

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

4 (213) 576-6982

FILED

MAR 04 2016

BUREAU OF REAL ESTATE

By *Robert E. Muir*

7
8 BEFORE THE BUREAU OF REAL ESTATE
9 STATE OF CALIFORNIA

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11 In the Matter of the Accusation of)
12)

13 HILL REM INC.; and)

14 PAUL LEONARD CHEVALIER JR.,)
15 individually and as designated officer of)
16 Hill Rem Inc.,)

17 Respondents.)

No. H-04496 SD

STIPULATION AND AGREEMENT

18 It is hereby stipulated by and between HILL REM INC. ("HRI" or "Respondent
19 HRI"), PAUL LEONARD CHEVALIER JR. ("CHEVALIER" or "Respondent CHEVALIER"),
20 individually and as designated officer of Hill Rem Inc., represented by Robert E. Muir, Esq. and
21 the Complainant, acting by and through Julie L. To, Counsel for the Bureau of Real Estate, as
22 follows for the purpose of settling and disposing of the Accusation filed on May 13, 2013, in
23 Case No. H-04496 SD, in this matter:

24 I. All issues which were to be contested and all evidence which was to be
25 presented by Complainant and Respondent at a formal hearing on the Accusation, which hearing
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27 CalBRE Stipulation & Agreement – Hill Rem Inc. & Paul Leonard Chevalier Jr., H-04496 SD

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. Respondents have received, read and understand the Statement to Respondent,
5 the Discovery Provisions of the APA and the Accusation filed by the Bureau of Real Estate in
6 this proceeding.

7 3. On May 29, 2013, Respondents filed a Notice of Defense pursuant to Section
8 11506 of the Government Code for the purpose of requesting a hearing on the allegations in the
9 Accusation. Respondents hereby freely and voluntarily withdraw said Notice of Defense.
10 Respondents acknowledge that they understand that by withdrawing said Notice of Defense they
11 thereby waive their right to require the Commissioner to prove the allegations in the Accusation
12 at a contested hearing held in accordance with the provisions of the APA and that they will
13 waive other rights afforded to them in connection with the hearing such as the right to present
14 evidence in defense of the allegations in the Accusation and the right to cross-examine
15 witnesses.

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

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

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

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

13 8. Respondents understand that by agreeing to this Stipulation and Agreement,
14 Respondents agree to pay, pursuant to Section 10148 of the Code, the cost of the audit which
15 resulted in the determination that Respondents committed the violations found in the
16 Determination of Issues. The amount of said costs for the original audit (SD120005) is
17 \$11,329.68.

18 9. Respondents have received, read, and understand the "Notice Concerning
19 Costs of Subsequent Audit." Respondents further understand that by agreeing to this Stipulation,
20 the findings set forth below in the Determination of Issues become final, and the Commissioner
21 may charge Respondents for the cost of any subsequent audit conducted pursuant to Business and
22 Professions Code Section 10148 to determine if the violations have been corrected. The
23 maximum cost of the subsequent audit will not exceed \$11,329.68.

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27 CalBRE Stipulation & Agreement – Hill Rem Inc. & Paul Leonard Chevalier Jr., H-04496 SD

10. Respondents understand that by agreeing to this Stipulation and Agreement, Respondents agree to pay, pursuant to Section 10106 of the California Business and Professions Code ("Code"), the cost of the investigation and enforcement which resulted in the determination that Respondents committed the violations found in the Determination of Issues. The amount of said costs is \$4,090.87.

DETERMINATION OF ISSUES

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

The conduct, acts or omissions of Respondent HILL REM INC., as described in Paragraph 4, herein above, are in violation of Business and Professions Code ("Code") Sections 10145, 10148, and 10159.2 and Sections 2831, 2834 of Title 10, Chapter 6 of the California Code of Regulations ("Regulations"), and are bases for the suspension or revocation of Respondent HILL REM INC.'s license and license rights as a violation of the Real Estate Law pursuant to Code Section 10177(d).

The conduct, acts or omissions of Respondent PAUL LEONARD CHEVALIER JR., as described in Paragraph 4, herein above, constitute a failure to supervise and to keep HILL REM INC. in compliance with the Real Estate Law during the time that said Respondent PAUL LEONARD CHEVALIER JR. was the officer designated by a corporate broker licensee, in violation of Code Section 10159.2 and Regulation 2725, and are bases for the suspension or revocation of Respondent PAUL LEONARD CHEVALIER JR.'s license and license rights as a violation of the Real Estate Law pursuant to Code Section 10177(h).

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All licenses and licensing rights of Respondents HILL REM INC. and PAUL LEONARD CHEVALIER JR., under the Real Estate Law are suspended for a period of ninety (90) days from the effective date of this Decision and Order; provided, however, that:

1. Sixty (60) days of said suspension shall be stayed, upon the condition that

10 a) Said payment shall be in the form of a cashier's check made payable to the
11 Bureau of Real Estate. Said check must be delivered to the Bureau of Real
12 Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to
13 the effective date of this Decision and Order.

b) No further cause for disciplinary action against the Real Estate licenses of
Respondents occurs within two (2) years from the effective date of the Decision
and Order in this matter.

17 c) If Respondent fails to pay the monetary penalty in accordance with the terms
18 and conditions of this Decision and Order, the suspension shall go into effect
19 automatically. Respondents shall not be entitled to any repayment nor credit,
20 prorated or otherwise, for money paid to the Bureau under the terms of this
21 Decision and Order.

d) If Respondents pay the monetary penalty and any other moneys due under this
Stipulation and Agreement and if no further cause for disciplinary action against
the Real Estate licenses of said Respondents occurs within two (2) years from the

1 effective date of this Decision and Order, the entire stay hereby granted pursuant
2 to this Decision and Order, as to said Respondents only, shall become permanent.

3 2. Thirty (30) days of said suspension shall be stayed for two (2) years upon the
4 following terms and conditions:

5 a) Respondents shall obey all laws, rules and regulations governing the rights,
6 duties and responsibilities of a real estate licensee in the State of California; and,

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

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

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1 4. All licenses and licensing rights of Respondent CHEVALIER are indefinitely
2 suspended unless or until Respondent provides proof satisfactory to the Commissioner, of
3 having taken and successfully completed the continuing education course on trust fund
4 accounting and handling specified in paragraph (3) of subdivision (a) of Section 10170.5 of the
5 Business and Professions Code. Proof of satisfaction of these requirements includes evidence
6 that Respondent has successfully completed the trust fund accounting courses, no earlier than
7 120 days prior to the effective date of the Decision and Order in this matter. Proof of
8 completion of the trust fund accounting and handling courses must be delivered to the Bureau of
9 Real Estate, Flag Section, at P.O. Box 137013, Sacramento, CA 95813-7013 or by fax at 916-
10 263-8758, prior to the effective date of this Decision and Order.

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

16 6. All licenses and licensing rights of Respondents HILL REM INC. and PAUL
17 LEONARD CHEVALIER JR. are indefinitely suspended unless or until Respondents pay the
18 sum of \$4,090.87 for the Commissioner's reasonable cost of the investigation and enforcement
19 which led to this disciplinary action. Said payment shall be in the form of a cashier's check or
20 certified check made payable to the Bureau of Real Estate. The investigative and enforcement
21 costs must be delivered to the Bureau of Real Estate, Flag Section at P.O. Box 137013,
22 Sacramento, CA 95813-7013, prior to the effective date of this Decision and Order.

23 7. Pursuant to Section 10148 of the Code, Respondents HILL REM INC. and
24 PAUL LEONARD CHEVALIER JR. shall pay the sum of \$11,329.68 for the Commissioner's
25 cost of the audit which led to this disciplinary action. Respondents shall pay such cost within
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1 sixty (60) days of receiving an invoice therefore from the Commissioner. Payment of audit costs
2 should not be made until Respondents receive the invoice. If Respondents fail to satisfy this
3 condition in a timely manner as provided for herein, Respondents' real estate licenses shall
4 automatically be suspended until payment is made in full, or until a decision providing otherwise
5 is adopted following a hearing held pursuant to this condition.

6 DATED: 2-8-16



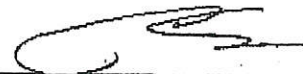
7 Julie L. To, Counsel for Complainant

8 * * *

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

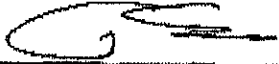
17 Respondents can signify acceptance and approval of the terms and conditions of
18 this Stipulation and Agreement by faxing a copy of the signature page, as actually signed by
19 Respondents, to the Bureau at fax number (213) 576-6917. Respondents agree, acknowledge,
20 and understand that by electronically sending to the Bureau a fax copy of their actual signatures
21 as they appear on the Stipulation and Agreement, that receipt of the faxed copy by the Bureau
22 shall be as binding on Respondents as if the Bureau had received the original signed Stipulation
23 and Agreement.

24 DATED: 2-8-16



25 HILL REM INC., Respondent
26 By: PAUL LEONARD CHEVALIER JR., D.O.

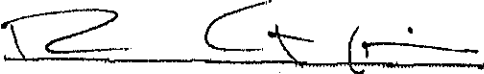
1 DATED: 2-8-16


PAUL LEONARD CHEVALIER JR., individually
and as designated officer of Hill Rem Inc.,
Respondent

5 * * *

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

8 DATED: 2/8/16


Robert E. Muir, Attorney for Respondent

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

13 IT IS SO ORDERED _____.

14 WAYNE S. BELL
15 REAL ESTATE COMMISSIONER
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17 _____
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1 DATED: _____

2 PAUL LEONARD CHEVALIER JR., individually
3 and as designated officer of Hill Rem Inc.,
4 Respondent

5 * * *

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

8 DATED: _____

9 Robert E. Muir, Attorney for Respondent

10 * * *

11 The foregoing Stipulation and Agreement is hereby adopted as my Decision in
12 this matter and shall become effective at 12 o'clock noon on ~~MAR 24 2016~~

13 IT IS SO ORDERED MARCH 1, 2016

14 WAYNE S. BELL
15 REAL ESTATE COMMISSIONER

16 

17 By: JEFFREY MASON
18 Chief Deputy Commissioner