

1 BUREAU OF REAL ESTATE
2 P. O. Box 137007
3 Sacramento, CA 95813-7007

4 Telephone: (916) 263-8670

FILED

DEC 28 2017

BUREAU OF REAL ESTATE
By B. Nicholas

8 BEFORE THE BUREAU OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of:)
12)
13 JUSTIN TAYLOR HARDMAN,)
14)
15 Respondent.)

Case No. H-3123 FR

STIPULATION AND AGREEMENT
IN SETTLEMENT AND ORDER

16 It is hereby stipulated by and between Respondent JUSTIN TAYLOR
17 HARDMAN ("Respondent"), acting by and through Mary E. Work, Counsel for Respondent,
18 and the Complainant, acting by and through Jason D. Lazark, Counsel for the Bureau of Real
19 Estate ("Bureau"), as follows for the purpose of settling and disposing of the First Amended
20 Accusation filed on October 16, 2017, in this matter:

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

27 ///

1 2. Respondent has received, read, and understands the Statement to
2 Respondent, the Discovery Provisions of the APA and the First Amended Accusation filed by
3 the Bureau of Real Estate in this proceeding.

4 3. On July 11, 2017, Respondent filed a Notice of Defense pursuant to Section
5 11505 of the Government Code for the purpose of requesting a hearing on the allegations in the
6 First Amended Accusation. Respondent hereby freely and voluntarily withdraws said Notice
7 of Defense. Respondent acknowledges that Respondent understands that by withdrawing said
8 Notice of Defense, Respondent will thereby waive Respondent's right to require the Real
9 Estate Commissioner ("Commissioner") to prove the allegations in the First Amended
10 Accusation at a contested hearing held in accordance with the provisions of the APA and that
11 Respondent will waive other rights afforded to Respondent in connection with the hearing such
12 as the right to present evidence in defense of the allegations in the First Amended Accusation
13 and the right to cross-examine witnesses.

14 4. Respondent, pursuant to the limitations set forth below, hereby admits that
15 the factual allegations as set forth in the First Amended Accusation filed in this proceeding are
16 true and correct and the Commissioner shall not be required to provide further evidence of such
17 allegations.

18 5. This Stipulation and Agreement is made for the purpose of reaching an
19 agreed disposition of this proceeding and is expressly limited to this proceeding and any other
20 proceeding or case in which the Bureau, the state or federal government, any agency of this
21 state, or an agency of another state is involved, and shall not be admissible in any other
22 criminal or civil proceeding.

23 6. It is understood by the parties that the Commissioner may adopt the
24 Stipulation and Agreement as his Decision and Order in this matter, thereby imposing the
25 penalties and sanctions on Respondent's real estate licenses and license rights as set forth in the
26 below Order. In the event that the Commissioner in his discretion does not adopt the
27 Stipulation and Agreement, it shall be void and of no effect, and Respondent shall retain the

1 right to a hearing and proceeding on the First Amended Accusation under all the provisions of
2 the APA and shall not be bound by any admission or waiver made herein.

3 7. The Order or any subsequent Order of the Commissioner made pursuant to
4 this Stipulation and Agreement shall not constitute an estoppel, merger or bar to any further
5 administrative or civil proceedings by the Bureau with respect to any matters which were not
6 specifically alleged to be causes for accusation in this proceeding.

7 8. Respondent understands that by agreeing to this Stipulation and Agreement,
8 Respondent agrees to pay, pursuant to Section 10148 of the California Business and Professions
9 Code ("Code"), for the costs of Bureau Audit No. FR-15-0029 which resulted in the
10 determination that Respondent committed the audit violations found in the Determination of
11 Issues. The amount of such costs is \$3,390.46.

12 9. Respondent further understands that by agreeing to this Stipulation and
13 Agreement, the findings set forth below in the Determination of Issues become final, and that the
14 Commissioner may charge Respondent for the costs of any audit conducted pursuant to Section
15 10148 of the Code to determine if the violations have been corrected and hold Respondent
16 responsible for paying the costs of the follow up audit to Bureau Audit No. FR-15-0029. The
17 maximum costs of said audit shall not exceed \$4,238.75.

18 10. Respondent further understands that by agreeing to this Stipulation and
19 Agreement, Respondent agrees to be responsible for paying, pursuant to Section 10106 of the
20 Code, the costs of the investigation and enforcement of this case which resulted in the
21 determination that Respondent committed the violations found in the Determination of Issues.
22 The amount of such costs is \$2,138.80.

23 DETERMINATION OF ISSUES

24 By reason of the foregoing stipulations, admissions and waivers, and solely for
25 the purpose of settlement of the pending First Amended Accusation without a hearing, it is
26 stipulated and agreed that the following determination of issues shall be made:
27

1 The acts and omissions of Respondent, as described in the First Amended
2 Accusation, are grounds for the suspension or revocation of the licenses and license rights of
3 Respondent under the provisions of Section 10177(d) of the Code, in conjunction with Sections
4 10145, 10145(g), and 10159.5 of the Code, and Sections 2731, 2831.1, 2831.2 and 2832.1 of
5 Title 10, of the California Code of Regulations (“Regulations”).

6 ORDER

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

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

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

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

20 2. Respondent shall, within six (6) months from the effective date of this
21 Decision and Order, take and pass the Professional Responsibility Examination administered by
22 the Bureau, including the payment of the appropriate examination fee. If Respondent fails to
23 satisfy this condition, Respondent’s real estate license shall automatically be suspended until
24 Respondent passes the examination.

25 3. All licenses and licensing rights of Respondent are indefinitely suspended
26 unless or until Respondent provides proof satisfactory to the Commissioner, of having taken and
27 successfully completed the continuing education course on trust fund accounting and handling

1 specified in paragraph (3) of subdivision (a) of Section 10170.5 of the Code. Proof of
2 satisfaction of these requirements includes evidence that Respondent has successfully completed
3 the trust fund accounting and handling continuing education course, no earlier than one hundred
4 twenty (120) days prior to the effective date of the Decision and Order in this matter. Proof of
5 completion of the trust fund accounting and handling course must be delivered to the Bureau of
6 Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013 or by fax at 916-
7 263-8785, prior to the effective date of this Decision and Order.

8 4. All licenses and licensing rights of Respondent are indefinitely suspended
9 unless or until Respondent pays the sum of \$2,138.80 for the Commissioner's reasonable costs
10 of the investigation and enforcement which led to this disciplinary action. Said payment shall
11 be in the form of a cashier's check or certified check made payable to the Bureau of Real
12 Estate. The investigative and enforcement costs must be delivered to the Bureau of Real
13 Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective
14 date of this Order.

15 5. Pursuant to Section 10148 of the Code, Respondent shall pay the sum of
16 \$3,390.46 for the Commissioner's cost of Bureau Audit No. FR-15-0029, which led to this
17 disciplinary action. Respondent shall pay such cost within sixty (60) days of receiving an
18 invoice therefore from the Commissioner. Payment of this audit cost should not be made until
19 Respondent receives the invoice from the Commissioner. If Respondent fails to satisfy this
20 condition in a timely manner as provided herein, Respondent's real estate license shall
21 automatically be suspended until payment is made in full, or until a decision providing
22 otherwise is adopted following a hearing held pursuant to this condition.

23 6. Pursuant to Section 10148 of the Code, Respondent shall pay the
24 Commissioner's reasonable costs, not to exceed \$4,238.75, for the follow-up audit to Bureau
25 Audit No. FR-15-0029, to determine if Respondent has corrected the violations found in the
26 Determination of Issues. In calculating the amount of the Commissioner's reasonable costs,
27 the Commissioner may use the average hourly salary for all persons performing audits of real

1 estate brokers, and shall include an allocation for travel time to and from the auditor's place of
2 work. Respondent shall pay such costs within sixty (60) days of receiving an invoice therefore
3 from the Commissioner. Payment of the audit costs should not be made until Respondent
4 receives the invoice from the Commissioner. If Respondent fails to satisfy this condition in a
5 timely manner as provided for herein, Respondent's real estate license shall automatically be
6 suspended until payment is made in full, or until a decision providing otherwise is adopted
7 following a hearing held pursuant to this condition.

8
9 11/1/17

DATED


JASON D. LAZARK, Counsel
Bureau of Real Estate

10
11 * * *

12 Respondent has read the Stipulation and Agreement in Settlement and Order
13 and its terms are understood by Respondent and are agreeable and acceptable to Respondent.
14 Respondent understands that Respondent is waiving rights given to Respondent by the
15 California Administrative Procedure Act (including but not limited to Sections 11506, 11508,
16 11509 and 11513 of the Government Code), and Respondent willingly, intelligently, and
17 voluntarily waives those rights, including the right of requiring the Commissioner to prove the
18 allegations in the First Amended Accusation at a hearing at which Respondent would have the
19 right to cross-examine witnesses against Respondent and to present evidence in defense and
20 mitigation of the charges.

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

1 Respondent further agrees to send the original signed Stipulation and Agreement
2 by mail to the following address no later than one (1) week from the date the Stipulation and
3 Agreement is signed by Respondent and Respondent's attorney: *Bureau of Real Estate, Legal*
4 *Section, P.O. Box 137007, Sacramento, California 95813-7007.* Respondent understands and
5 agrees that if they fail to return the original signed Stipulation and Agreement by the due date,
6 Complainant retains the right to set this matter for hearing.

7
8 11.1.17

9 DATED


10

11 JUSTIN TAYLOR HARDMAN,
12 Respondent

13 * * *

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

16 11/3/17

17 DATED


18 MARY E. WORK,
19 Attorney for Respondent,
20 JUSTIN TAYLOR HARDMAN

21 * * *

22 The foregoing Stipulation and Agreement is hereby adopted as my Decision in
23 this matter and shall become effective at 12 o'clock noon on JAN 18 2018

24 IT IS SO ORDERED

12/14/17

25 WAYNE S. BELL
26 REAL ESTATE COMMISSIONER


27

By: DANIEL J. SANDRI
Chief Deputy Commissioner