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FILED

JUN 10 2022

DEPARTMENT OF REAL ESTATE
By B. Nicholas

BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of:	)	NO. H-3392 FR
	)	
A. MARIE IDEN,	)	<u>STIPULATION AND AGREEMENT</u>
	)	<u>IN SETTLEMENT AND ORDER</u>
Respondent.	)	

It is hereby stipulated by and between A. MARIE IDEN ("Respondent"), acting by and through Shannon B. Jones, counsel for Respondent, and the Complainant, acting by and through Jason D. Lazark, Counsel for the Department of Real Estate (the "Department"), as follows for the purpose of settling and disposing of the Accusation filed on December 16, 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 submitted solely on the basis of the provisions of this Stipulation and Agreement In Settlement and Order ("Stipulation and Agreement").

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

1 3. On or about December 28, 2021, Respondent filed a Notice of Defense
2 pursuant to Section 11505 of the Government Code for the purpose of requesting a hearing on
3 the allegations in the Accusation. Respondent hereby freely and voluntarily withdraws said
4 Notice of Defense. Respondent acknowledges that Respondent will thereby waive Respondent's
5 right to require the Real Estate Commissioner (the "Commissioner") to prove the allegations in
6 the Accusation at a contested hearing held in accordance with the provisions of the APA and that
7 Respondent will waive other rights afforded to Respondent in connection with the hearing such
8 as the right to present evidence in defense of the allegations in the Accusation and the right to
9 cross-examine witnesses.

10 4. Respondent, pursuant to the limitations set forth below, hereby admits that
11 the factual allegations in the Accusation filed in this proceeding are true and correct and the
12 Commissioner shall not be required to provide further evidence to prove such allegations.

13 5. It is understood by the parties that the Commissioner may adopt the
14 Stipulation and Agreement as his Decision and Order in this matter thereby imposing the penalty
15 and sanctions on Respondent's real estate license and license rights as set forth in the below
16 Decision and Order. In the event that the Commissioner in his discretion does not adopt the
17 Stipulation and Agreement, it shall be void and of no effect, and Respondent shall retain the right
18 to a hearing and proceeding on the Accusation under all of the provisions of the APA and shall
19 not be bound by any admission or waiver made herein.

20 6. The Decision and Order or any subsequent Order of the Commissioner made
21 pursuant to this Stipulation and Agreement shall not constitute an estoppel, merger or bar to any
22 further administrative or civil proceedings by the Department with respect to any matters which
23 were not specifically alleged to be causes for accusation in this proceeding as admitted or
24 withdrawn.

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1 7. Respondent further understands that by agreeing to this Stipulation and
2 Agreement, the findings set forth below in the Determination of Issues become final, and that the
3 Commissioner may charge said Respondent for the costs of the investigation and enforcement
4 herein. The amount of said costs is \$3,130.15.

5 DETERMINATION OF ISSUES

6 By reason of the foregoing stipulations, admissions and waivers, and solely for
7 the purpose of settlement of the pending Accusation without a hearing, it is stipulated and agreed
8 that the acts and omissions of Respondent, as described in the Accusation, are grounds for the
9 suspension or revocation of the licenses and license rights of Respondent under the provisions of
10 Sections 10177(d) and 10177(g) of the Code.

11 DECISION AND ORDER

12 All licenses and licensing rights of Respondent under the Real Estate Law are
13 suspended for a period of ninety (90) days from the effective date of this Decision and Order;
14 provided, however, that:

15 1. Thirty (30) days of said suspension shall be stayed upon the condition that
16 Respondent petitions pursuant to Section 10175.2 of the Code and pays a monetary penalty
17 pursuant to Section 10175.2 of the Code, at a rate of \$50 for each day of the suspension, for a
18 total monetary penalty of \$1,500.00.

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

23 b. No further cause for disciplinary action against the real estate license
24 of Respondent occurs within two (2) years from the effective date of the Decision and Order in
25 this matter.

26 c. If Respondent fails to pay the monetary penalty in accordance with the
27 terms and conditions of the Decision, the Commissioner may, without a hearing, order the

1 immediate execution of all or any part of the stayed suspension, in which event, Respondent
2 shall not be entitled to any repayment nor credit, prorated or otherwise, for money paid to the
3 Department under the terms of this Decision and Order.

4 d. If Respondent pays the monetary penalty, and if no further cause for
5 disciplinary action against the real estate license of Respondent occurs within two (2) years
6 from the effective date of the Decision and Order herein, then the stay hereby granted shall
7 become permanent.

8 2. The remaining sixty (60) days of said suspension shall be stayed for two (2)
9 years upon the following terms and conditions:

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

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

18 3. Respondent shall, within nine (9) months from the effective date of this
19 Decision and Order, take and pass the Professional Responsibility Examination administered by
20 the Department, including the payment of the appropriate examination fee. If Respondent
21 fails to satisfy this condition, Respondent's real estate license shall automatically be suspended
22 until Respondent passes the examination.

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4. All licenses and licensing rights of Respondent are indefinitely suspended unless or until Respondent pays the sum of \$3,130.15 representing the Commissioner's reasonable costs 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. Said check must be received by the Department prior to the effective date of the Decision and Order in this matter at the Department of Real Estate, Flag Section, Post Office Box 137013, Sacramento, CA 95813-7013.

5/5/2022
DATE

DATED


JASON D. LAZARK, Counsel
Department of Real Estate

* * *

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

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

8
9 5/4/2022

10 DATED

DocuSigned by:

Marie Iden

 11 A. MARIE IDEN,
 12 Respondent

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

15 5/4/2022

16 DATED



17 Shannon B. Jones,
 18 Attorney for Respondent,
 19 A. MARIE IDEN

20 * * *

21 The foregoing Stipulation and Agreement is hereby adopted as my Decision in
 22 this matter and shall become effective at 12 o'clock noon on **JUL 01 2022**

23 IT IS SO ORDERED

24 6.6.22

25 REAL ESTATE COMMISSIONER



26 DOUGLAS R. McCAULEY