

**FILED**

**JUN 23 2022**

**DEPT. OF REAL ESTATE**

**By** \_\_\_\_\_

1 Department of Real Estate  
2 320 West 4th Street, Suite 350  
3 Los Angeles, California 90013  
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11 Telephone: (213) 576-6982  
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BEFORE THE DEPARTMENT OF REAL ESTATE  
STATE OF CALIFORNIA

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11 In the Matter of the Accusation of )  
12 )  
13 CARI ANN DROLET; )  
14 WEST RESIDENTIAL, INC. formerly The )  
15 Edgar Fine Group, Inc.; and )  
16 MICHAEL EDGAR WEST, individually and as )  
17 designated officer of West Residential, Inc., )  
18 Respondents. )

No. H-05217 SD

STIPULATION AND  
AGREEMENT FOR  
WEST RESIDENTIAL, INC.  
AND MICHAEL EDGAR  
WEST

19 It is hereby stipulated by and between Respondents WEST RESIDENTIAL, INC.  
20 (“WRI”) and MICHAEL EDGAR WEST (“WEST”), individually and as designated officer of  
21 West Residential, Inc., both represented by Melissa N. Engle, Esq., and the Complainant, acting  
22 by and through Diane Lee, Counsel for the Department of Real Estate, as follows for the purpose  
23 of settling and disposing of the First Amended Accusation filed on November 24, 2021, in this  
24 matter:

- 25 1. All issues which were to be contested and all evidence which were to be  
26 presented by Complainant and Respondents WRI and WEST at a formal hearing on the First  
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1 Amended Accusation, which hearing was to be held in accordance with the provisions of the  
2 California Administrative Procedure Act (“APA”), shall instead and in place thereof be  
3 submitted solely on the basis of the provisions of this Stipulation and Agreement (Stipulation”).

4           2. Respondents WRI and WEST have received and read, and understand the  
5 Statement to Respondent, the Discovery Provisions of the APA, and the First Amended  
6 Accusation filed by the Department of Real Estate in this proceeding.

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

16           4. This Stipulation is based on the factual allegations contained in the First  
17 Amended Accusation. In the interest of expedience and economy, Respondents WRI and WEST  
18 choose not to contest these allegations, and understand that, as a result thereof, these factual  
19 allegations will serve as a prima facie basis for the disciplinary action stipulated to herein. The  
20 Real Estate Commissioner shall not be required to provide further evidence to prove said factual  
21 allegations.

22           5. It is understood by the parties that the Real Estate Commissioner may adopt  
23 this Stipulation as his Decision in this matter thereby imposing the penalties and sanctions on  
24 the real estate licenses and license rights of Respondents WRI and WEST as set forth in the  
25 below “Order.” In the event that the Commissioner in his discretion does not adopt this  
26 Stipulation, it shall be void and of no effect, and Respondents WRI and WEST shall retain the  
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1 be stayed for three (3) years upon the following terms and conditions:

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

4 ii. That no final subsequent determination be made after hearing or upon  
5 stipulation, that cause for disciplinary action occurred within three (3) years from the effective  
6 date of this Decision. Should such a determination be made, the Commissioner may, in his  
7 discretion, vacate, and set aside the stay order and re-impose all or a portion of the stayed  
8 suspension. Should no such determination be made, the stay imposed herein shall become  
9 permanent.

10  
11 (MICHAEL EDGAR WEST: SUSPENSION)

12 II.

13 All licenses and licensing rights of Respondent WEST under the Real Estate Law  
14 are suspended for a period of one hundred (100) days from the effective date of this Decision:

15 A. Provided, however, that the initial fifty (50) days of said suspension shall be  
16 stayed upon condition that:

17 1. Respondent WEST pays a monetary penalty pursuant to California Business  
18 and Professions Code section 10175.2 at the rate of \$50.00 per day for a monetary penalty of  
19 \$2,500.00 total.

20 2. Said payment shall be in the form of a cashier's check or certified check made  
21 payable to the Recovery Account of the Real Estate Fund. Said check must be received by the  
22 Department of Real Estate prior to the effective date of the Decision in this matter.

23 3. No further cause for disciplinary action against the real estate license of  
24 Respondent WEST occurs within three (3) years from the effective date of the Decision in this  
25 matter.

26 4. If Respondent WEST fails to pay the monetary penalty in accordance with the  
27 terms of the Decision, the Commissioner may, without a hearing, order the immediate execution

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

4           5. If Respondent WEST pays the monetary penalty and if no further cause for  
5 disciplinary action against the real estate license of Respondent WEST occurs within three (3)  
6 years from the effective date of the Decision, the stay hereby granted shall become permanent.

7           B. The remaining fifty (50) days of the one hundred (100) day suspension shall  
8 be stayed for three (3) years upon the following terms and conditions:

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

11           ii. That no final subsequent determination be made after hearing or upon  
12 stipulation, that cause for disciplinary action occurred within three (3) years from the effective  
13 date of this Decision. Should such a determination be made, the Commissioner may, in his  
14 discretion, vacate, and set aside the stay order and re-impose all or a portion of the stayed  
15 suspension. Should no such determination be made, the stay imposed herein shall become  
16 permanent.

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18           (WRI AND WEST: INVESTIGATION AND ENFORCEMENT COSTS)

19           III.

20           Respondents WRI and WEST shall, within thirty (30) days from the effective date  
21 of this Decision and Order, pay the sum of \$2,853.50 with joint and several liability for the  
22 Commissioner's reasonable cost for investigation and enforcement which led to this disciplinary  
23 action. Said payment shall be in the form of a cashier's check made payable to the Department  
24 of Real Estate. The investigative and enforcement costs must be delivered to the Department of  
25 Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013, within thirty (30)  
26 days from the effective date of this Decision and Order. If the costs of investigation and  
27 enforcement are not paid within thirty (30) days from the effective date of this Decision and

1 Order, the licenses and license rights of Respondents WRI and WEST shall automatically be  
2 suspended until full payment is made.

3  
4 DATED: 05/04/2022

  
5 \_\_\_\_\_  
6 DIANE LEE,  
7 Counsel for Department of Real Estate

8 \* \* \*

9 EXECUTION OF THE STIPULATION

10 I, MICHAEL EDGAR WEST, individually and as designated officer of West  
11 Residential, Inc., have read the Stipulation and discussed it with our attorney, Melissa N. Engle,  
12 Esq. Its terms are understood by me and West Residential, Inc., and are agreeable and  
13 acceptable to me and West Residential, Inc. I understand that I am waiving rights  
14 given to me and West Residential, Inc. by the California APA (including, but not limited to,  
15 California Government Code sections 11506, 11508, 11509, and 11513), and I, individually and  
16 as designated officer of West Residential, Inc., willingly, intelligently, and voluntarily waive  
17 those rights, including, but not limited to, the right of requiring the Commissioner to prove the  
18 allegations in the First Amended Accusation at a hearing at which West Residential, Inc. and I  
19 would have the right to cross-examine witnesses against me and West Residential, Inc. and to  
20 present evidence in defense and mitigation of the charges.

21 MAILING AND E-MAIL


22 Respondents WRI and WEST shall mail the original signed signature page of  
23 this Stipulation herein to Department of Real Estate, Attention: Legal Section – Diane Lee, 320  
24 West Fourth Street, Suite 350, Los Angeles, California 90013-1105.

25 In the event of time constraints before an administrative hearing, Respondents  
26 WRI and WEST can signify acceptance and approval of the terms and conditions of this  
27 Stipulation and Agreement by emailing a scanned copy of the signature page, as actually signed


1 by Respondents WRI and WEST, to the Department counsel assigned to this case. Respondents  
2 WRI and WEST agree, acknowledge, and understand that by electronically sending the  
3 Department a scan of Respondents WRI's and WEST's actual signatures as they appear on the  
4 Stipulation and Agreement that receipt of the scan by the Department shall be binding  
5 on Respondents WRI and WEST as if the Department had received the original signed  
6 Stipulation.

7 Respondents WRI's and WEST's signatures below constitute acceptance and  
8 approval of the terms and conditions of this Stipulation. Respondents WRI and WEST agree,  
9 acknowledge, and understand that by signing this Stipulation, Respondents WRI and WEST  
10 are bound by its terms as of the date of such signatures and that this agreement is not subject to  
11 rescission or amendment at a later date except by a separate Decision and Order of the Real  
12 Estate Commissioner.


13  
14 DATED: 5/3/2022

  
WEST RESIDENTIAL, INC., by Michael Edgar West,  
designated officer of West Residential, Inc.

16  
17 DATED: 5/3/2022

  
MICHAEL EDGAR WEST, individually and as designated  
officer of West Residential, Inc.

19  
20 DATED: 5/4/2022

  
MELISSA N. ENGLE, ESQ.,  
Attorney for Respondents WEST RESIDENTIAL, INC.  
and MICHAEL EDGAR WEST (and Cari Ann Drolet)

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The foregoing Stipulation and Agreement is hereby adopted as my Decision as to Respondents WEST RESIDENTIAL, INC. and MICHAEL EDGAR WEST, and shall become effective at 12 o'clock noon on July 13, 2022.

IT IS SO ORDERED Co. 17. 22.

DOUGLAS R. McCAULEY  
REAL ESTATE COMMISSIONER

Douglas R. McCauley