ("MLS") listing  
23 for leasing of a residential property at 40040 Pasadena in Temecula, California ("Temecula  
24 property"), the commission offered to the leasing agent was \$100.00.

25 4.

26 On or about September 28, 2021, a Residential Lease or Month-To-Month  
27 Rental Agreement ("Temecula Lease Agreement") was entered into between the landlord and

1 the tenants for the Temecula property. Respondent signed her name as the leasing agent on  
2 behalf of the leasing broker "Realty One Group West."

3 5.

4 On or about October 6, 2021, the landlord of the Temecula property wrote a  
5 check for \$100.00 payable to Respondent, upon Respondent's request that the compensation  
6 check be paid payable to Respondent's name, and not payable to Realty One Group West.  
7 Respondent deposited the \$100.00 check into her personal bank account and/or cashed the said  
8 check.

9 6.

10 Respondent failed to provide to ERPI any documents relating to the Temecula  
11 Lease Agreement transaction and failed to disclose to ERPI that she received the commission  
12 directly therefrom.

13 (CORONA TRANSACTION)

14 7.

15 Based on the MLS listing for the leasing of a residential property at 1032 Aurora  
16 Lane in Corona, California ("Corona property"), the commission offered to the leasing agent  
17 was \$610.00.

18 8.

19 On or about September 27, 2021, a Residential Lease or Month-To-Month  
20 Rental Agreement ("Corona Lease Agreement") was entered into between the landlord and the  
21 tenants for the Corona property. Respondent was one of the tenants for the Corona property.  
22 Respondent signed her name as the leasing agent with the following typed words "Realty One  
23 Group West," DRE License ID 01896421.

24 9.

25 On or about October 7, 2021, the landlord of the Corona property wrote a check  
26 for \$610.00 payable to "Realty One Group" and gave the said \$610.00 check to Respondent,  
27 upon Respondent's request. Respondent deposited the \$610.00 check into her personal bank

1 account and/or cashed the said check.

2 10.

3 Respondent failed to have another associate licensee of ERPI represent  
4 Respondent in the Corona Lease Agreement transaction pursuant to the Independent Contractor  
5 Agreement with ERPI. Respondent failed to provide ERPI any documents relating to the  
6 Corona Lease Agreement transaction and failed to disclose to ERPI that she received the  
7 commission directly therefrom.

8 (TRANSACTION FEES)

9 11.

10 On or about November 29, 2021, while Respondent was affiliated with and  
11 licensed under responsible broker America's Alternative Realty, Respondent wrote two (2)  
12 personal checks payable to "Realty One Group" in the amount of \$195.00 each. Said checks  
13 were written from Respondent's personal bank account and written out to ERPI as transaction  
14 fees due from the Temecula property transaction and the Corona property transaction.

15 ACKNOWLEDGMENT AND VOLUNTARY WAIVER OF RIGHTS

16 It is hereby stipulated between Respondent DEMORY JENNIFER STODOLA,  
17 in pro per, and the Department of Real Estate, acting by and through Kathy Yi, Counsel for the  
18 Department, as follows:

19 1. All issues relating to the Department's investigation of Respondent's acts,  
20 and all evidence which may be presented by the Department and Respondent at a formal  
21 disciplinary hearing held in accordance with the provisions of the Administrative Procedure  
22 Act ("APA") resulting from the Department's investigation shall, instead and in place thereof,  
23 be submitted on the basis of the provisions of this Stipulation and Agreement ("Stipulation").

24 2. Respondent hereby waives her right to a formal hearing under the  
25 provisions of the APA regarding the factual basis set forth above, and the Determination of  
26 Issues set forth below.

27 3. Respondent acknowledges that Respondent understands that by waiving

1 Respondent's right to notice of the charges brought against her by the Department, and  
2 Respondent's right to file Notice of Defense requesting a formal hearing under the APA,  
3 Respondent will waive Respondent's right to require the Real Estate Commissioner  
4 ("Commissioner") to prove the allegations which would be alleged in a formal Accusation at a  
5 contested hearing held in accordance with the provisions of the APA and that Respondent will  
6 waive other rights afforded to Respondent in connection with the hearing such as the right to  
7 present evidence in defense of the allegations in the Accusation and the right to cross-examine  
8 witnesses.

9           4. This Stipulation is made for the purpose of reaching an agreed disposition  
10 of this proceeding and is expressly limited to the said proceeding and any other proceedings or  
11 cases in which the Department or another licensing agency of this state, another state, or if the  
12 federal government is involved, and otherwise shall not be admissible in any other criminal or  
13 civil proceeding.

14           5. It is understood by the parties that the Commissioner may adopt the  
15 Stipulation as his Decision in this matter, thereby imposing the penalty and sanctions on  
16 Respondent's real estate license and license rights as set forth in the below Order.

17           6. The Order or any subsequent Order of the Commissioner made pursuant to  
18 this Stipulation shall not constitute an estoppel, merger or bar to any further administrative or  
19 civil proceedings by the Department with respect to any matters which were not specifically  
20 alleged as grounds for discipline in this matter.

#### 21                           DETERMINATION OF ISSUES

22           By reason of the foregoing stipulations, admissions, and waivers, and solely for  
23 the purpose of settlement of the Department's investigation of Respondent's acts requiring a  
24 real estate license without a hearing, it is stipulated and agreed that the following  
25 Determination of Issues shall be made:

26           The conduct, acts, or omissions of Respondent DEMORY JENNIFER  
27 STODOLA, as set forth above, in the unlawful retention of compensation or payment of

1 compensations, constitute grounds for the suspension or revocation of all real estate licenses  
2 and license rights of Respondent under the provisions of Code section 10137.

3 ORDER

4 WHEREFORE, THE FOLLOWING ORDER is hereby made:

5 All licenses and licensing rights of Respondent DEMORY JENNIFER  
6 STODOLA under the Real Estate Law are revoked; provided, however, a restricted real estate  
7 salesperson license shall be issued to Respondent pursuant to Section 10156.5 of the Code if  
8 Respondent makes application therefor and pays to the Department the appropriate fee for the  
9 restricted license within ninety (90) days from the effective date of this Decision. The  
10 restricted license issued to Respondent shall be subject to all of the provisions of Section  
11 10156.7 of the Code and to the following limitations, conditions, and restrictions imposed  
12 under Section 10156.6 of the Code:

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

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

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

26 4. Respondent shall submit with any application for license under an  
27 employing broker, or any application for transfer to a new employing broker, a statement



1 signed by the prospective employing real estate broker, on a form approved by the Department  
2 of Real Estate, which shall certify:

3 (a) That the employing broker has read the Decision of the

4 Commissioner which granted the right to a restricted license; and

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

8 5. Respondent shall, within nine (9) months from the effective date of this  
9 Decision and Order, present evidence satisfactory to the Commissioner that Respondent has,  
10 since the most recent issuance of an original or renewal real estate license, taken and  
11 successfully completed the continuing education requirements of Article 2.5 of Chapter 3 of the  
12 Real Estate Law for renewal of a real estate license. If Respondent fails to satisfy this  
13 condition, Respondent's real estate license shall automatically be suspended until Respondent  
14 presents evidence satisfactory to the Commissioner of having taken and successfully completed  
15 the continuing education requirements. Proof of completion of the continuing education  
16 courses must be delivered to the Department of Real Estate, Flag Section at P.O. Box 137013,  
17 Sacramento, CA 95813-7013.


18 6. Respondent shall notify the Commissioner in writing within 72 hours of  
19 any arrest by sending a certified letter to the Commissioner at the Department of Real Estate,  
20 Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013. The letter shall set forth the  
21 date of Respondent's arrest, the crime for which Respondent was arrested and the name and  
22 address of the arresting law enforcement agency. Respondent's failure to timely file written  
23 notice shall constitute an independent violation of the terms of the restricted license and shall  
24 be grounds for the suspension or revocation of that license.

25 7. Respondent shall pay the sum of \$2,842.30 for the Commissioner's  
26 reasonable cost of the investigation and enforcement which led to this disciplinary action. Said  
27 payment shall be in the form of a cashier's check made payable to the Department of Real

1 Estate. The investigative and enforcement costs must be delivered to the Department of  
2 Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the  
3 effective date of this Decision and Order. Payment of investigation and enforcement costs  
4 should not be made until the Stipulation has been approved by the Commissioner.

5 8. If Respondent fails to satisfy condition 7, above, Respondent's restricted  
6 license shall be suspended until Respondent presents evidence of payment. The Commissioner  
7 shall afford Respondent the opportunity for a hearing pursuant to the Administrative Procedure  
8 Act to present such evidence that payment was timely made. The suspension shall remain in  
9 effect until payment is made in full or until a decision providing otherwise is adopted following  
10 a hearing held pursuant to this condition.

11  
12 DATED: October 12, 2023

13   
Kathy Yi, Counsel  
Department of Real Estate

14 \* \* \*


15  
16 EXECUTION OF THE STIPULATION

17 Respondent has read the Stipulation and Agreement and understands that  
18 Respondent is waiving rights given to Respondent by the California Administrative Procedure  
19 Act, (including but not limited to Sections 11521 and 11523 of the Government Code), and  
20 Respondent willingly, intelligently, and voluntarily waives those rights, including the right to  
21 seek reconsideration and the right to seek judicial review of the Commissioner's Decision and  
22 Order by way of a writ of mandate.

23 Respondent agrees, acknowledges, and understands that Respondent cannot  
24 rescind or amend this Stipulation and Agreement. By signing this Stipulation, Respondent  
25 understands and agrees that Respondent may not withdraw Respondent's agreement or seek to  
26 rescind the Stipulation prior to the time the Commissioner considers and acts upon it or prior to  
27 the effective date of the Stipulation and Order.

1 Respondent can signify acceptance and approval of the terms and conditions of  
2 this Stipulation and Agreement by electronically e-mailing a copy of the signature page, as  
3 actually signed by Respondent, to the Department. Respondent agrees, acknowledges, and  
4 understands that by electronically sending to the Department an electronic copy of  
5 Respondent's actual signature, as it appears on the Stipulation, that receipt of the emailed copy  
6 by the Department shall be as binding on Respondent as if the Department had received the  
7 original signed Stipulation. Alternatively, Respondent can signify acceptance and approval of  
8 the terms and conditions of this Stipulation and Agreement by mailing the original signed  
9 Stipulation and Agreement to: Kathy Yi, Department of Real Estate, 320 West 4th Street, Suite  
10 350, Los Angeles, California 90013-1105.

11  
12 DATED: Oct 10, 2023 | 11:07 PM PDT


  
13 DEMORY JENNIFER STODOLA  
14 Respondent

\* \* \*

15 The foregoing Stipulation and Agreement is hereby adopted by me as my  
16 Decision in this matter as to Respondent DEMORY JENNIFER STODOLA and shall become  
17 effective at 12 o'clock noon on 1/16/24.

18 IT IS SO ORDERED FEB 13 2024.

19  
20 CHIKA SUNQUIST  
21 REAL ESTATE COMMISSIONER

22  
23   
24 By: MARCUS McCARTHER  
25 Chief Deputy Real Estate Commissioner  
26  
27