

1 3. Respondent filed a Notice of Defense pursuant to Section 11506 of the
2 Government Code for the purpose of requesting a hearing on the allegations in the Accusation.
3 Respondent hereby freely and voluntarily withdraws said Notice of Defense. Respondent
4 acknowledges that Respondent understands that by withdrawing said Notice of Defense,
5 Respondent will thereby waive Respondent's right to require the Real Estate Commissioner
6 ("Commissioner") to prove the allegations in the Accusation at a contested hearing held in
7 accordance with the provisions of the APA and that Respondent will waive other rights
8 afforded to Respondent in connection with the hearing such as the right to present evidence in
9 defense of the allegations in the Accusation and the right to cross-examine witnesses.


10 4. This Stipulation is based on the factual allegations contained in the
11 Accusation filed in this proceeding. In the interest of expedience 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 disciplinary
14 action stipulated to herein. The Real Estate Commissioner shall not be required to provide
15 further evidence to prove such allegations.

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

23 6. This Stipulation is made for the purpose of reaching an agreed
24 disposition of this proceeding and is expressly limited to this proceeding and not any other
25 proceeding or case in which the Department, or another licensing agency of this state, another
26 state, or the federal government is involved, and otherwise shall not be admissible in any
27 criminal or civil proceeding.

1 enforcement costs) for the Commissioner's reasonable costs of the investigation and
2 enforcement, which led to this disciplinary action. Said payment shall be in the form of a
3 cashier's check made payable to the Department of Real Estate. **The investigative and**
4 **enforcement costs must be delivered to the Department of Real Estate, Flag Section at**
5 **P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective date of this Decision**
6 **and Order. Payment of investigation and enforcement costs should not be made until the**
7 **Stipulation has been approved by the Commissioner.**

8
9 DATED: May 26, 2022



Kathy Yi, Counsel
Department of Real Estate

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12 EXECUTION OF THE STIPULATION

13 Respondent has read the Stipulation and Agreement and understands that
14 Respondent is waiving rights given to Respondent by the California Administrative Procedure
15 Act, (including but not limited to Sections 11521 and 11523 of the Government Code), and
16 Respondent willingly, intelligently, and voluntarily waives those rights, including the right to
17 seek reconsideration and the right to seek judicial review of the Commissioner's Decision and
18 Order by way of a writ of mandate.

19 Respondent agrees, acknowledges, and understands that Respondent cannot
20 rescind or amend this Stipulation and Agreement. Respondent can signify acceptance and
21 approval of the terms and conditions of this Stipulation and Agreement by electronically e-
22 mailing a copy of the signature page, as actually signed by Respondent, to the Department.
23 Respondent agrees, acknowledges, and understands that by electronically sending to the
24 Department an electronic copy of Respondent's actual signature, as it appears on the
25 Stipulation, that receipt of the emailed copy by the Department shall be as binding on
26 Respondent as if the Department had received the original signed Stipulation. By signing this
27 Stipulation, Respondent understands and agrees that Respondent may not withdraw

1 Respondent's agreement or seek to rescind the Stipulation prior to the time the Commissioner
2 considers and acts upon it or prior to the effective date of the Stipulation and Order.

3 Respondent can alternatively signify acceptance and approval of the terms and
4 conditions of this Stipulation and Agreement by mailing the original signed Stipulation and
5 Agreement to: Kathy Yi, Department of Real Estate, 320 West 4th Street, Suite 350, Los
6 Angeles, California 90013-1105.


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8 DATED: 5-26-22


SCOTT CAMERON SMITH
Respondent

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10 * * *

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

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15 DATED: 5-28-22


Frank M. Buda
Counsel for Respondent

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19 The foregoing Stipulation and Agreement is hereby adopted by me as my
20 Decision in this matter as to Respondent SCOTT CAMERON SMITH and shall become
21 effective at 12 o'clock noon on JUL 22 2022.

22 IT IS SO ORDERED 6.17.22

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24 DOUGLAS R. McCAULEY
25 REAL ESTATE COMMISSIONER

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