

1 Department of Real Estate
2 320 West 4th Street, Suite 350
3 Los Angeles, California 90013

4 Telephone: (213) 576-6982

FILED

OCT 16 2018

DEPT. OF REAL ESTATE
By 

8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of

No. H-41066 LA

12
13 DONALD JOHN SUTCLIFFE;
14 FATHOM REALTY GROUP, INC.;
15 WILLIAM A. THOMAN, individually and as
designated officer of TLQ Realty, Inc.; and
TLQ REALTY, INC.,

12
13 STIPULATION AND
14 AGREEMENT FOR WILLIAM
15 A. THOMAN AND TLQ
REALTY, INC.

16 Respondents.

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18 It is hereby stipulated by and between Respondents WILLIAM A. THOMAN
19 (“THOMAN”) and TLQ REALTY, INC. (“TRI”), both represented by Scott J. Harris, Esq., and
20 the Complainant, acting by and through Diane Lee, Counsel for the Department of Real Estate, as
21 follows for the purpose of settling and disposing of the Accusation (“Accusation”) filed on or
22 about June 4, 2018, in this matter:

23 1. All issues which were to be contested and all evidence which were to be
24 presented by Complainant and Respondents THOMAN and TRI at a formal hearing on the
25 Accusation, which hearing was to be held in accordance with the provisions of the California
26 Administrative Procedure Act (“APA”), shall instead and in place thereof be submitted solely on
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1 the basis of the provisions of this Stipulation and Agreement (“Stipulation”).

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

5 3. Respondents THOMAN and TRI each filed a Notice of Defense pursuant to
6 California Government Code section 11506 for the purpose of requesting a hearing on the
7 allegations in the Accusation. Respondents THOMAN and TRI hereby freely and voluntarily
8 withdraw said Notices of Defense. Respondents THOMAN and TRI acknowledge that they
9 understand that by withdrawing said Notices of Defense, they thereby waive their right to require
10 the Commissioner to prove the allegations in the Accusation at a contested hearing held in
11 accordance with the provisions of the APA and that Respondents THOMAN and TRI will waive
12 other rights afforded to them in connection with the hearing such as the right to present evidence
13 in their defense and the right to cross-examine witnesses.

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

20 5. It is understood by the parties that the Real Estate Commissioner may adopt
21 this Stipulation as his Decision in this matter thereby imposing the penalties and sanctions on the
22 real estate licenses and license rights of Respondents THOMAN and TRI as set forth in the
23 below “Order.” In the event that the Commissioner in his discretion does not adopt this
24 Stipulation, it shall be void and of no effect, and Respondents THOMAN and TRI shall retain the
25 right to a hearing and proceeding on the Accusation under the provisions of the APA and shall
26 not be bound by this Stipulation herein.

27 6. The Order or any subsequent Order of the Real Estate Commissioner made

1 not be entitled to any repayment nor credit, prorated or otherwise, for money paid to the
2 Department of Real Estate under the terms of this Decision.

3 5. If Respondent THOMAN pays the monetary penalty and if no further cause for
4 disciplinary action against the real estate license of Respondent THOMAN occurs within three
5 (3) years from the effective date of the Decision, the stay hereby granted shall become
6 permanent.

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

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

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

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

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25 (TRI: SUSPENSION)

26 II.

27 All licenses and licensing rights of Respondent TRI under the Real Estate Law are

1 suspended for a period of ninety (90) days from the effective date of this Decision:

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

4 1. Respondent TRI pays a monetary penalty pursuant to California Business and
5 Professions Code section 10175.2 at the rate of \$75.00 per day for a monetary penalty of
6 \$2,250.00 total.

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

10 3. No further cause for disciplinary action against the real estate license of
11 Respondent TRI occurs within three (3) years from the effective date of the Decision in this
12 matter.

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

18 5. If Respondent TRI pays the monetary penalty and if no further cause for
19 disciplinary action against the real estate license of Respondent TRI occurs within three (3) years
20 from the effective date of the Decision, the stay hereby granted shall become permanent.

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

23 1. Respondent TRI shall obey all laws, rules, and regulations governing the
24 rights, duties, and responsibilities of a real estate licensee in the State of California; and

25 2. That no final subsequent determination be made after hearing or upon
26 stipulation, that cause for disciplinary action occurred within three (3) years from the effective
27 date of this Decision. Should such a determination be made, the Commissioner may, in his

1 discretion, vacate, and set aside the stay order and re-impose all or a portion of the stayed
2 suspension. Should no such determination be made, the stay imposed herein shall become
3 permanent.

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5 (THOMAN AND TRI: INVESTIGATION AND ENFORCEMENT COSTS)

6 III.

7 Respondents THOMAN and TRI shall, within thirty (30) days from the effective
8 date of this Decision and Order, pay the sum of \$2,037.40 for the Commissioner's reasonable
9 cost for investigation and enforcement which led to this disciplinary action with joint and several
10 liability. Said payment shall be in the form of a cashier's check made payable to the Department
11 of Real Estate. The investigative and enforcement costs must be delivered to the Department of
12 Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013, within thirty (30)
13 days from the effective date of this Decision and Order. If the costs of investigation and
14 enforcement are not paid within thirty (30) days from the effective date of this Decision and
15 Order, the licenses and license rights of Respondents THOMAN and TRI shall automatically be
16 suspended until full payment is made.

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18 (THOMAN and TRI: AUDIT COSTS)

19 IV.

20 1. Pursuant to California Business and Professions Code section 10148,
21 Respondents THOMAN and TRI, jointly and severally, shall pay \$3,431.50 for the
22 Commissioner's cost of the audit which led to this disciplinary action. Respondents THOMAN
23 and TRI shall pay this \$3,431.50 within thirty (30) days of receiving an invoice therefore from
24 the Commissioner. Payment of audit costs should not be made until Respondents THOMAN
25 and/or TRI receives the invoice. If Respondents THOMAN and TRI fail to satisfy this condition
26 in a timely manner as provided for herein, the real estate license of Respondents THOMAN and
27 TRI shall automatically be suspended until payment is made in full, or until a decision providing

1 otherwise is adopted following a hearing held pursuant to this condition.

2 2. Pursuant to California Business and Professions Code section 10148,


3 Respondent TNCI shall pay the Commissioner's reasonable cost, not to exceed \$4,289.37, for an
4 audit to determine if Respondents THOMAN and TRI has corrected the violations found in the
5 Determination of Issues. In calculating the amount of the Commissioner's reasonable cost, the
6 Commissioner may use the estimated average hourly salary for all persons performing audits of
7 real estate broker(s), and shall include an allocation for travel time to and from the auditor's
8 place of work. Respondents THOMAN and TRI shall pay such cost within thirty (30) days of
9 receiving an invoice therefor from the Commissioner. Payment of the audit costs should not be
10 made until Respondent THOMAN and/or TNCI receives the invoice. If Respondents THOMAN
11 and TRI fail to satisfy this condition in a timely manner as provided for herein, the real estate
12 license of Respondents THOMAN and TRI shall automatically be suspended until payment is
13 made in full, or until a decision providing otherwise is adopted following a hearing held pursuant
14 to this condition.

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16 (THOMAN: TRUST FUND COURSE)

17 V.

18 All licenses and licensing rights of Respondent THOMAN are indefinitely
19 suspended unless or until Respondent THOMAN provides proof satisfactory to the
20 Commissioner, of having taken and successfully completed the continuing education course on
21 trust fund accounting and handling specified in California Business and Professions Code section
22 10170.5(a)(3). Proof of satisfaction of these requirements includes evidence that Respondent
23 THOMAN has successfully completed the trust fund account and handling continuing education
24 courses, no earlier than 120 days prior to the effective date of the Decision and Order in this
25 matter. Proof of completion of the trust fund accounting and handling course must be delivered
26 to the Department of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013
27 or by fax at 916-263-8758, prior to the effective date of this Decision and Order.

1 DATED: 09/26/2018



DIANE LEE, Counsel for
Department of Real Estate

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4 EXECUTION OF THE STIPULATION

5 I, WILLIAM A. THOMAN, individually and as designated officer of TLQ
6 REALTY, INC., have read the Stipulation and discussed it with our attorney, Scott J. Harris, Esq.
7 Its terms are understood by TRI and me, and are agreeable and acceptable to TRI and me. I
8 understand that TRI and I are waiving rights given to TRI and me by the California APA
9 (including, but not limited to, California Government Code sections 11506, 11508, 11509, and
10 11513), and TRI and I willingly, intelligently, and voluntarily waive those rights, including, but
11 not limited to, the right of requiring the Commissioner to prove the allegations in the Accusation
12 at a hearing at which TRI and I would have the right to cross-examine witnesses against TRI and
13 me, and to present evidence in defense and mitigation of the charges.

15 MAILING AND FACSIMILE

16 Respondents THOMAN and TRI (1) shall mail the original signed signature page
17 of this Stipulation herein to Department of Real Estate, Attention: Legal Section – Diane Lee,
18 320 West Fourth Street, Suite 350, Los Angeles, California 90013-1105. Respondents TRI AND
19 THOMAN shall also (2) facsimile a copy of signed signature page, to the Department of Real
20 Estate at the following telephone/fax number: (213) 576-6917, Attention: Diane Lee.

21 A facsimile constitutes acceptance and approval of the terms and conditions of
22 this Stipulation. Respondents THOMAN and TRI agree, acknowledge, and understand that by
23 electronically sending to the Department of Real Estate a facsimile copy of the actual signature of
24 THOMAN, individually and as designated officer of TRI, as it appears on the Stipulation that
25 receipt of the facsimile copy by the Department of Real Estate shall be as binding on
26 Respondents THOMAN and TRI as if the Department of Real Estate had received the original
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1 signed Stipulation.

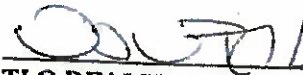
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3 DATED: 9/21/18


WILLIAM A. THOMAN


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6 DATED: 9/21/18


TLQ REALTY, INC., by William A. Thoman (designated officer)

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9 DATED: 9/25/18


SCOTT J. HARRIS, ESQ.
Attorney for Respondents WILLIAM A. THOMAN and TLQ REALTY, INC.

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The foregoing Stipulation and Agreement is hereby adopted as my Decision as to Respondents WILLIAM A. THOMAN and TLQ REALTY, INC., and shall become effective at 12 o'clock noon on November 15, 2018 .

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IT IS SO ORDERED October 8, 2018.

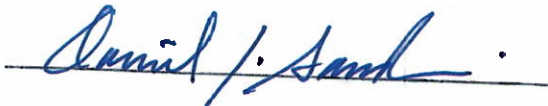
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DANIEL J. SANDRI
ACTING REAL ESTATE COMMISSIONER

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