

**FILED**

APR - 4 2023

DEPT. OF REAL ESTATE

1 Department of Real Estate  
2 320 West Fourth Street, #350  
3 Los Angeles, California 90013

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(213) 576-6982

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

\* \* \*

In the Matter of the Accusation of )	NO. H-03372 FR
ASHLEY LAKAY TOWNSEND, )	OAH No. 2022120008
Respondent. )	
)	<u>STIPULATION AND AGREEMENT</u>

It is hereby stipulated by and between ASHLEY LAKAY TOWNSEND (hereinafter "Respondent") and the Complainant, acting by and through Andrea Bentler, Counsel for the Department of Real Estate, as follows for the purpose of settling and disposing of the Accusation filed on March 24, 2021, 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 was to be held in accordance with the provisions of the Administrative Procedure Act (APA), shall instead and in place thereof be

1 submitted solely on the basis of the provisions of this  
2 Stipulation and Agreement.

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

7           3. On April 8, 2021, Respondent filed a Notice of  
8 Defense pursuant to Section 11506 of the Government Code for the  
9 purpose of requesting a hearing on the allegations in the  
10 Accusation. Respondent hereby freely and voluntarily withdraws  
11 said Notice of Defense. Respondent acknowledges that she  
12 understands that by withdrawing said Notice of Defense she will  
13 thereby waive her right to require the Commissioner to prove the  
14 allegations in the Accusation at a contested hearing held in  
15 accordance with the provisions of the APA and that she will  
16 waive other rights afforded to her in connection with the  
17 hearing such as the right to present evidence in defense of the  
18 allegations in the Accusation and the right to cross-examine  
19 witnesses.

20           4. Respondent, pursuant to the limitations set forth  
21 below, hereby admits that the factual allegations of the  
22 Accusation filed in this proceeding are true and correct and the  
23 Real Estate Commissioner shall not be required to provide  
24 further evidence of such allegations.

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

9           6. The Order or any subsequent Order of the Real  
10 Estate Commissioner made pursuant to this Stipulation and  
11 Agreement shall not constitute an estoppel, merger or bar to any  
12 further administrative or civil proceedings by the Department of  
13 Real Estate with respect to any matters which were not  
14 specifically alleged to be causes for accusation in this  
15 proceeding.

#### 16                                   DETERMINATION OF ISSUES

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

21           The conduct of Respondent, as set forth in the  
22 Accusation constitutes grounds for suspension or revocation of  
23 Respondent's real estate salesperson license under the  
24 provisions of Section 10137 of the Business and Professions  
25 Code.

26     ///

ORDER

WHEREFORE, THE FOLLOWING ORDER is hereby made:

Upon renewal of her license, all licenses and licensing rights of Respondent ASHLEY LAKAY TOWNSEND, under the Real Estate Law will be suspended for a period of sixty (60) days; provided, however, that said sixty (60) day suspension shall be stayed for two (2) years upon the following terms and conditions:


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

2. That no final subsequent determination be made, after hearing or upon stipulation, that cause for disciplinary action occurred within two (2) years of the renewal of Respondent's license. Should such a determination be made, the Commissioner may, in his discretion vacate and set aside the stay order and reimpose all or a portion of the stayed suspension. Should no such determination be made, the stay imposed herein shall become permanent.

3. All licenses and licensing rights of Respondent are indefinitely suspended unless or until Respondent pays the sum of \$250.00 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 investigative and enforcement costs must be delivered to the Department of Real

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

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5 DATED: 03/03/2023

  
6 ANDREA BENTLER  
7 Counsel for Complainant

8 \* \* \*

9  
10 EXECUTION OF THE STIPUALTION

11 I have read the Stipulation and Agreement, have discussed it  
12 with my counsel, and its terms are understood by me and are  
13 agreeable and acceptable to me. I understand that I am waiving  
14 rights given to me by the California Administrative  
15 Procedure Act (including but not limited to Sections 11506,  
16 11508, 11509 and 11513 of the Government Code), and I willingly,  
17 intelligently and voluntarily waive those rights, including the  
18 right of requiring the Commissioner to prove the allegations in  
19 the Accusation at a hearing at which I would have the right to  
20 cross-examine witnesses against me and to present evidence in  
21 defense and mitigation of the charges.

22 MAILING

23 Respondent shall mail the original signed  
24 signature page of the stipulation herein to Andrea Bentler:  
25 Attention: Legal Section, Department of Real Estate, 320 W.  
26 Fourth St., Suite 350, Los Angeles, California 90013-1105.

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1                   In the event of time constraints before an  
2 administrative hearing, Respondent can signify acceptance and  
3 approval of the terms and conditions of this Stipulation and  
4 Waiver by emailing a copy of the signature page, as actually  
5 signed by Respondent, to the Department counsel assigned to this  
6 case. Respondent agrees, acknowledges and understands that by  
7 electronically sending the Department a copy of Respondent's  
8 actual signature as it appears on the Stipulation and Waiver,  
9 that receipt of the copy by the Department shall be binding on  
10 Respondent as if the Department had received the original signed  
11 Stipulation and Waiver. Respondent's signature below constitutes  
12 acceptance and approval of the terms and conditions of this  
13 Stipulation. Respondent agrees, acknowledges and understands  
14 that by signing this Stipulation Respondent is bound by its  
15 terms as of the date of such signature and that this agreement  
16 is not subject to rescission or amendment at a later date except  
17 by a separate Decision and Order of the Real Estate  
18 Commissioner.

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1 Respondent's signature below constitutes  
2 acceptance and approval of the terms and conditions of this  
3 Stipulation. Respondent agrees, acknowledges and understands  
4 that by signing this Stipulation Respondent is bound by its  
5 terms as of the date of such signature and that this agreement  
6 is not subject to rescission or amendment at a later date except  
7 by a separate Decision and Order of the Real Estate  
8 Commissioner.

9  
10 DATED: 3/2/23



ASHLEY LAKAY TOWNSEND, Respondent

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14 \* \* \*

15 The foregoing Stipulation and Agreement is hereby  
16 adopted as my Decision in this matter and shall become effective  
17 at 12 o'clock noon on \_\_\_\_\_.

18 IT IS SO ORDERED \_\_\_\_\_.

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20 DOUGLAS R. McCAULEY  
21 Real Estate Commissioner  
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Respondent's signature below constitutes acceptance and approval of the terms and conditions of this Stipulation. Respondent agrees, acknowledges and understands that by signing this Stipulation Respondent is bound by its terms as of the date of such signature and that this agreement is not subject to rescission or amendment at a later date except by a separate Decision and Order of the Real Estate Commissioner.

DATED: \_\_\_\_\_  
ASHLEY LAKAY TOWNSEND, Respondent

\* \* \*

The foregoing Stipulation and Agreement is hereby adopted as my Decision in this matter and shall become effective at 12 o'clock noon on APR 24 2023.

IT IS SO ORDERED 3.23.23.

DOUGLAS R. McCAULEY  
Real Estate Commissioner

