

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

**FILED**

**OCT 03 2018**

**DEPT. OF REAL ESTATE**  
By *Sydney Danner*

**BEFORE THE DEPARTMENT OF REAL ESTATE**

**STATE OF CALIFORNIA**

**\* \* \***

In the Matter of the Accusation of

**JEFFREY HARRISON EDWARDS,**

**Respondent.**

No. H-03066 FR

**STIPULATION**  
**AND**  
**AGREEMENT**

It is hereby stipulated by and between Respondent JEFFREY HARRISON EDWARDS ("EDWARDS"), represented by Edward O. Lear, Esq. of Century Law Group, and the Complainant, acting by and through Julie L. To, Counsel for the Department of Real Estate ("DRE" or "Department"), as follows for the purpose of settling and disposing of the First Amended Accusation ("Accusation") filed on April 10, 2017 in Case No. H-03066 FR<sup>1</sup>, in this matter.

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

<sup>1</sup> The DRE filed its original Accusation in Case No. H-03066 FR on November 30, 2016.

1 was to be held in accordance with the provisions of the Administrative Procedure Act ("APA"),  
2 shall instead and in place thereof be submitted solely on the basis of the provisions of this  
3 Stipulation and Agreement ("Stipulation").

4                 2. Respondent has received, read and understands the Statement to Respondent,  
5 the Discovery Provisions of the APA, and the Accusation filed by the Department in this  
6 proceeding.

7                 3. On December 14, 2016, Respondent timely filed a Notice of Defense pursuant  
8 to Section 11506 of the Government Code for the purpose of requesting a hearing on the  
9 allegations in the Accusation. Respondent hereby freely and voluntarily withdraws said Notice  
10 of Defense. Respondent acknowledges that he understands that by withdrawing said Notice of  
11 Defense he thereby waives his right to require the Commissioner to prove the allegations in the  
12 Accusation at a contested hearing held in accordance with the provisions of the APA and that he  
13 will waive other rights afforded to him in connection with the hearing such as the right to present  
14 evidence in his defense and the right to cross-examine witnesses.

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

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

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

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

14           8. Respondent understands that by agreeing to this Stipulation, Respondent agrees  
15 to pay, pursuant to Code Section 10106, the Commissioner's cost of the investigation and  
16 enforcement which resulted in the determination that Respondent committed the violations found  
17 in the Determination of Issues. The amount of said costs is \$2,000.00; therefore, Respondent  
18 agrees to pay, pursuant to Code Section 10106, the amount \$2,000.00.

19                           DETERMINATION OF ISSUES

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

23           The conduct, acts or omissions of Respondent JEFFREY HARRISON  
24 EDWARDS, as described in Paragraph 4, herein above, are in violation of: Code Section 10085  
25 and Title 10, Chapter 6, California Code of Regulations ("Regulation") 2970; Code Section  
26  
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1 10159.5 and Regulation 273, and are bases for the suspension or revocation of Respondent's  
2 license and license rights as a violation of the Real Estate Law pursuant to Code Sections  
3 10177(d) and 10177(g).

4 ORDER

5 WHEREFORE, THE FOLLOWING ORDER is hereby made:

6 I.

7 All licenses and licensing rights of Respondent JEFFREY HARRISON  
8 EDWARDS under the Real Estate Law are suspended for a period of thirty (30) days from the  
9 effective date of this Decision, provided, however, that:

10 1. Thirty (30) days of said suspension shall be stayed for two (2) years upon the  
11 following terms and conditions: all thirty (30) days of said suspension shall be stayed, upon the  
12 following conditions:

13 a) Respondent shall obey all laws, rules and regulations governing the  
14 rights, duties and responsibilities of a real estate licensee in the State of  
15 California, and

16 b) That no final subsequent determination be made, after hearing or upon  
17 stipulation, that cause of disciplinary action occurs within two (2) years  
18 from the effective date of this Decision and Order. Should such a  
19 determination be made, the Commissioner may, in his discretion, vacate  
20 and set aside the stay order and reimpose all or a portion of the stayed  
21 suspension. Should no such determination be made, the stay imposed  
22 herein shall become permanent.

23 2. All licenses and licensing rights of Respondent are indefinitely suspended  
24 unless or until Respondent pays the sum of \$2,000.00 for the Commissioner's reasonable costs of  
25 investigation and enforcement which led to this disciplinary action. Said payment shall be in the  
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27 DRE Stipulation & Agreement – JEFFREY HARRISON EDWARDS, H-03066 FR

1 form of a cashier's check or certified check made payable to the Department of Real Estate. The  
2 investigative and enforcement costs must be delivered to the Department of Real Estate, Flag  
3 Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective date of this  
4 Decision and Order.

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

15 4. Respondent shall, within six (6) months from the effective date of this Decision  
16 and Order, take and pass the Professional Responsibility Examination administered by the  
17 Bureau including the payment of the appropriate examination fee. If Respondent fails to satisfy  
18 this condition, Respondent's real estate license shall automatically be suspended until  
19 Respondent passes the examination.

20 DATED: 7-30-18



Julie L. To, Counsel for  
Department of Real Estate

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### EXECUTION OF THE STIPULATION

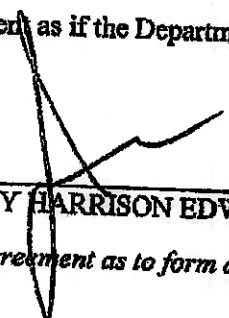
24 I have read the Stipulation and Agreement and discussed it with my attorney. Its  
25 terms are understood by me and are agreeable and acceptable to me. I understand that I am  
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1 waiving rights given to us by the California Administrative Procedure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

7 MAILING AND FACSIMILE

8 Respondent can signify acceptance and approval of the terms and conditions of  
9 this Stipulation and Agreement by sending a hard copy of the original signed signature page(s) of  
10 the Stipulation herein to Julie L. To, Legal Section, Department of Real Estate, 320 W. Fourth  
11 St., Suite 350, Los Angeles, California 90013-1105. In the event of time constraints before an  
12 administrative hearing, Respondent can signify acceptance and approval of the terms and  
13 conditions of this Stipulation and Agreement by emailing a scanned copy of the signature page,  
14 as actually signed by Respondent, to the Department counsel assigned to this case. Respondent  
15 agrees, acknowledges, and understands that by electronically sending to the Department a scan of  
16 Respondent's actual signature as it appears on the Stipulation and Agreement, that receipt of the  
17 scan by the Department shall be binding on Respondent as if the Department had received the  
18 original signed Stipulation and Agreement.

19 DATED: 7/30/18

20   
21 JEFFREY HARRISON EDWARDS, Respondent

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

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

25 Edward O. Lear, Esq. (Century Law Group)  
26 Attorney for Respondent

27 DRE Stipulation & Agreement - JEFFREY HARRISON EDWARDS, H-03066 FR

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26 Edward O. Lear, Esq. (Century Law Group)  
27 Attorney for Respondent

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The foregoing Stipulation and Agreement is hereby adopted as my Decision as to  
Respondent JEFFREY HARRISON EDWARDS, and shall become effective at 12 o'clock noon  
on OCT 22 2018, 2018.

IT IS SO ORDERED September 28, 2018.

DANIEL J. SANDRI  
ACTING REAL ESTATE COMMISSIONER

