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BUREAU OF REAL ESTATE

By *[Signature]*

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Bureau of Real Estate
320 West Fourth Street, #350
Los Angeles, California 90013

BEFORE THE BUREAU OF REAL ESTATE
STATE OF CALIFORNIA

In the Matter of the Accusation of)	CALBRE No. H-39639 LA
)	OAH No. 2015020266
BONTERRE REALTY GROUP, INC.,)	
a licensed corporate real estate broker;)	<u>STIPULATION AND AGREEMENT</u>
)	
ANDREA G. POWERS, individually licensed)	
as a real estate broker and as designated officer)	
of Bonterre Realty Group, Inc.;)	
)	
MARLENE A. WATERHOUSE, a licensed)	
real estate salesperson; and)	
)	
NICOLE THEL, a licensed real estate)	
salesperson,)	
)	
Respondents.)	

It is hereby stipulated by and between Respondents BONTERRE REALTY GROUP, INC., ANDREA G. POWERS, MARLENE A. WATERHOUSE, and NICOLE THEL (collectively "Respondents") and their attorney, Andrew McCarron, and the Complainant, acting by and through Lissete Garcia, Counsel for the Bureau of Real Estate, as follows for the purpose of settling and disposing of the Accusation filed on October 30, 2014, in this matter:

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

6 2. Respondents have received, read, and understand the Statement to Respondent, the
7 Discovery Provisions of the APA and the Accusation filed by the Bureau of Real Estate
8 (“Bureau”), in this proceeding.

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

17 4. This Stipulation is based on the factual allegations contained in the Accusation filed in
18 this proceeding. In the interest of expedience and economy, Respondents choose not to contest
19 these factual allegations, but to remain silent and understand that, as a result thereof, these
20 factual statements, will serve as a prima facie basis for the disciplinary action stipulated to
21 herein. The Real Estate Commissioner shall not be required to provide further evidence to prove
22 such allegations.

23 5. This Stipulation and Respondents’ decision not to contest the Accusation are made for
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1 the purpose of reaching an agreed disposition of this proceeding and are expressly limited to this
2 proceeding and any other proceeding or case in which the Bureau or another licensing agency of
3 this state, another state or if the federal government is involved and otherwise shall not be
4 admissible in any other criminal or civil proceedings.

5 6. It is understood by the parties that the Real Estate Commissioner may adopt the
6 Stipulation as his decision in this matter thereby imposing the penalty and sanctions on
7 Respondents' real estate licenses and license rights as set forth in the below "Order". In the
8 event that the Commissioner in his discretion does not adopt the Stipulation, the Stipulation shall
9 be void and of no effect, and Respondents shall retain the right to a hearing on the Accusation
10 under all the provisions of the APA and shall not be bound by any stipulation or agreement made
11 herein.

12 7. The Order or any subsequent Order of the Real Estate Commissioner made pursuant to
13 this Stipulation shall not constitute an estoppel, merger or bar to any further administrative or
14 civil proceedings by the Bureau with respect to any conduct which was not specifically alleged
15 to be causes for accusation in this proceeding.

16 DETERMINATION OF ISSUES

17 By reason of the foregoing stipulation and agreement and solely for the purpose of
18 settlement of the pending Accusation without a hearing, it is stipulated and agreed that the
19 following determination of issues shall be made:

20 The conduct, acts and/or omissions of Respondents BONTERRE REALTY GROUP,
21 INC., ANDREA G. POWERS, and MARLENE A. WATERHOUSE, as set forth in Paragraphs
22 15 through 30 of the Accusation, constitute cause for the suspension or revocation of all real
23 estate licenses and license rights of Respondents BONTERRE REALTY GROUP, INC.,
24

1 ANDREA G. POWERS, and MARLENE WATERHOUSE under the provisions of Section
2 10177(d) of the Business and Professions Code (“Code”) for violation of Code section 10137.

3 The conduct, acts and/or omissions of Respondents MARLENE A. WATERHOUSE and
4 NICOLE THEL, as set forth in Paragraphs 15 through 30 of the Accusation, constitute cause for
5 the suspension or revocation of all real estate licenses and license rights of Respondents
6 MARLENE A. WATERHOUSE and NICOLE THEL under the provisions of Code Section
7 10177(d) for violation of Code section 10130.

8 The conduct, acts and/or omissions of Respondent ANDREA G. POWERS, as set forth in
9 Paragraphs 15 through 30 of the Accusation, constitute cause for the suspension or revocation of
10 all real estate licenses and license rights of Respondent ANDREA G. POWERS under the
11 provisions of Code Section 10177(h) for violation of Code section 10159.2.

12 ORDER

13 WHEREFORE, THE FOLLOWING ORDER is hereby made:

14 I.

15 All licenses and licensing rights of Respondent BONTERRE REALTY GROUP, INC.
16 under the Real Estate Law are suspended for a period of thirty (30) days from the effective date
17 of this Order; provided, however, that:

- 18 1) Twenty-five (25) days of said suspension shall be stayed, upon the condition
19 that Respondent petitions pursuant to Section 10175.2 of the Code and pays a
20 monetary penalty pursuant to Section 10175.2 of the Code at a rate of \$200
21 for each day of the suspension for a total monetary penalty of \$5,000.
22 2) Said payment shall be in the form of a cashier's check made payable to the
23 Bureau of Real Estate. Said check must be delivered to the Bureau of Real
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1 Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior
2 to the effective date of this Order.

3 3) No further cause for disciplinary action against the Real Estate licenses of
4 Respondent BONTERRE REALTY GROUP, INC. occurs within one (1) year
5 from the effective date of the Order in this matter.

6 4) If Respondent BONTERRE REALTY GROUP, INC. fails to pay the
7 monetary penalty in accordance with the terms and conditions of this Order,
8 the suspension shall go into effect automatically and remain in effect until
9 Respondent pays the monetary penalty in full.

10 5) If Respondent BONTERRE REALTY GROUP, INC. pays the monetary
11 penalty and any other moneys due under this Stipulation and Agreement and if
12 no further cause for disciplinary action against the real estate license of said
13 Respondent occurs within one (1) year from the effective date of this Order,
14 the entire stay hereby granted pursuant to this Order as to Respondent
15 BONTERRE REALTY GROUP, INC. shall become permanent.

16 II.

17 All licenses and licensing rights of Respondent ANDREA G. POWERS under the Real
18 Estate Law are suspended for a period of fifteen days (15) days from the effective date of this
19 Order; provided, however, that:

20 1) Fifteen (15) days of said suspension shall be stayed, upon the condition that
21 Respondent petitions pursuant to Section 10175.2 of the Code and pays a
22 monetary penalty pursuant to Section 10175.2 of the Code at a rate of \$100
23 for each day of the suspension for a total monetary penalty of \$1,500.
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- 1 2) Said payment shall be in the form of a cashier's check made payable to the
2 Bureau of Real Estate. Said check must be delivered to the Bureau of Real
3 Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior
4 to the effective date of this Order.
- 5 3) No further cause for disciplinary action against the Real Estate licenses of
6 Respondent ANDREA G. POWERS occurs within one (1) year from the
7 effective date of the Order in this matter.
- 8 4) If Respondent ANDREA G. POWERS fails to pay the monetary penalty in
9 accordance with the terms and conditions of this Order, the suspension shall
10 go into effect automatically and remain in effect until Respondent pays the
11 monetary penalty in full.
- 12 5) If Respondent ANDREA G. POWERS pays the monetary penalty and any
13 other moneys due under this Stipulation and Agreement and if no further
14 cause for disciplinary action against the real estate license of said Respondent
15 occurs within one (1) year from the effective date of this Order, the entire stay
16 hereby granted pursuant to this Order as to Respondent ANDREA G.
17 POWERS shall become permanent.
- 18 6) Respondent ANDREA G. POWERS shall, within nine (9) months from the
19 effective date of this Order, present evidence satisfactory to the Commissioner
20 that Respondent has, since the most recent issuance of an original or renewal
21 real estate license, taken and successfully completed the continuing education
22 requirements of Article 2.5 of Chapter 3 of the Real Estate Law for renewal of
23 a real estate license. If Respondent fails to satisfy this condition,
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1 Respondent's real estate license shall automatically be suspended until
2 Respondent presents evidence satisfactory to the Commissioner of having
3 taken and successfully completed the continuing education requirements.
4 Proof of completion of the continuing education courses must be delivered to
5 the Bureau of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA
6 95813-7013.

7 III.

8 All licenses and licensing rights of Respondent MARLENE A. WATERHOUSE under
9 the Real Estate Law are suspended for a period of thirty (30) days from the effective date of this
10 Order; provided, however, that:

- 11 1) Twenty-five (25) days of said suspension shall be stayed, upon the condition
12 that Respondent petitions pursuant to Section 10175.2 of the Code and pays a
13 monetary penalty pursuant to Section 10175.2 of the Code at a rate of \$100
14 for each day of the suspension for a total monetary penalty of \$2,500.
15 2) Said payment shall be in the form of a cashier's check made payable to the
16 Bureau of Real Estate. Said check must be delivered to the Bureau of Real
17 Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior
18 to the effective date of this Order.
19 3) No further cause for disciplinary action against the Real Estate licenses of
20 Respondent MARLENE A. WATERHOUSE occurs within one (1) year from
21 the effective date of the Order in this matter.
22 4) If Respondent MARLENE A. WATERHOUSE fails to pay the monetary
23 penalty in accordance with the terms and conditions of this Order, the
24

1 suspension shall go into effect automatically and remain in effect until
2 Respondent pays the monetary penalty in full.

3 5) If Respondent MARLENE A. WATERHOUSE pays the monetary penalty
4 and any other moneys due under this Stipulation and Agreement and if no
5 further cause for disciplinary action against the real estate license of said
6 Respondent occurs within one (1) year from the effective date of this Order,
7 the entire stay hereby granted pursuant to this Order as to Respondent
8 MARELENE A. WATERHOUSE shall become permanent.

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

21 IV.

22 The real estate salesperson license of Respondent NICOLE THEL is hereby publicly
23 reproved.

V.

All licenses and licensing rights of Respondents BONTERRE REALTY, GROUP, INC.,
ANDREA G. POWERS, and MARLENE A. WATERHOUSE are indefinitely suspended unless
or until Respondents jointly or severally pay the sum of \$4,947.05 for the Commissioner's
reasonable cost of the investigation and enforcement which led to this disciplinary action. Said
payment shall be in the form of a cashier's check made payable to the Bureau of Real Estate.
The investigative and enforcement costs must be delivered to the Bureau of Real Estate, Flag
Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective date of this
Order.

The Commissioner may suspend Respondents' licenses pending a hearing held in
accordance with California Government Code Section 11500, et seq., if payment is not timely
made as provided for herein. The suspensions shall remain in effect until payment is made in
full or until a decision providing otherwise is adopted following a hearing held pursuant to this
condition.

DATED: July 2, 2015


LISSETE GARCIA Counsel for Complainant

* * *

We have read the Stipulation and Agreement, have discussed it with our attorney, and its
terms are understood by us and are agreeable and acceptable to us. We understand that we are
waiving rights given to us by the California Administrative Procedure Act (including but not
limited to Sections 11506, 11508, 11509 and 11513 of the Government Code), and we willingly,
intelligently and voluntarily waive those rights, including the right of requiring the
Commissioner to prove the allegations in the Accusation at a hearing at which we would have

1 the right to cross-examine witnesses against us and to present evidence in defense and mitigation
2 of the charges.

3 Respondents can signify acceptance and approval of the terms and conditions of this
4 Stipulation and Agreement by faxing a copy of the signature pages, as actually signed by
5 Respondents, to the Bureau at fax number (213) 576-6917. Respondents agree, acknowledge,
6 and understand that by electronically sending to the Bureau a fax copy of their actual signatures
7 as they appear on the Stipulation and Agreement, that receipt of the faxed copy by the Bureau
8 shall be as binding on Respondents as if the Bureau had received the original signed Stipulation
9 and Agreement.

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DATED: _____

On behalf of BONTERRE REALTY GROUP,
INC., Respondent

DATED: _____

ANDREA G. POWERS, Respondent

DATED: _____

MARLENE A. WATERHOUSE, Respondent

DATED: _____

NICOLE THEL, Respondent

*I have reviewed the Stipulation and Agreement as to form and content and have
advised my client accordingly.*

DATED: _____

ANDREW MCCARRON,
Attorney for Respondents

06/23/2015 TUE 10:32 FAX

0012/013

1 the right to cross-examine witnesses against us and to present evidence in defense and mitigation
2 of the charges.

3 Respondents can signify acceptance and approval of the terms and conditions of this
4 Stipulation and Agreement by faxing a copy of the signature pages, as actually signed by
5 Respondents, to the Bureau at fax number (213) 876-6917. Respondents agree, acknowledge,
6 and understand that by electronically sending to the Bureau a fax copy of their actual signatures
7 as they appear on the Stipulation and Agreement, that receipt of the faxed copy by the Bureau
8 shall be as binding on Respondents as if the Bureau had received the original signed Stipulation
9 and Agreement.

11 DATED: 7/1/15

Andrea J. Power
On behalf of MONTROSE REALTY GROUP,
INC., Respondent

13 DATED: 7/1/15

Andrea J. Power
ANDREA G. POWERS, Respondent

15 DATED: 7/1/15

Marlene A. Waterhouse
MARLENE A. WATERHOUSE, Respondent

17 DATED: 7/1/15

Nicole Hill
NICOLE HILL, Respondent

19
20 I have reviewed the Stipulation and Agreement as to form and content and have
21 advised my client accordingly.

23 DATED: _____

ANDREW MCCARRON,
Attorney for Respondents

1 the right to cross-examine witnesses against us and to present evidence in defense and mitigation
2 of the charges.

3 Respondents can signify acceptance and approval of the terms and conditions of this
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5 Respondents, to the Bureau at fax number (213) 576-6917. Respondents agree, acknowledge,
6 and understand that by electronically sending to the Bureau a fax copy of their actual signatures
7 as they appear on the Stipulation and Agreement, that receipt of the faxed copy by the Bureau
8 shall be as binding on Respondents as if the Bureau had received the original signed Stipulation
9 and Agreement.

10

11 DATED: _____

On behalf of BONTERRE REALTY GROUP,
INC., Respondent

12

13 DATED: _____

ANDREA G. POWERS, Respondent

14

15 DATED: _____

MARLENE A. WATERHOUSE, Respondent

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17 DATED: _____

NICOLE THEL, Respondent

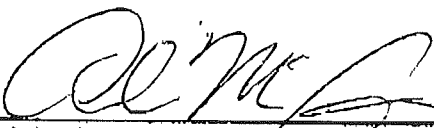
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19

20 *I have reviewed the Stipulation and Agreement as to form and content and have*
21 *advised my client accordingly.*

21

22 DATED: 7/1/15


ANDREW MCCARRON,
Attorney for Respondents

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The foregoing Stipulation and Agreement is hereby adopted as my Decision in
this matter and shall become effective at 12 o'clock noon on AUG 26 2015.

IT IS SO ORDERED July 28, 2015

REAL ESTATE COMMISSIONER



By: JEFFREY MASON
Chief Deputy Commissioner