

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

4 Telephone: (916) 576-7843

FILED

AUG 18 2022

DEPARTMENT OF REAL ESTATE

By

B. Nicholas

8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of:) Case No. H-3373 FR
12)
12 BERNICE REBA JACOBS,) STIPULATION AND AGREEMENT
13) IN SETTLEMENT AND ORDER
14 Respondents.)

15 It is hereby stipulated by and between Respondent BERNICE REBA JACOBS
16 ("Respondent"), acting In Pro Per, and the Complainant, acting by and through Jason D. Lazark,
17 Counsel for the Department of Real Estate, as follows for the purpose of settling and disposing
18 of the First Amended Accusation filed on June 2, 2022, in this matter:

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

25 2. Respondent received, read and understands the Statement to Respondent, the
26 Discovery Provisions of the APA, and the First Amended Accusation filed by the Department
27 of Real Estate in this proceeding.

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

10 4. This Stipulation and Agreement is based on the factual allegations contained
11 in the First Amended Accusation. In the interest of expediency and economy, Respondent
12 chooses not to contest these factual allegations, but to remain silent and understands that, as a
13 result thereof, these factual statements will serve as a prima facie basis for the "Determination
14 of Issues" and "Order" set forth below. The Commissioner shall not be required to provide
15 further evidence to prove such allegations.

16 5. This Stipulation and Agreement is made for the purpose of reaching an
17 agreed disposition of this proceeding and is expressly limited to this proceeding and any other
18 proceeding or case in which the Department, the state or federal government, any agency of
19 this state, or an agency of another state is involved.

20 6. Respondent understand that the Real Estate Commissioner may adopt the
21 Stipulation and Agreement as his Decision in this matter, thereby imposing the penalties and
22 sanctions on Respondent's real estate licenses and license rights as set forth in the below
23 "Order." In the event that the Commissioner in his discretion does not adopt the Stipulation
24 and Agreement, it shall be void and of no effect, and Respondent shall retain the right to a
25 hearing and proceeding on the Accusation under all the provisions of the APA and shall not be
26 bound by any admission or waiver made herein.

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

8. Respondent further understand that by agreeing to this Stipulation and Agreement, Respondent agrees to be responsible for paying, pursuant to Section 10106 of the Code, the costs of the investigation and enforcement of this case which resulted in the determination that Respondents committed the violation(s) found in the Determination of Issues. The amount of such cost is \$2,500.00.

DETERMINATION OF ISSUES

By reason of the foregoing stipulations, admissions, and waivers, and solely for the purpose of settlement of the pending First Amended Accusation without further proceedings, it is stipulated and agreed that the following Determination of Issues shall be made:

The acts and/or omissions of Respondent as described in the First Amended Accusation are grounds for the suspension or revocation of the licenses and license rights of Respondent under the provisions of Sections 10177(d), and 10177(g) of the Code.

ORDER

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

1. all thirty (30) day of said suspension shall be stayed for one (1) year upon the following terms and conditions:

a. 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

b. That no final subsequent determination be made, after hearing or upon stipulation, that cause for disciplinary action occurred within one (1) year from the effective date

1 of this Order. Should such a determination be made, the Commissioner may, in his discretion,
2 vacate and set aside the stay order and reimpose all or a portion of the stayed suspension. Should
3 no such determination be made, the stay imposed herein shall become permanent.

4 2. Respondent shall, within nine (9) months from the issuance of the Order, take
5 and pass the Professional Responsibility Examination administered by the Department,
6 including the payment of the appropriate examination fee. All licenses and licensing rights of
7 Respondent shall be indefinitely suspended unless or until Respondent passes the examination.

8 3. All licenses and licensing rights of Respondent are indefinitely suspended
9 unless or until Respondents pays the sum of \$2,500.00 for the Commissioner's reasonable cost
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 made payable to the Department of Real Estate. The
12 investigative and enforcement costs must be delivered to the Department of Real Estate, Flag
13 Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective date of this
14 Order.

15 7/7/2022
16 _____
DATED

17 
JASON D. LAZARK, Counsel
Department of Real Estate

18 * * *

19 I have read the Stipulation and Agreement in Settlement and Order and its terms
20 are understood by me and are agreeable and acceptable to me. I understand that I am waiving
21 rights given to me by the California Administrative Procedure Act (including but not limited to
22 Sections 11506, 11508, 11509 and 11513 of the Government Code), and I willingly,
23 intelligently, and voluntarily waive those rights, including the right of requiring the
24 Commissioner to prove the allegations in the first Amended Accusation at a hearing at which I
25 would have the right to cross-examine witnesses against me and to present evidence in defense
26 and mitigation of the charges.

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

7
8 July 7, 2022
9 DATED

Bernice Reba Jacobs
BERNICE REBA JACOBS
Respondent

10 * * *

11
12 The foregoing Stipulation and Agreement is hereby adopted as my Decision in
13 this matter and shall become effective at 12 o'clock noon on SEP 08 2022.

14 IT IS SO ORDERED 8.12.22, 2022.

15 REAL ESTATE COMMISSIONER

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18 Douglas R. McCauley
19 DOUGLAS R. McCAULEY
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