

Bureau of Real Estate  
320 West 4th Street, Ste. 350  
Los Angeles, California 90013-1105  
Telephone: (213) 576-6982

**FILED**

JUN 23 2016

BUREAU OF REAL ESTATE

By *[Signature]*

BEFORE THE BUREAU OF REAL ESTATE

STATE OF CALIFORNIA

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In the Matter of the Accusation of	)	No. H-40119 LA
	)	
CH MARKET CENTER INC.;	)	
	)	
JAMES T. DUNKELMAN, individually	)	<u>STIPULATION</u>
and as former designated officer of	)	<u>AND</u>
CH Market Center Inc.;	)	<u>AGREEMENT</u>
	)	
LUIS WEI-YUAN HONG, individually	)	
and as designated officer of	)	
CH Market Center Inc.; and	)	
	)	
<u>SHARON FAYE BURT,</u>	)	
	)	
Respondents.	)	

It is hereby stipulated by and between Respondent SHARON FAYE BURT ("BURT" or "Respondent" or "Respondent BURT"), represented by Kelly A. Neavel, Esq./The Giardinelli Law Group, and the Complainant, acting by and through Julie L. To, Counsel for the Bureau of Real Estate, as follows for the purpose of settling and disposing of the Accusation filed on January 28, 2016.

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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").

2. Respondent has received, read and understands the Statement to Respondent, the Discovery Provisions of the APA and the Accusation filed by the Bureau of Real Estate ("Bureau") in this proceeding.

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

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

5. This Stipulation is made for the purpose of reaching an agreed disposition of this proceeding and is expressly limited to this proceeding and any other proceeding or case in which the Bureau of Real Estate, the state or federal government, or any agency of this state,

another state or federal government is involved, and otherwise shall not be admissible in any other criminal or civil proceeding.

6. It is understood by the parties that the Real Estate Commissioner may adopt this Stipulation as the Commissioner's Decision in this matter thereby imposing the penalty and sanctions on Respondent's real estate license and license rights as set forth in the "Order" herein below. In the event that the Commissioner in his discretion does not adopt the Stipulation, it shall be void and of no effect and Respondent shall retain the right to a hearing and proceeding on the Accusation under the provisions of the APA and shall not be bound by any stipulation or waiver made herein.

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

8. Respondent understands that by agreeing to this Stipulation, Respondent agrees to pay, pursuant to Business and Professions Code Section 10106, the Commissioner's cost of the investigation and enforcement. The amount of said costs is \$1,095.48.

#### DETERMINATION OF ISSUES

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

The conduct, acts or omissions of Respondent SHARON FAYE BURT, as described in Paragraph 4, herein above, are in violation of Business and Professions Code ("Code") Sections: 10130, 10166.02, and 10176(a), and are bases for the suspension or revocation of Respondent's license and license rights as a violation of the Real Estate Law

pursuant to Code Sections 10177(d), and 10177(g).

ORDER

WHEREFORE, THE FOLLOWING ORDER is hereby made:

All licenses and licensing rights of Respondent SHARON FAYE BURT under the Real Estate Law are suspended for a period of thirty (30) days from the effective date of this Decision: provided, however, that:

1. Thirty (30) days of said suspension shall be stayed, upon the condition that Respondent petitions pursuant to Section 10175.2 of the Code and pays a monetary penalty pursuant to Section 10175.2 of the Code at a rate of \$50.00 for each day of the suspension for a total monetary penalty of \$1,500.00.

a. Said payment shall be in the form of a cashier's check made payable to the Bureau of Real Estate. Said check 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 Decision and Order.

b. No further cause for disciplinary action against the Real Estate license of Respondent occurs within one (1) year from the effective date of the Decision and Order in this matter.

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

d. If Respondent pays the monetary penalty and any other moneys due under this  
Stipulation and Agreement and if no further cause for disciplinary action against the real estate license of said Respondent occurs within one (1) year from the effective date of this Decision and Order, the entire stay hereby granted pursuant to this Decision and Order shall become permanent.

2. All licenses and licensing rights of Respondent are indefinitely suspended  
unless or until Respondent pays the sum of \$1,095.48 for the Commissioner's reasonable costs of investigation and enforcement which led to this disciplinary action. Said payment shall be in the form of a cashier's check or certified 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 Decision and Order.

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

4. Respondent shall, within six (6) months from the effective date of this Decision  
and Order, take and pass the Professional Responsibility Examination administered by the

Bureau including the payment of the appropriate examination fee. If Respondent fails to satisfy this condition, Respondent's real estate license shall automatically be suspended until Respondent passes the examination.

DATED: 6-7-16

  
\_\_\_\_\_  
Julie L. To, Counsel for  
Bureau of Real Estate

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EXECUTION OF THE STIPULATION

I have read the Stipulation and Agreement and discussed it with my attorney. Its terms are understood by me and are agreeable and acceptable to me. I understand that I am waiving rights given to me by the California Administrative Procedure Act (including but not limited to Sections 11506, 11508, 11509 and 11513 of the Government Code), and I 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 I would have the right to cross-examine witnesses against me and to present evidence in defense and mitigation of the charges.

MAILING AND FACSIMILE

Respondent can signify acceptance and approval of the terms and conditions of this Stipulation and Agreement by sending a hard copy of the original signed signature page(s) of the Stipulation herein to Julie L. To, Legal Section, Bureau of Real Estate, 320 W. Fourth St., Suite 350, Los Angeles, California 90013-1105. In the event of time constraints before an administrative hearing, Respondent can signify acceptance and approval of the terms and conditions of this Stipulation and Agreement by emailing a scanned copy of the signature page, as actually signed by Respondent, to the Bureau counsel assigned to this case. Respondent agrees, acknowledges and understands that by electronically sending to the Bureau a scan of copy

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ORIGINAL

of Respondent's actual signature as it appears on the Stipulation and Agreement, that receipt of the scan by the Bureau shall be binding on Respondent as if the Bureau had received the original signed Stipulation and Agreement.

DATED: 5-25-16

Sharon Faye Burt  
SHARON FAYE BURT, Respondent

DATED: \_\_\_\_\_

\_\_\_\_\_  
Kelly A. Neavel, Esq./The Giardinelli Law Group  
Attorney for Respondent  
Approved as to form

\* \* \*

The foregoing Stipulation and Agreement is hereby adopted as my Decision as to Respondent SHARON FAYE BURT and shall become effective at 12 o'clock noon on \_\_\_\_\_, 2016.

IT IS SO ORDERED \_\_\_\_\_, 2016.

REAL ESTATE COMMISSIONER

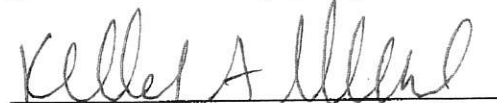
\_\_\_\_\_  
WAYNE S. BELL

of Respondent's actual signature as it appears on the Stipulation and Agreement, that receipt of the scan by the Bureau shall be binding on Respondent as if the Bureau had received the original signed Stipulation and Agreement.

DATED: 5-25-16

  
SHARON FAYE BURT, Respondent

DATED: 5-26-16

  
Kelly A. Neavel, Esq./The Giardinelli Law Group  
Attorney for Respondent  
Approved as to form

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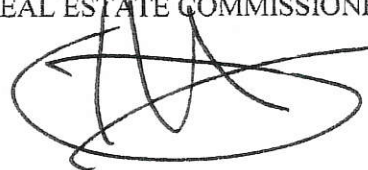
The foregoing Stipulation and Agreement is hereby adopted as my Decision as to Respondent SHARON FAYE BURT and shall become effective at 12 o'clock noon on

JUL 13 2016, 2016.

IT IS SO ORDERED

JUNE 16, 2016.

**WAYNE S. BELL**  
REAL ESTATE COMMISSIONER



By: JEFFREY MASON  
Chief Deputy Commissioner

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