

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

**FILED**

MAY 20 2021

DEPT. OF REAL ESTATE

By *[Signature]*

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

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11	In the Matter of the Accusation of	)	No. H-41736 LA
12	EVEREST REALTY GROUP	)	STIPULATION
13	CALIFORNIA, LTD.;	)	AND
14	CHARLENE M. SIEMON,	)	AGREEMENT
15	as designated officer of Everest Realty	)	
16	Group California, Ltd.; and	)	
17	LAURA LEE BAYER,	)	
18	as former designated officer of	)	
	Everest Realty Group California, Ltd.,	)	
	Respondents.	)	

19 It is hereby stipulated by and between Respondents EVEREST REALTY GROUP  
20 CALIFORNIA, LTD. ("ERGC"); CHARLENE M. SIEMON ("SIEMON"); LAURA LEE  
21 BAYER ("BAYER") (collectively, "Respondents"), represented by Frank M. Buda of the Law  
22 Office of Frank M. Buda, and the Complainant, acting by and through Julie L. To, Counsel for  
23 Complainant, the Department of Real Estate ("Department" or "DRE"), as follows for the  
24 purpose of settling and disposing of the Accusation ("Accusation") filed on July 21, 2020, in  
25 Case No. H-41736 LA, in this matter.

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27 DRE Stipulation and Agreement: Everest Realty Group California, Ltd. et al., H-41736 LA

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

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

9                   3. On July 29, 2020, Respondents timely filed their Notices of Defense pursuant  
10 to Section 11506 of the Government Code for the purpose of requesting a hearing on the  
11 allegations in the Accusation. Respondents hereby freely and voluntarily withdraw said Notices  
12 of Defense. Respondents acknowledge that they understand that by withdrawing said Notices of  
13 Defense they thereby waive their rights to require the Commissioner to prove the allegations in  
14 the Accusation at a contested hearing held in accordance with the provisions of the APA and that  
15 they will waive other rights afforded to them in connection with the hearing such as the right to  
16 present evidence in their defense and the right to cross-examine witnesses.

17                   4. This Stipulation is based on the factual allegations contained in the Accusation.  
18 In the interest of expedience and economy, Respondents choose not to contest these allegations,  
19 but to remain silent, and understand that, as a result thereof, these factual allegations, without  
20 being admitted or denied, 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 said factual allegations.

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

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

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

19                   8. Respondents understand that by agreeing to this Stipulation, Respondents agree  
20 to jointly and severally pay for the cost of the audit which resulted in the determination that  
21 Respondents committed the violations found in the Determination of Issues, pursuant to Business  
22 and Professions Code ("Code") Section 10148. The amount of said costs for the original audit  
23 (LA180091) is \$14,934.52. Respondents agree to jointly and severally pay \$14,934.52, pursuant  
24 to Code Section 10148, for the cost of Audit No. LA180091.

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1                   9. Respondents have received, read, and understand the "Notice Concerning  
2 Costs of Subsequent Audit." Respondents further understand that by agreeing to this Stipulation,  
3 the findings set forth below in the Determination of Issues become final, and the Commissioner  
4 may charge Respondent ERGC and SIEMON for the cost of any subsequent audits conducted  
5 pursuant to Code Section 10148 to determine if the violations have been corrected. The  
6 maximum cost of the follow-up audits will not exceed one-hundred twenty-five percent (125%)  
7 of the cost of the original audit; in the instant case, the cost of the original audit is \$14,934.52  
8 and the maximum cost of the follow-up audit will not exceed \$18,668.15 ( $\$14,934.52 \times 125\% =$   
9  $\$18,668.15$ ). Therefore, Respondent ERGC and SIEMON may be charged a maximum of  
10 \$18,668.15 in the event of a subsequent audit.

11                   10. Respondents understand that by agreeing to this Stipulation, Respondents  
12 agree to jointly and severally pay the Commissioner's cost of the investigation and enforcement  
13 which resulted in the determination that Respondents committed the violations found in the  
14 Determination of Issues, pursuant to Code Section 10106. The amount of said investigation and  
15 enforcement costs is \$2,105.10 (comprised of \$1,010.70 in investigation costs and \$1,094.40 in  
16 enforcement costs); therefore, Respondents agree to jointly and severally pay, pursuant to Code  
17 Section 10106, the amount \$2,105.10.

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1 DETERMINATION OF ISSUES

2 By reason of the foregoing stipulations, admissions and waivers, and solely for the  
3 purpose of settlement of the pending Accusation without a hearing, it is stipulated and agreed  
4 that the following determination of issues shall be made:

5 The conduct, acts or omissions of Respondents, as described in Paragraph 4,  
6 herein above, are in violation of:

- 7 - Code Section 10145 and Regulation 2832.1 (ERGC);  
8 - Code Section 10145 and Regulation 2831.2 (ERGC);  
9 - Code Section Code Section 10145 and Regulation 2834 (ERGC, SIEMON,  
10 BAYER);  
11 - Code Section 10159.5 and Regulation 2731 (ERGC, BAYER); and  
12 - Code Sections 10159.2 and 10177(h) and Regulation 2725 (SIEMON,  
13 BAYER),

14 and are bases for the suspension or revocation of the license and license rights of Respondents  
15 ERGC, SIEMON and BAYER as a violation of the Real Estate Law pursuant to Code Section  
16 10177(d).

17 ORDER

18 WHEREFORE, THE FOLLOWING ORDER is hereby made:

19 I.

20 All licenses and licensing rights of Respondents EVEREST REALTY GROUP  
21 CALIFORNIA, LTD., CHARLENE M. SIEMON, and LAURA LEE BAYER under the Real  
22 Estate Law are suspended for a period of sixty (60) days from the effective date of this Decision  
23 and Order; provided, however, that:

24 1. All sixty (60) days of said suspension shall be stayed, upon the condition that  
25 each Respondent petitions pursuant to Code Section 10175.2 and pays a monetary penalty  
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1 pursuant to Code Section 10175.2 at a rate of twenty-five dollars (\$25.00) for each day of the  
2 suspension for a total monetary of \$1,500.00 apiece.

3 a) Said payment shall be in the form of a cashier's check made payable to  
4 the Department of Real Estate. Said check must be delivered to the  
5 Department of Real Estate, Flag Section, P.O. Box 137013, Sacramento,  
6 CA 95813-7013, prior to the effective date of this Decision and Order.

7 b) No further cause for disciplinary action against the Real Estate  
8 license(s) of Respondents occur within two (2) years from the effective  
9 date of the Decision and Order in this matter.

10 c) If a Respondent fails to pay the monetary penalty in accordance with the  
11 terms and conditions of this Decision and Order, the suspension as to that  
12 Respondent shall go into effect automatically. Respondent shall not be  
13 entitled to any repayment nor credit, prorated or otherwise, for money paid  
14 to the Department under the terms of this Decision and Order.

15 d) Respondents shall obey all laws, rules and regulations governing the  
16 rights, duties and responsibilities of a real estate licensee in the State of  
17 California; and,

18 e) If Respondents pay their respective monetary penalty and any other  
19 moneys due under this Stipulation and Agreement, and if no further cause  
20 for disciplinary action against the Real Estate license(s) of Respondents  
21 occurs within two (2) years from the effective date of this Decision and  
22 Order, the entire stay hereby granted pursuant to this Decision and Order  
23 shall become permanent. Should a final subsequent determination be  
24 made, after hearing or upon stipulation, that cause of disciplinary action  
25 occurred within two (2) years from the effective date of this Decision and  
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Order, the Commissioner may, in his discretion, vacate and set aside the stay order and reimpose all or a portion of the stayed suspension.

2. All licenses and licensing rights of Respondents SIEMON AND BAYER are indefinitely suspended unless or until Respondents provide proof satisfactory to the Commissioner of having taken and successfully completed the continuing education course on trust fund accounting and handling specified in paragraph (3) of subdivision (a) of Section 10170.5 of the Business and Professions Code. Proof of satisfaction of these requirements includes evidence that Respondents have successfully completed the trust fund accounting courses, no earlier than one hundred and twenty (120) days prior to the effective date of the Decision and Order in this matter. Proof of completion of the trust fund accounting and handling courses must be delivered to the Department of Real Estate, Flag Section, P.O. Box 137013, Sacramento, CA 95813-7013 or by fax at 916-263-8758.

3. Respondents SIEMON and BAYER shall, within twelve (12) months from the effective date of this Decision and Order, take and pass the Professional Responsibility Examination ("PRE") administered by the Department, including the payment of the appropriate examination fee. If the Department has not resumed administration of the PRE, or suspends the administration of the PRE, the time period shall be extended by the amount of time that the DRE was not administering the PRE. Failure to satisfy this condition shall result in automatic suspension of that Respondent's real estate license until that Respondent passes the examination.

4. All licenses and licensing rights of Respondents are indefinitely suspended unless or until Respondents jointly and severally pay the sum of \$2,105.10 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 Department of Real Estate. The investigation and enforcement costs must be delivered to the


1 Department of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior  
2 to the effective date of this Decision and Order.

3 5. Pursuant to Section 10148 of the Code, Respondents shall jointly and severally  
4 pay the sum of \$14,934.52 for the Commissioner's cost of the audit which led to this disciplinary  
5 action. Respondents shall pay such cost within sixty (60) days of receiving an invoice therefore  
6 from the Commissioner. Payment of audit costs should not be made until Respondents receive  
7 the invoice. If Respondents fail to satisfy this condition in a timely manner as provided for  
8 herein, Respondents' real estate licenses shall automatically be suspended until payment is made  
9 in full, or until a decision providing otherwise is adopted following a hearing held pursuant to  
10 this condition.

11 6. Pursuant to Section 10148 of the Code, Respondents ERGC and SIEMON  
12 shall pay the Commissioner's reasonable cost, not to exceed \$18,668.15 [or, 125% of the original  
13 audit cost], for a subsequent audit to determine if Respondents ERGC and SIEMON have  
14 corrected the violations found in the Determination of Issues. In calculating the amount of the  
15 Commissioner's reasonable cost, the Commissioner may use the estimated average hourly salary  
16 for all persons performing audits of real estate brokers, and shall include an allocation for travel  
17 time to and from the auditor's place of work. Respondents ERGC and SIEMON shall pay such  
18 cost within sixty (60) days of receiving an invoice therefore from the Commissioner. Payment of  
19 the audit costs should not be made until Respondents ERGC and SIEMON receive the invoice.  
20 If Respondents fail to satisfy this condition in a timely manner as provided for herein,  
21 Respondent ERGC and Respondent SIEMON's real estate licenses shall automatically be  
22 suspended until payment is made in full, or until a decision providing otherwise is adopted  
23 following a hearing held pursuant to this condition.

24 4-8-21

25 Dated

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25 \_\_\_\_\_  
26 Julie L. To, Counsel for  
27 Department of Real Estate

DRE Stipulation and Agreement: Everest Realty Group California, Ltd. et al., H-41736 LA



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2 EXECUTION OF THE STIPULATION

3 We have read the Stipulation and Agreement. Its terms are understood by us and  
4 are agreeable and acceptable to us. We understand that we are waiving rights given to us by the  
5 California Administrative Procedure Act (including but not limited to Sections 11506, 11508,  
6 11509 and 11513 of the Government Code), and we willingly, intelligently and voluntarily waive  
7 those rights, including the right of requiring the Commissioner to prove the allegations in the  
8 Accusation at a hearing at which we would have the right to cross-examine witnesses against us  
9 and to present evidence in defense and mitigation of the charges.

10 MAILING AND FACSIMILE

11 Respondents can signify acceptance and approval of the terms and conditions of  
12 this Stipulation and Agreement by sending a hard copy of the original signed signature page of  
13 the Stipulation herein to Julie L. To, Legal Section, Department of Real Estate, 320 W. Fourth  
14 St., Suite 350, Los Angeles, California 90013-1105. In the event of time constraints before an  
15 administrative hearing, Respondents can signify acceptance and approval of the terms and  
16 conditions of this Stipulation and Agreement by e-mailing a scanned copy of the signature page,  
17 as actually signed by Respondents, to the Department counsel assigned to this case. Respondents  
18 agree, acknowledge, and understand that by electronically sending to the Department a scan of  
19 Respondents' actual signatures as they appears on the Stipulation and Agreement, that receipt of  
20 the scan by the Department shall be binding on Respondents as if the Department had received  
21 the original signed Stipulation and Agreement.

22 DATED: 4/5/2021

23   
24 EVEREST REALTY GROUP CALIFORNIA, LTD.  
25 By: Charlene M. Siemon, Designated Officer

1 DATED:

4/5/2021

Charlene M. Siemon  
CHARLENE M. SIEMON

2  
3 DATED:

\_\_\_\_\_  
LAURA LEE BAYER

4  
5 *I have reviewed the Stipulation and Agreement as to form and content and have*  
6 *advised my clients accordingly.*

7 4-5-2021  
8 Dated

Frank M. Buda  
Frank M. Buda, Esq., Attorney for Respondents  
EVEREST REALTY GROUP CALIFORNIA, LTD.,  
CHARLENE M. SIEMON, and LAURA LEE BAYER

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11 \* \* \*

12 The foregoing Stipulation and Agreement is hereby adopted as my Decision as to  
13 Respondents EVEREST REALTY GROUP CALIFORNIA, LTD., CHARLENE M. SIEMON,  
14 LAURA LEE BAYER, and shall become effective at 12 o'clock noon on  
15 \_\_\_\_\_, 2021.

16 IT IS SO ORDERED \_\_\_\_\_, 2021.

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18 REAL ESTATE COMMISSIONER

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20  
21 \_\_\_\_\_  
22 DOUGLAS R. McCAULEY

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

2 CHARLENE M. SIEMON

3 DATED: 4-5-21

4 LAURA LEE BAYER

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

7  
8 Dated \_\_\_\_\_

9 Frank M. Buda, Esq., Attorney for Respondents  
10 EVEREST REALTY GROUP CALIFORNIA, LTD.,  
11 CHARLENE M. SIEMON, and LAURA LEE BAYER

11 \*\*\*

12 The foregoing Stipulation and Agreement is hereby adopted as my Decision as to  
13 Respondents EVEREST REALTY GROUP CALIFORNIA, LTD., CHARLENE M. SIEMON,  
14 LAURA LEE BAYER, and shall become effective at 12 o'clock noon on  
15 JUN 21 2021, 2021.

16 IT IS SO ORDERED 5.13.21, 2021.

17  
18 REAL ESTATE COMMISSIONER

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20  
21 Douglas R. McCauley  
22 DOUGLAS R. McCAULEY