

1 Department of Real Estate
2 320 West 4th Street, Suite 350
3 Los Angeles, California 90013
4 Telephone: (213) 576-6982

FILED

JUN 03 2024

DEPT. OF REAL ESTATE

By—



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7
8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of) No. H-42627 LA
12)
13 GARGRO REAL ESTATE, INC.;)
14)
15 CAROLYN OLIVIA TREADWAY,)
16 individually and as designated officer of) STIPULATION AND
17 Gargro Real Estate, Inc.; and) AGREEMENT
18)
19 ANTHONY ROBERT PEREZ,)
20 individually and as former designated officer)
21 of Gargro Real Estate, Inc.,)
22)
23 Respondents.)

24 It is hereby stipulated by and between Respondents GARGRO REAL ESTATE,
25 INC. ("GREI"), CAROLYN OLIVA TREADWAY ("TREADWAY"), individually and as
26 designated officer of Gargro Real Estate, Inc., and ANTHONY ROBERT PEREZ ("PEREZ"),
27 individually and as designated officer of Gargro Real Estate, Inc., (collectively "Respondents"),
all represented by Mary E. Work, Esq., and the Complainant, acting by and through Diane Lee,
Counsel for the Department of Real Estate, as follows for the purpose of settling and disposing
of the Accusation ("Accusation") filed on or about October 11, 2023, in this matter:

1 1. All issues which were to be contested and all evidence which were to be
2 presented by Complainant and Respondents GREI, TREADWAY, and PEREZ at a formal
3 hearing on the Accusation, which hearing was to be held in accordance with the provisions of the
4 California Administrative Procedure Act ("APA"), shall instead and in place thereof be
5 submitted solely on the basis of the provisions of this Stipulation and Agreement
6 ("Stipulation").

7 2. Respondents GREI, TREADWAY, and PEREZ have received and read, and
8 understand the Statement to Respondent, the Discovery Provisions of the APA, and the
9 Accusation filed by the Department of Real Estate in this proceeding.

10 3. Respondents GREI, TREADWAY, and PEREZ filed Notices of Defense
11 pursuant to California Government Code section 11506 for the purpose of requesting a hearing
12 on the allegations in the Accusation. Respondents GREI, TREADWAY, and PEREZ hereby
13 freely and voluntarily withdraw said Notices of Defense. Respondents GREI, TREADWAY,
14 and PEREZ acknowledge that they understand that by withdrawing said Notices of
15 Defense they thereby waive their right to require the Commissioner to prove the allegations in
16 the Accusation at a contested hearing held in accordance with the provisions of the APA and that
17 Respondents GREI, TREADWAY, and PEREZ will waive other rights afforded to them in
18 connection with the hearing such as the right to present evidence in their defense and the right to
19 cross-examine witnesses.

20 4. This Stipulation is based on the factual allegations contained in the
21 Accusation. In the interest of expediency and economy, Respondents GREI, TREADWAY, and
22 PEREZ choose not to contest these factual allegations, but to remain silent and understand that,
23 as a result thereof, these factual statements will serve as a prima facie basis for the disciplinary
24 action stipulated to herein and violations set for below.

25 5. This Stipulation and Respondents' decision not to contest the Accusation are
26 made for the purpose of reaching an agreed disposition of this proceeding, and are limited to this
27 proceeding and any other proceeding or case in which the Department of Real Estate, or another

1 licensing agency of this state or another state, or if a local, state, or federal government is
2 involved, and otherwise shall not be admissible in any other criminal or civil proceedings.

3 Respondents GREI, TREADWAY, and PEREZ further understand that the sustained violation(s)
4 may be considered in any future administrative or disciplinary matters by the Department of Real
5 Estate.

6 6. It is understood by the parties that the Real Estate Commissioner may adopt
7 this Stipulation as his Decision in this matter thereby imposing the penalties and sanctions on
8 the real estate licenses and license rights of Respondents GREI, TREADWAY, and PEREZ as
9 set forth in the below "Order." In the event that the Commissioner in her discretion does not
10 adopt this Stipulation, it shall be void and of no effect, and Respondents GREI, TREADWAY,
11 and PEREZ shall retain the right to a hearing and proceeding on the Accusation under the
12 provisions of the APA and shall not be bound by this Stipulation herein.

13 7. The Order or any subsequent Order of the Real Estate Commissioner made
14 pursuant to this Stipulation herein shall not constitute an estoppel, merger, or bar to any further
15 administrative or civil proceedings by the Department of Real Estate with respect to any matters
16 which were not specifically alleged to be causes for Accusation in this proceeding, but do
17 constitute a bar, estoppel, and merger as to any allegations specifically and actually contained in
18 the Accusation against Respondents GREI, TREADWAY, and PEREZ herein.

19 8. Respondents GREI, TREADWAY, and PEREZ understand that by agreeing to
20 this Stipulation, Respondents GREI, TREADWAY, and PEREZ agree to pay, pursuant to
21 California Business and Professions Code section 10106, the cost of the investigation and
22 enforcement. The amount of investigation and enforcement cost is \$3,171.84.

23 9. Respondents GREI, TREADWAY, and PEREZ understand that by agreeing to
24 this Stipulation, Respondents GREI, TREADWAY, and PEREZ agree to pay, pursuant
25 to California Business and Professions Code section 10148, the cost of the audit which led to this
26 disciplinary action, or provide proof satisfactory to the Commissioner that this cost of audit has
27 already been paid. The amount of said cost for the original audit (LA210107) is \$13,227.96.

1 10. Respondents GREI and TREADWAY understand that by agreeing to this
2 Stipulation and Agreement, the findings set forth below in the Determination of Issues become
3 final, and the Commissioner may charge Respondents GREI and TREADWAY, with joint and
4 several liability, for the cost of any subsequent audit(s) conducted pursuant to California
5 Business and Professions Code section 10148. The maximum cost of the subsequent audit will
6 not exceed \$16,534.95.

7
8 **DETERMINATION OF ISSUES**

9 By reason of the foregoing, it is stipulated and agreed that the following
10 determination of issues shall be made:

11 The conduct, acts, or omissions of Respondents GREI, TREADWAY, and
12 PEREZ, as described in the Accusation and Paragraph 4, above, are a basis for discipline of
13 Respondent GREI's, TREADWAY's, and PEREZ's licenses and license rights pursuant to
14 California Business and Professions Code sections 10086(a), 10141.6, 10145, 10159.2,
15 10177(d), 10177(g), and 10177(h) and Title 10, Chapter 6 of the California Code of Regulations,
16 sections 2725, 2830, 2831, 2831.1, 2831.2, 2832.1, 2834, 2950(d), 2950(g), and 2951.

17
18 **ORDER**

19 WHEREFORE, THE FOLLOWING ORDER is hereby made:

20
21 **(GREI: [STAYED] SUSPENSION)**

22 **I.**

23 All licenses and licensing rights of GREI under the Real Estate Law are
24 suspended for a period of ninety (90) days from the effective date of this Decision:

25 A. Provided, however, that the initial thirty (30) days of said suspension shall be
26 stayed upon condition that:

- 27 1. GREI pays a monetary penalty pursuant to California Business and Professions

1 Code section 10175.2 at the rate of \$50.00 per day for a monetary penalty of \$1,500.00 total.

2 2. Said payment shall be in the form of a cashier's check or certified check made
3 payable to the Recovery Account of the Real Estate Fund. Said check must be received by the
4 Department of Real Estate prior to the effective date of the Decision in this matter.

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

7 4. If GREI fails to pay the monetary penalty in accordance with the terms of the
8 Decision, the Commissioner may, without a hearing, order the immediate execution of all or any
9 part of the stayed suspension, in which event GREI shall not be entitled to any repayment nor
10 credit, prorated or otherwise, for money paid to the Department of Real Estate under the terms of
11 this Decision.

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

15 B. The remaining sixty (60) days of the ninety (90) day suspension shall be
16 stayed for two (2) years upon the following terms and conditions:

17 1. GREI shall obey all laws, rules, and regulations governing the rights, duties,
18 and responsibilities of a real estate licensee in the State of California; and

19 2. That no final subsequent determination be made after hearing or upon
20 stipulation, that cause for disciplinary action occurred within two (2) years from the effective
21 date of this Decision. Should such a determination be made, the Commissioner may, in his
22 discretion, vacate, and set aside the stay order and re-impose all or a portion of the stayed
23 suspension. Should no such determination be made, the stay imposed herein shall become
24 permanent.

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1 (TREADWAY: [STAYED] SUSPENSION)

2 II.

3 All licenses and licensing rights of Respondent TREADWAY under the Real
4 Estate Law are suspended for a period of ninety (90) days from the effective date of this
5 Decision:

6 A. Provided, however, that the initial thirty (30) days of said suspension shall be
7 stayed upon condition that:

8 1. TREADWAY pays a monetary penalty pursuant to California Business and
9 Professions Code section 10175.2 at the rate of \$50.00 per day for a monetary penalty of
10 \$1,500.00 total.

11 2. Said payment shall be in the form of a cashier's check or certified check made
12 payable to the Recovery Account of the Real Estate Fund. Said check must be received by the
13 Department of Real Estate prior to the effective date of the Decision in this matter.

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

16 4. If TREADWAY fails to pay the monetary penalty in accordance with the
17 terms of the Decision, the Commissioner may, without a hearing, order the immediate execution
18 of all or any part of the stayed suspension, in which event TREADWAY shall not be entitled to
19 any repayment nor credit, prorated or otherwise, for money paid to the Department of Real
20 Estate under the terms of this Decision.

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

24 B. The remaining sixty (60) days of the ninety (90) day suspension shall be
25 stayed for two (2) years upon the following terms and conditions:

26 1. TREADWAY shall obey all laws, rules, and regulations governing the rights,
27 duties, and responsibilities of a real estate licensee in the State of California; and

1 2. That no final subsequent determination be made after hearing or upon
2 stipulation, that cause for disciplinary action occurred within two (2) years from the effective
3 date of this Decision. Should such a determination be made, the Commissioner may, in his
4 discretion, vacate, and set aside the stay order and re-impose all or a portion of the stayed
5 suspension. Should no such determination be made, the stay imposed herein shall become
6 permanent.

7
8 (PEREZ: [STAYED] SUSPENSION)

9 III.

10 All licenses and licensing rights of Respondent PEREZ under the Real Estate Law
11 are suspended for a period of ninety (90) days from the effective date of this Decision:

12 A. Provided, however, that the initial thirty (30) days of said suspension shall be
13 stayed upon condition that:

14 1. PEREZ pays a monetary penalty pursuant to California Business and
15 Professions Code section 10175.2 at the rate of \$50.00 per day for a monetary penalty of
16 \$1,500.00 total.

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

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

22 4. If PEREZ fails to pay the monetary penalty in accordance with the terms of the
23 Decision, the Commissioner may, without a hearing, order the immediate execution of all or any
24 part of the stayed suspension, in which event PEREZ shall not be entitled to any repayment nor
25 credit, prorated or otherwise, for money paid to the Department of Real Estate under the terms of
26 this Decision.

27 5. If PEREZ pays the monetary penalty and if no further cause for disciplinary

1 action against the real estate license of PEREZ occurs within two (2) years from the effective
2 date of the Decision, the stay hereby granted shall become permanent.

3 B. The remaining sixty (60) days of the ninety (90) day suspension shall be
4 stayed for two (2) years upon the following terms and conditions:

5 1. PEREZ shall obey all laws, rules, and regulations governing the rights, duties,
6 and responsibilities of a real estate licensee in the State of California; and

7 2. That no final subsequent determination be made after hearing or upon
8 stipulation, that cause for disciplinary action occurred within two (2) years from the effective
9 date of this Decision. Should such a determination be made, the Commissioner may, in his
10 discretion, vacate, and set aside the stay order and re-impose all or a portion of the stayed
11 suspension. Should no such determination be made, the stay imposed herein shall become
12 permanent.

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14 (GREI, TREADWAY, AND PEREZ: INVESTIGATION AND ENFORCEMENT COSTS)

15 IV.

16 Respondents GREI, TREADWAY, and PEREZ shall, within thirty (30) days from
17 the effective date of this Decision and Order, pay the sum of \$3,171.84 with joint and several
18 liability for the Commissioner's reasonable cost for investigation and enforcement which led to
19 this disciplinary action. Said payment shall be in the form of a cashier's check made payable to
20 the Department of Real Estate. The investigative and enforcement costs must be delivered to the
21 Department of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013,
22 within thirty (30) days from the effective date of this Decision and Order. If the costs of
23 investigation and enforcement are not paid within thirty (30) days from the effective date of this
24 Decision and Order, the licenses and license rights of Respondents GREI, TREADWAY, and
25 PEREZ shall automatically be suspended until full payment is made.

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(GREI, TREADWAY, AND PEREZ: AUDIT COSTS)

V.

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3 1. Pursuant to California Business and Professions Code section 10148,
4 Respondents GREI, TREADWAY, and PEREZ owe \$13,227.96 with joint and several
5 liability for the Commissioner's cost of the audit which led to this disciplinary
6 action. Respondents GREI, TREADWAY, and PEREZ shall pay such cost within thirty (30)
7 days of receiving an invoice therefore from the Commissioner. Payment of the audit cost should
8 not be made until Respondents GREI, TREADWAY, and/or PEREZ receive the invoice. If
9 Respondents GREI, TREADWAY, and PEREZ fail to satisfy this condition in a timely manner
10 as provided for herein, the real estate licenses of Respondents shall automatically be suspended
11 until payment is made in full, or until a decision providing otherwise is adopted following a
12 hearing.

13 2. Pursuant to California Business and Professions Code section 10148,
14 Respondents GREI and TREADWAY shall pay the Commissioner's reasonable cost, not to
15 exceed \$16,534.95, with joint and several liability, for audit(s) to determine if Respondents
16 GREI and/or TREADWAY have corrected the violations found in the Determination of Issues.
17 In calculating the amount of the Commissioner's reasonable cost, the Commissioner may use the
18 estimated average hourly salary for all persons performing audits of real estate broker(s), and
19 shall include an allocation for travel time to and from the auditor's place of work. Respondents
20 GREI and TREADWAY shall pay such cost within thirty (30) days of receiving an invoice
21 therefor from the Commissioner. Payment of the audit costs should not be made until
22 Respondents GREI and/or TREADWAY receives the invoice. If Respondents GREI and
23 TREADWAY fail to satisfy this condition in a timely manner as provided for herein, the real
24 estate license of Respondents GREI and TREADWAY shall automatically be suspended until
25 payment is made in full, or until a decision providing otherwise is adopted following a hearing
26 held pursuant to this condition.

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1 (TREADWAY AND PEREZ: PROFESSIONAL RESPONSIBILITY EXAMINATION)

2 VI.

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

11
12 DATED: 05/03/2024

13 
14 DIANE LEE
15 Counsel for Department of Real Estate

16 * * *

17 EXECUTION OF THE STIPULATION

18 I, CAROLYN OLIVIA TREADWAY, individually and as designated officer
19 of Gargro Real Estate, Inc., have read the Stipulation and discussed it with our attorney, Mary E.
20 Work, Esq. Its terms are understood by me and Gargro Real Estate, Inc., and are agreeable and
21 acceptable to me and Gargro Real Estate, Inc. I understand that I am waiving rights
22 given to me and Gargro Real Estate, Inc. by the California APA (including, but not limited to,
23 California Government Code sections 11506, 11508, 11509, and 11513), and I, individually and
24 as designated officer of Gargro Real Estate, Inc., willingly, intelligently, and voluntarily waive
25 those rights, including, but not limited to, the right of requiring the Commissioner to prove the
26 allegations in the Accusation at a hearing at which Gargro Real Estate, Inc. and I would have the
27 right to cross-examine witnesses against me and Gargro Real Estate, Inc. and to present evidence
in defense and mitigation of the charges.

1 I, ANTHONY ROBERT PEREZ, individually and as former designated officer
2 of Gargro Real Estate, Inc., have read the Stipulation and discussed it with our attorney, Mary E.
3 Work, Esq. Its terms are understood by me and Gargro Real Estate, Inc., and are agreeable and
4 acceptable to me and Gargro Real Estate, Inc. I understand that I am waiving rights
5 given to me and Gargro Real Estate, Inc. by the California APA (including, but not limited to,
6 California Government Code sections 11506, 11508, 11509, and 11513), and I, individually and
7 as designated officer of Gargro Real Estate, Inc., willingly, intelligently, and voluntarily waive
8 those rights, including, but not limited to, the right of requiring the Commissioner to prove the
9 allegations in the Accusation at a hearing at which Gargro Real Estate, Inc. and I would have the
10 right to cross-examine witnesses against me and Gargro Real Estate, Inc. and to present evidence
11 in defense and mitigation of the charges.

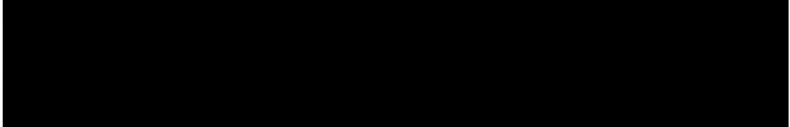
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13 MAILING AND E-MAIL

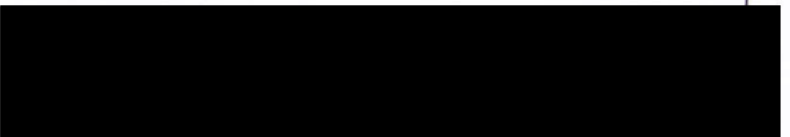
14 Respondents GREI, TREADWAY, and PEREZ shall mail the original signed
15 signature page of this Stipulation herein to Department of Real Estate, Attention: Legal Section –
16 Diane Lee, 320 West Fourth Street, Suite 350, Los Angeles, California 90013-1105.

17 In the event of time constraints before an administrative hearing, Respondents
18 GREI, TREADWAY, and PEREZ can signify acceptance and approval of the terms and
19 conditions of this Stipulation and Agreement by emailing a scanned copy of the signature page,
20 as actually signed by Respondents GREI, TREADWAY, and PEREZ, to the Department counsel
21 assigned to this case. Respondents GREI, TREADWAY, and PEREZ agree, acknowledge, and
22 understand that by electronically sending the Department a scan of Respondents GREI's,
23 TREADWAY's, and PEREZ's actual signatures as they appear on the Stipulation and
24 Agreement that receipt of the scan by the Department shall be binding on Respondents GREI,
25 TREADWAY, and PEREZ as if the Department had received the original signed Stipulation.

26 Respondents GREI's, TREADWAY's, and PEREZ's signatures below constitute
27 acceptance and approval of the terms and conditions of this Stipulation. Respondents GREI,

1 TREADWAY, and PEREZ agree, acknowledge, and understand that by signing this Stipulation,
2 Respondents GREI, TREADWAY, and PEREZ are bound by its terms as of the date of such
3 signatures and that this agreement is not subject to rescission or amendment at a later date except
4 by a separate Decision and Order of the Real Estate Commissioner.

5
6 DATED: 5/3/2024 
7 GARGRO REAL ESTATE, INC., by Carolyn Olivia
8 Treadway, designated officer of Gargro Real Estate, Inc.

9
10 DATED: 5/2/2024 
11 CAROLYN OLIVIA TREADWAY, individually and as
12 designated officer of Gargro Real Estate, Inc.

13
14 DATED: _____
15 ANTHONY ROBERT PEREZ, individually and as former
16 designated officer of Gargro Real Estate, Inc.

17
18 DATED: _____
19 MARY E. WORK, ESQ.
20 Attorney for Respondents GARGRO REAL ESTATE,
21 INC., CAROLYN OLIVIA TREADWAY, and
22 ANTHONY ROBERT PEREZ
23 *Approved as to Form*

24 * * *

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1 TREADWAY, and PEREZ agree, acknowledge, and understand that by signing this Stipulation,
2 Respondents GREI, TREADWAY, and PEREZ are bound by its terms as of the date of such
3 signatures and that this agreement is not subject to rescission or amendment at a later date except
4 by a separate Decision and Order of the Real Estate Commissioner.

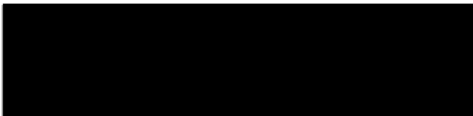
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6 DATED: _____

GARGRO REAL ESTATE, INC., by Carolyn Olivia
Treadway, designated officer of Gargro Real Estate, Inc.

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10 DATED: _____

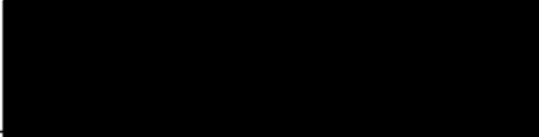
CAROLYN OLIVIA TREADWAY, individually and as
designated officer of Gargro Real Estate, Inc.

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13
14 DATED: 5-2-24



~~ANTHONY ROBERT PEREZ~~, individually and as former
designated officer of Gargro Real Estate, Inc.

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18 DATED: 5/3/2024



MARY E. WORK, ESQ.
Attorney for Respondents GARGRO REAL ESTATE,
INC., CAROLYN OLIVIA TREADWAY, and
ANTHONY ROBERT PEREZ
Approved as to Form

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The foregoing Stipulation and Agreement is hereby adopted as my Decision as to Respondents GARGRO REAL ESTATE, INC., CAROLYN OLIVIA TREADWAY, and ANTHONY ROBERT PEREZ, and shall become effective at 12 o'clock noon on

June 24, 2024

IT IS SO ORDERED

5/28/2024

CHIKA SUNQUIST
REAL ESTATE COMMISSIONER



By: Marcus L. McCarther
Chief Deputy Real Estate Commissioner