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MAR 10 2022

DEPT. OF REAL ESTATE

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BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of

DRE Case No. H-05211-SD

WINDFALL SPRINGS, INC.,
BARBARA BAKER, individually and
as designated officer of Windfall
Springs, Inc., and MARY
ELIZABETH STORM,

Respondents.

NUNC PRO TUNC ORDER

By Orders filed on February 2, 2022, the Stipulation and Agreement as to WINDFALL SPRINGS, INC. and BARBARA BAKER, and the Stipulation and Agreement as to MARY ELIZABETH STORM were adopted as the Decisions of the Real Estate Commissioner (“Decisions”) in the above-entitled matter. Said Decisions were signed on January 18, 2022, and were marked to become effective at “12 o’clock noon on February 22, 2021.”

The marking of the Decisions as effective on February 22, 2021, was an inadvertent clerical error and was not the result of a deliberative administrative decision.

Good cause appearing therefor, the Decisions of the Real Estate Commissioner in the above-entitled matter are corrected, *nunc pro tunc*, to modify the effective date on the final page of each Decision to state February 22, 2022.

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This Order shall be effective immediately.

IT IS SO ORDERED 3.4.22

DOUGLAS R. McCAULEY
REAL ESTATE COMMISSIONER

Douglas R. McCauley

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DEPT. OF REAL ESTATE

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BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

* * *

<p>In the Matter of the Accusation of</p> <p>WINDFALL SPRINGS, INC., BARBARA BAKER, individually and as designated officer of Windfall Springs, Inc., and MARY ELIZABETH STORM,</p> <p style="text-align: right;">Respondents.</p>	<p>H-05211-SD</p> <p>STIPULATION AND AGREEMENT AS TO MARY ELIZABETH STORM</p>
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It is hereby stipulated and agreed by and between Respondent MARY ELIZABETH STORM ("STORM"), ("Respondent") and her attorney of record, Frederick M. Ray, Esq., Ray & Bishop, 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 May 12, 2021 ("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 ("Stipulation").

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

4 3. On May 27, 2021, Respondent STORM filed a Notice of Defense pursuant to
5 section 11506 of the Government Code for the purpose of requesting a hearing on the allegations in
6 the Accusation. Respondent hereby freely and voluntarily withdraws said Notice of Defense.
7 Respondent acknowledges that Respondent understands that by withdrawing said Notice of
8 Defense, Respondent will thereby waive Respondent's right to require the Real Estate
9 Commissioner ("Commissioner") to prove the allegations in the Accusation at a contested hearing
10 held in accordance with the provisions of the APA and that Respondent will waive other rights
11 afforded to Respondent in connection with the hearing such as the right to present evidence in
12 defense of the allegations in the Accusation and the right to cross-examine witnesses.

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

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

24 6. It is understood by the parties that the Real Estate Commissioner may adopt the
25 Stipulation as his Decision in this matter, thereby imposing the penalty and sanctions on
26 Respondent's real estate licenses and license rights as set forth in the below Order. In the event
27 that the Commissioner in his discretion does not adopt the Stipulation, it shall be void and of no

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1 effect, and Respondent shall retain the right to a hearing and proceeding on the Accusation under
2 all the provisions of the APA and shall not be bound by any admission or waiver made herein.

3 7. The Order or any subsequent Order of the Commissioner made pursuant to this
4 Stipulation shall not constitute an estoppel, merger or bar to any further administrative or civil
5 proceedings by the Department with respect to any matters which were not specifically alleged to
6 be causes for the Accusation in this proceeding.

7 8. Respondent STORM understands that by agreeing to this Stipulation, Respondent
8 STORM agrees to pay, severally or jointly with Respondents WINDFALL SPRINGS, INC.
9 (“WSI”) and BARBAR BAKER (“BAKER”), pursuant to Business and Professions Code Section
10 10106, the cost of the investigation and enforcement of this matter. The amount of the
11 investigation costs is \$1,280.00 and the amount of the enforcement costs is \$1,651.20, for a sum
12 total of \$2,931.20. STORM understands that she is jointly and severally responsible for payment of
13 the sum total of \$2,931.20 along with Respondents WSI and BAKER.

14 DETERMINATION OF ISSUES

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

18 I.

19 The conduct, acts, and/or omissions of Respondent STORM as described in the Accusation,
20 constitute cause for the suspension or revocation of all real estate licenses and license rights of
21 Respondent STORM under California Business and Professions Code (“Code”) sections 10177(d)
22 and/or 10177(g).

23 ORDER

24 I.

25 All licenses and licensing rights of Respondent STORM under the Real Estate Law are
26 suspended for a period of ninety (90) days from the effective date of this Decision and Order;
27 provided, however, that:

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1 1. Thirty (30) days of said suspension shall be stayed upon the condition that
2 Respondent STORM petitions pursuant to Code Section 10175.2 and pays a monetary penalty
3 pursuant to Code Section 10175.2 at a rate of one hundred dollars (\$100.00) for each day of the
4 suspension for a total monetary penalty of \$3,000 (\$100.00 per day X thirty (30) days = \$3,000),
5 and upon the following terms and conditions:

6 a. Said payment shall be in the form of a cashier's check made payable to the
7 Department of Real Estate. Said check must be delivered to the Department of Real Estate,
8 Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective date
9 of this Decision and Order. **Payment of said monetary penalty should not be made until**
10 **the Stipulation has been approved by the Commissioner.**

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

13 c. No further cause for disciplinary action against the Real Estate license(s) of
14 Respondent STORM occurs within two (2) years from the effective date of the Decision
15 and Order in this matter.

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

22 e. If Respondent STORM fails to pay the monetary penalty in accordance with
23 the terms and conditions of this Decision and Order, the suspension shall go into effect
24 automatically. Respondent STORM shall not be entitled to any repayment nor credit,
25 prorated or otherwise, for money paid to the Department under the terms of this Decision
26 and Order.

27 f. If Respondent STORM pays the monetary penalty under this Stipulation and
28 Agreement and if no further cause for disciplinary action against the Real Estate license(s)

1 of Respondent STORM occurs within two (2) years from the effective date of this
2 Decision and Order, the entire stay hereby granted pursuant to this Decision and Order,
3 shall become permanent.

4 2. The remaining (60) days of said suspension shall be stayed for two (2) years upon
5 the following terms and conditions:

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

8 b. No further cause for disciplinary action against the Real Estate license(s) of
9 Respondent STORM occurs within two (2) years from the effective date of the Decision
10 and Order in this matter; and,

11 c. That no final subsequent determination be made, after hearing or upon
12 stipulation, that cause of disciplinary action occurred within two (2) years from the effective
13 date of this Decision and Order. Should such a determination be made, the Commissioner
14 may, in his discretion, vacate and set aside the stay order and reimpose all or a portion of
15 the stayed suspension. Should no such determination be made, the stay imposed herein
16 shall become permanent.

17 3. Respondent STORM shall pay, severally or jointly with Respondents WSI and
18 BAKER, the sum total of \$2,931.20, amounting to the Commissioner's reasonable cost of the
19 investigation and enforcement which led to this disciplinary action, **within one-hundred and**
20 **eighty (180) days from the effective date of this Decision and Order.** Said payment shall be in
21 the form of a cashier's check made payable to the Department of Real Estate. **The investigative**
22 **and enforcement costs must be delivered to the Department of Real Estate, Flag Section at**
23 **P.O. Box 137013, Sacramento, CA 95813-7013. Payment of investigation and enforcement**
24 **costs should not be made until the Stipulation has been approved by the Commissioner.** If
25 Respondents fail to satisfy this condition in a timely manner as provided for herein, Respondents'


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1 real estate licenses shall automatically be suspended until payment is made in full, or until a
2 decision providing otherwise is adopted following a hearing held pursuant to this condition.

3
4 DATED: 12/03/2021



Laurence D. Haveson
Counsel for Complainant

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6 * * *

7 EXECUTION OF THE STIPULATION

8 I have read this Stipulation and its terms are understood by me and are agreeable and
9 acceptable to me. I understand that I am waiving rights given to me by the California APA
10 (including, but not limited to, sections 11506, 11508, 11509, and 11513 of the Government Code),
11 and I willingly, intelligently, and voluntarily waive those rights, including the right of requiring the
12 Commissioner to prove the allegations in the Accusation at a hearing at which we would have the
13 right to cross-examine witnesses against me and to present evidence in defense and mitigation of
14 the charges.

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

24 MAILING

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

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

6
7 DATED: 12/1/2021 Mary Elizabeth Storm
8 Respondent MARY ELIZABETH STORM

9
10 DATED: 12/1/2021 Frederick M. Ray
11 Frederick M. Ray
12 Attorney for Respondent MARY ELIZABETH STORM
13 Approved as to Form

14
15 * * *

16 The foregoing Stipulation and Agreement in Settlement and Order is hereby adopted by me
17 as my Decision in this matter and shall become effective at 12 o'clock noon on
18 February 22, 2021.

19
20 IT IS SO ORDERED 1.18.22, 2021.

21 DOUGLAS R. McCAULEY
22 REAL ESTATE COMMISSIONER

23 Douglas R. McCauley
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FEB 02 2022

DEPT. OF REAL ESTATE

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BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

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In the Matter of the Accusation of

WINDFALL SPRINGS, INC.,
BARBARA BAKER, individually and
as designated officer of Windfall
Springs, Inc., and MARY
ELIZABETH STORM,

Respondents.

H-05211-SD

**STIPULATION AND AGREEMENT
AS TO WINDFALL SPRINGS, INC.
AND BARBARA BAKER**

It is hereby stipulated and agreed by and between Respondents WINDFALL SPRINGS, INC. (“WSI”) and BARBARA BAKER (“BAKER”), individually and as the former designated officer of WSI, (“Respondents”) and their 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 May 12, 2021 (“Accusation”) in this matter:

1. All issues which were to be contested and all evidence which was to be presented by Complainant and Respondents 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”).

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

4 3. On May 26, 2021, Respondents WSI and BAKER filed a Notice of Defense
5 pursuant to section 11506 of the Government Code for the purpose of requesting a hearing on the
6 allegations in the Accusation. Respondents hereby freely and voluntarily withdraw said Notice of
7 Defense. Respondents acknowledge that Respondents understand that by withdrawing said Notice
8 of Defense, Respondents will thereby waive Respondents' right to require the Real Estate
9 Commissioner ("Commissioner") to prove the allegations in the Accusation at a contested hearing
10 held in accordance with the provisions of the APA and that Respondents will waive other rights
11 afforded to Respondents in connection with the hearing such as the right to present evidence in
12 defense of the allegations in the Accusation and the right to cross-examine witnesses.

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

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

24 6. It is understood by the parties that the Real Estate Commissioner may adopt the
25 Stipulation as his Decision in this matter, thereby imposing the penalty and sanctions on
26 Respondents' real estate licenses and license rights as set forth in the below Order. In the event
27 that the Commissioner in his discretion does not adopt the Stipulation, it shall be void and of no

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1 effect, and Respondents shall retain the right to a hearing and proceeding on the Accusation under
2 all the provisions of the APA and shall not be bound by any admission or waiver made herein.

3 7. The Order or any subsequent Order of the Commissioner made pursuant to this
4 Stipulation shall not constitute an estoppel, merger or bar to any further administrative or civil
5 proceedings by the Department with respect to any matters which were not specifically alleged to
6 be causes for the Accusation in this proceeding.

7 8. Respondents WSI and BAKER understand that by agreeing to this Stipulation,
8 Respondents WSI and BAKER agree to pay, pursuant to Business and Professions Code Section
9 10106, the cost of the investigation and enforcement of this matter. The amount of the
10 investigation costs is \$1,280.00 and the amount of the enforcement costs is \$1,651.20, for a total of
11 \$2,931.20. WSI and BAKER understand that they are jointly and severally responsible for
12 payment of the sum total of \$2,931.20 along with Respondent MARY ELIZABETH STORM.

13 DETERMINATION OF ISSUES

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

17 I.

18 The conduct, acts, and/or omissions of Respondent WSI as described in the Accusation,
19 constitute cause for the suspension or revocation of all real estate licenses and license rights of
20 Respondent WSI under California Business and Professions Code ("Code") sections 10177(d)
21 and/or 10177(g).

22 II.

23 The conduct, acts, and/or omissions of Respondent BAKER, as described in the Accusation,
24 constitute cause for the suspension or revocation of all real estate licenses and license rights of
25 Respondent BAKER under Code Sections 10159.2, 10177(h), and 10177(d) and/or 10177(g), and
26 Title 10, Chapter 6, California Code of Regulations ("Regulations") section 2725.

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1 ORDER

2 I.

3 All licenses and licensing rights of Respondent WSI under the Real Estate Law are
4 suspended for a period of ninety (90) days from the effective date of this Decision and Order;
5 provided, however, that:

6 1. Thirty (30) days of said suspension shall be stayed upon the condition that
7 Respondent WSI petitions pursuant to Code Section 10175.2 and pays a monetary penalty pursuant
8 to Code Section 10175.2 at a rate of one hundred dollars (\$100.00) for each day of the suspension
9 for a total monetary penalty of \$3,000 (\$100.00 per day X thirty (30) days = \$3,000), and upon the
10 following terms and conditions:

11 a. Said payment shall be in the form of a cashier's check made payable to the
12 Department of Real Estate. Said check must be delivered to the Department of Real Estate,
13 Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective date
14 of this Decision and Order. **Payment of said monetary penalty should not be made until**
15 **the Stipulation has been approved by the Commissioner.**

16 b. Respondent WSI shall obey all laws, rules and regulations governing the
17 rights, duties and responsibilities of a real estate licensee in the State of California;

18 c. No further cause for disciplinary action against the Real Estate license(s) of
19 Respondent WSI occurs within three (3) years from the effective date of the Decision and
20 Order in this matter.

21 d. That no final subsequent determination be made, after hearing or upon
22 stipulation, that cause of disciplinary action occurred within three (3) years from the
23 effective date of this Decision and Order. Should such a determination be made, the
24 Commissioner may, in his discretion, vacate and set aside the stay order and reimpose all or
25 a portion of the stayed suspension. Should no such determination be made, the stay
26 imposed herein shall become permanent.

27 e. If Respondent WSI fails to pay the monetary penalty in accordance with the
28 terms and conditions of this Decision and Order, the suspension shall go into effect

1 automatically. Respondent WSI shall not be entitled to any repayment nor credit, prorated
2 or otherwise, for money paid to the Department under the terms of this Decision and Order.

3 f. If Respondent WSI pays the monetary penalty under this Stipulation and
4 Agreement and if no further cause for disciplinary action against the Real Estate license(s)
5 of Respondent WSI occurs within three (3) years from the effective date of this Decision
6 and Order, the entire stay hereby granted pursuant to this Decision and Order, shall become
7 permanent.

8 2. The remaining sixty (60) days of said suspension shall be stayed for three (3) years
9 upon the following terms and conditions:

10 a. Respondent WSI shall obey all laws, rules and regulations governing the
11 rights, duties and responsibilities of a real estate licensee in the State of California;

12 b. No further cause for disciplinary action against the Real Estate license(s) of
13 Respondent WSI occurs within three (3) years from the effective date of the Decision and
14 Order in this matter; and,

15 c. That no final subsequent determination be made, after hearing or upon
16 stipulation, that cause of disciplinary action occurred within three (3) years from the
17 effective date of this Decision and Order. Should such a determination be made, the
18 Commissioner may, in his discretion, vacate and set aside the stay order and reimpose all or
19 a portion of the stayed suspension. Should no such determination be made, the stay
20 imposed herein shall become permanent.

21 3. Respondent WSI shall pay, severally or jointly with Respondents BAKER and
22 MARY ELIZABETH STORM ("STORM"), the sum total of \$2,931.20, amounting to the
23 Commissioner's reasonable cost of the investigation and enforcement which led to this disciplinary
24 action, **within one-hundred and eighty (180) days from the effective date of this Decision and**
25 **Order.** Said payment shall be in the form of a cashier's check made payable to the Department of
26 Real Estate. **The investigative and enforcement costs must be delivered to the Department of**
27 **Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013. Payment of**
28 **investigation and enforcement costs should not be made until the Stipulation has been**

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

5 II.

6 All licenses and licensing rights of Respondent BAKER under the Real Estate Law are
7 suspended for a period of ninety (90) days from the effective date of this Decision and Order;
8 provided, however, that:

9 1. All licenses and licensing rights of Respondent BAKER under the Real Estate Law
10 are suspended for a period of thirty (30) days from the effective date of this Decision and Order.

11 2. Thirty (30) days of said suspension shall be stayed upon the condition that
12 Respondent BAKER petitions pursuant to Code Section 10175.2 and pays a monetary penalty
13 pursuant to Code Section 10175.2 at a rate of one hundred dollars (\$100.00) for each day of the
14 suspension for a total monetary penalty of \$3,000 (\$100.00 per day X thirty (30) days = \$3,000),
15 and upon the following terms and conditions:

16 a. Said payment shall be in the form of a cashier's check made payable to the
17 Department of Real Estate. Said check must be delivered to the Department of Real Estate,
18 Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective date
19 of this Decision and Order. **Payment of said monetary penalty should not be made until**
20 **the Stipulation has been approved by the Commissioner.**

21 b. Respondent BAKER shall obey all laws, rules and regulations governing the
22 rights, duties and responsibilities of a real estate licensee in the State of California;

23 c. No further cause for disciplinary action against the Real Estate license(s) of
24 Respondent BAKER occurs within three (3) years from the effective date of the Decision
25 and Order in this matter.

26 d. That no final subsequent determination be made, after hearing or upon
27 stipulation, that cause of disciplinary action occurred within three (3) years from the
28 effective date of this Decision and Order. Should such a determination be made, the

1 Commissioner may, in his discretion, vacate and set aside the stay order and reimpose all or
2 a portion of the stayed suspension. Should no such determination be made, the stay
3 imposed herein shall become permanent.

4 e. If Respondent BAKER fails to pay the monetary penalty in accordance with
5 the terms and conditions of this Decision and Order, the suspension shall go into effect
6 automatically. Respondent BAKER shall not be entitled to any repayment nor credit,
7 prorated or otherwise, for money paid to the Department under the terms of this Decision
8 and Order.

9 f. If Respondent BAKER pays the monetary penalty under this Stipulation and
10 Agreement and if no further cause for disciplinary action against the Real Estate license(s)
11 of Respondent BAKER occurs within three (3) years from the effective date of this
12 Decision and Order, the entire stay hereby granted pursuant to this Decision and Order,
13 shall become permanent.

14 3. The remaining thirty (30) days of said suspension shall be stayed for three (3) years
15 upon the following terms and conditions:

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

18 b. No further cause for disciplinary action against the Real Estate license(s) of
19 Respondent BAKER occurs within three (3) years from the effective date of the Decision
20 and Order in this matter; and,

21 c. That no final subsequent determination be made, after hearing or upon
22 stipulation, that cause of disciplinary action occurred within three (3) years from the
23 effective date of this Decision and Order. Should such a determination be made, the
24 Commissioner may, in his discretion, vacate and set aside the stay order and reimpose all or
25 a portion of the stayed suspension. Should no such determination be made, the stay
26 imposed herein shall become permanent.

27 4. Respondent BAKER shall pay, severally or jointly with Respondents WSI and
28 STORM, the sum total of \$2,931.20, amounting to the Commissioner's reasonable cost of the

1 investigation and enforcement which led to this disciplinary action, **within one-hundred and**
2 **eighty (180) days from the effective date of this Decision and Order.** Said payment shall be in
3 the form of a cashier's check made payable to the Department of Real Estate. **The investigative**
4 **and enforcement costs must be delivered to the Department of Real Estate, Flag Section at**
5 **P.O. Box 137013, Sacramento, CA 95813-7013. Payment of investigation and enforcement**
6 **costs should not be made until the Stipulation has been approved by the Commissioner.** If
7 Respondents fail to satisfy this condition in a timely manner as provided for herein, Respondents'
8 real estate licenses shall automatically be suspended until payment is made in full, or until a
9 decision providing otherwise is adopted following a hearing held pursuant to this condition.

10
11 DATED: 12/03/2021



12 Laurence D. Haveson
13 Counsel for Complainant

14 * * *

15 EXECUTION OF THE STIPULATION

16 We have read this Stipulation and its terms are understood by us and are agreeable and
17 acceptable to us. We understand that we are waiving rights given to us by the California APA
18 (including, but not limited to, sections 11506, 11508, 11509, and 11513 of the Government Code),
19 and we willingly, intelligently, and voluntarily waive those rights, including the right of requiring
20 the Commissioner to prove the allegations in the Accusation at a hearing at which we would have
21 the right to cross-examine witnesses against us and to present evidence in defense and mitigation of
22 the charges.

23 Respondents can signify acceptance and approval of the terms and conditions of this
24 Stipulation and Agreement by electronically e-mailing a copy of the signature pages, as actually
25 signed by Respondents, to the Department. Respondents agree, acknowledge, and understand that
26 by electronically sending to the Department an electronic copy of Respondents' actual signatures,
27 as they appear on the Stipulation, that receipt of the emailed copy by the Department shall be as
28 binding on Respondents as if the Department had received the original signed Stipulation. By

1 signing this Stipulation, Respondents understand and agree that Respondents may not withdraw
2 their agreement or seek to rescind the Stipulation prior to the time the Commissioner considers and
3 acts upon it or prior to the effective date of the Stipulation and Order.

4 MAILING

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

9 Respondents' signatures below constitute acceptance and approval of the terms and
10 conditions of this Stipulation. Respondents agree, acknowledge, and understand that by signing
11 this Stipulation Respondents are bound by its terms as of the date of such signature and that this
12 agreement is not subject to rescission or amendment at a later date except by a separate Decision
13 and Order of the Real Estate Commissioner.

14
15 DATED: 11-30-2021


Respondent WINDFALL SPRINGS, INC.

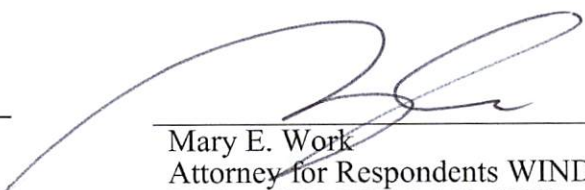
17 By (Printed Name): BARBARA BAKER

18 Title: PRESIDENT

19
20
21 DATED: 11-30-2021


Respondent BARBARA BAKER

22
23
24 DATED: 12/6/2021


Mary E. Work
Attorney for Respondents WINDFALL SPRINGS,
INC. and BARBARA BAKER
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 February 22, 2021.

IT IS SO ORDERED 1.18.22, 2021.

DOUGLAS R. McCAULEY
REAL ESTATE COMMISSIONER

Douglas R. McCauley