

1 Department of Real Estate  
2 320 W. 4th Street, Suite 350  
3 Los Angeles, CA 90013-1105  
4 Telephone: (213) 576-6982

**FILED**  
OCT 12 2022  
DEPT. OF REAL ESTATE  
By 

8 BEFORE THE DEPARTMENT OF REAL ESTATE  
9 STATE OF CALIFORNIA

10 \* \* \*

11 In the Matter of the Accusation Against )  
12 )  
13 JERILYN ELIZABETH RITTGERS-SHAW, )  
14 Respondent. )  
15 )

DRE No. H-05268 SD  
OAH No. 2022050249

STIPULATION AND AGREEMENT  
IN SETTLEMENT AND ORDER

16 It is hereby stipulated by and between JERILYN ELIZABETH RITTGERS-SHAW  
17 (sometimes referred to as “Respondent”), acting by and through her attorney Mary E. Work,  
18 Esq., and the Complainant, acting by and through Judith B. Vasan, Counsel for the Department  
19 of Real Estate, as follows for the purpose of settling and disposing of the First Amended  
20 Accusation (“Accusation”) filed on March 29, 2022, in this matter:

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

26 2. Respondent received, read and understands the Statement to Respondent, the  
27 Discovery Provisions of the APA and the Accusation filed by the Department of Real Estate

1 (“Department”) in this proceeding.

2 3. Respondent filed a Notice of Defense pursuant to Section 11506 of the Government  
3 Code for the purpose of requesting a hearing on the allegations in the Accusation. Respondent  
4 hereby freely and voluntarily withdraws said Notice of Defense. Respondent acknowledges that  
5 Respondent understands that by withdrawing said Notice of Defense Respondent thereby waives  
6 Respondent’s right to require the Commissioner to prove the allegations in the Accusation at a  
7 contested hearing held in accordance with the provisions of the APA and that Respondent will  
8 waive other rights afforded to Respondent in connection with the hearing such as the right to  
9 present evidence in his defense, and the right to cross-examine witnesses.

10 4. This Stipulation is based on the factual allegations contained in the Accusation filed in  
11 this proceeding. In the interest of expedience and economy, Respondent chooses not to contest  
12 these factual allegations, but to remain silent and understands that, as a result thereof, these  
13 factual statements, will serve as a prima facie basis for the disciplinary action stipulated to  
14 herein. The Real Estate Commissioner shall not be required to provide further evidence to prove  
15 such allegations.

16 5. It is understood by the parties that the Real Estate Commissioner may adopt this  
17 Stipulation as his Decision in this matter thereby imposing the penalty and sanctions on  
18 Respondent’s real estate license and license rights as set forth in the below “Order.” In the event  
19 that the Commissioner in his discretion does not adopt the Stipulation, the Stipulation shall be  
20 void and of no effect and Respondent shall retain the right to a hearing and proceed on the  
21 Accusation under the provisions of the APA and shall not be bound by any stipulation or waiver  
22 made herein.

23 6. The Order or any subsequent Order of the Real Estate Commissioner made pursuant to  
24 this Stipulation shall not constitute an estoppel, merger or bar to any further administrative or  
25 civil proceedings by the Department with respect to any matters which were not specifically  
26 alleged to be causes for accusation in this proceeding.

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1 requirements.

2 4. Respondent further agrees that Respondent must satisfy the Education and  
3 Administrative Penalty provisions prior to reinstatement of their MLO license endorsement or  
4 issuance of another MLO license endorsement.

5 II. MORTGAGE LOAN ORIGINATION EDUCATION

6 1. Respondent shall, within ninety (90) days from the Effective Date of this Decision and  
7 Order, take and complete the following mortgage loan originator education requirements:

8 a) Twenty (20) hours of NMLS approved pre-licensure education ("PE"), which  
9 shall consist of fourteen (14) hours of federal law curriculum, three (3) hours of  
10 ethics curriculum, and three (3) hours of non-traditional mortgage lending  
11 curriculum. None of these twenty (20) hours of PE may be state-specific  
12 curriculum;

13 b) Eight (8) hours of continuing education ("CE"), which shall consist of four (4)  
14 hours of federal law curriculum, two (2) hours of ethics curriculum, and two (2)  
15 hours of non-traditional mortgage lending curriculum. None of these eight (8)  
16 hours of CE may be state-specific curriculum.

17 2. Respondent may not take any of the PE or CE provided for in Paragraph 1 of this  
18 Section in an online self-study format ("OSS").

19 3. For a period of three (3) years from the Effective Date of this Order, Respondent shall  
20 be required to complete any additional required PE and/or CE in a format other than OSS. If  
21 Respondent fails to comply with this condition, the renewal application or new application of  
22 Respondent will be deemed incomplete by the Department.

23 4. If Respondent fails to timely satisfy the education provided for in Paragraph 1 of this  
24 section, Respondent's MLO license endorsement shall remain suspended until Respondent  
25 presents evidence satisfactory to the Commissioner of having taken and successfully completed  
26 the education requirements.

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1 that by electronically sending the Department a scan of Respondent's actual signature as it  
2 appears on the Stipulation and Agreement that receipt of the scan by the Department shall be  
3 binding on Respondent as if the Department had received the original signed Stipulation and  
4 Agreement.

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

10 DATED: 9-6-2022

  
11 JERILYN ELIZABETH RITTGERS-SHAW  
12 Respondent

13 DATED: 9/6/2022

  
14 Mary E. Work, Esq.  
15 Counsel for Respondent  
16 Approved as to Form

17 The foregoing Stipulation and Agreement is hereby adopted as my Decision as to  
18 Respondent JERILYN ELIZABETH RITTGERS-SHAW and shall become effective at 12  
19 o'clock noon on NOV 14 2022

20 IT IS SO ORDERED 10.4.22

21 DOUGLAS R. McCAULEY  
22 REAL ESTATE COMMISSIONER

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