

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

4 Telephone: (916) 263-8670

FILED

JAN 18 2018

BUREAU OF REAL ESTATE

By B. Nicholas

8 BEFORE THE BUREAU OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of:) Case No. H-6445 SAC
12)
13) EQUITABLE GROUP INCORPORATED,) STIPULATION AND AGREEMENT
14) and DYLAN ANDREW LOVE,) IN SETTLEMENT AND ORDER
15) Respondents.)

16 It is hereby stipulated by and between Respondents EQUITABLE GROUP
17 INCORPORATED ("EQUITABLE"), DYLAN ANDREW LOVE ("LOVE"), and the
18 Complainant, acting by and through Jason D. Lazark, Counsel for the Bureau of Real Estate, as
19 follows for the purpose of settling and disposing of the Accusation filed on July 21, 2017, in
20 this matter:

21 1. All issues which were to be contested and all evidence which was to be
22 presented by Complainant and Respondents EQUITABLE and LOVE (collectively referred to
23 herein as "Respondents") at a formal hearing on the Accusation, which hearing was to be held
24 in accordance with the provisions of the Administrative Procedure Act ("APA"), shall instead
25 and in place thereof be submitted solely on the basis of the provisions of this Stipulation and
26 Agreement In Settlement and Order ("Stipulation and Agreement").
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1 2. Respondents have received, read and understand the Statements to
2 Respondent, the Discovery Provisions of the APA and the Accusation filed by the Bureau of
3 Real Estate in this proceeding.

4 3. Respondents filed Notices of Defense pursuant to Section 11505 of the
5 Government Code for the purpose of requesting a hearing on the allegations in the Accusation.
6 Respondents hereby freely and voluntarily withdraw said Notices of Defense. Respondents
7 acknowledge that they understand that by withdrawing said Notices of Defense they will
8 thereby waive their rights to require the Commissioner to prove the allegations in the
9 Accusation at a contested hearing held in accordance with the provisions of the APA and that
10 they will waive other rights afforded to them in connection with the hearing such as the right to
11 present evidence in defense of the allegations in the Accusation and the right to cross-examine
12 witnesses.

13 4. Respondents, pursuant to the limitations set forth below, hereby admit that
14 the factual allegations as set forth in the Accusation filed in this proceeding are true and correct
15 and the Commissioner shall not be required to provide further evidence of such allegations.

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

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

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1 7. Respondents understand that by agreeing to this Stipulation and Agreement,
2 Respondents agree to be responsible for paying, pursuant to Section 10148 of the California
3 Business and Professions Code (“the Code”), the costs of the audit which resulted in the
4 determination that Respondents committed the trust fund violation(s) found in the Determination
5 of Issues. The amount of such costs is \$3,790.50.

6 8. Respondents further understand that by agreeing to this Stipulation and
7 Agreement, the findings set forth below in the Determination of Issues become final, and that the
8 Commissioner may charge Respondents for the costs of any audit conducted pursuant to Section
9 10148 of the Code to determine if the violations have been corrected and hold Respondents
10 responsible for paying the costs of the follow up audit. The maximum costs of said audit shall
11 not exceed \$4,700.63.

12 9. Respondents understand that by agreeing to this Stipulation and Agreement,
13 Respondents agree to be responsible for jointly and severally paying, pursuant to Section 10106
14 of the Code, the costs of the investigation and enforcement of this case which resulted in the
15 determination that Respondents committed the violation(s) found in the Determination of Issues.
16 The amount of such costs is \$2,729.27.

17 DETERMINATION OF ISSUES

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

21 I.

22 The acts and omissions of EQUITABLE, as described in the Accusation, are
23 grounds for the suspension or revocation of the licenses and license rights of EQUITABLE under
24 the provisions of Sections 10177(d) and 10177(g) of the Code, in conjunction with Sections
25 10085, 10085.5, 10145, 10145(g) and 10146 of the Code, and Sections 2831.1, 2831.2, 2832.1,
26 2970, and 2972 of Title 10 of the California Code of Regulations (“the Regulations”).

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II.

The acts and omissions of LOVE, as described in the Accusation, are grounds for the suspension or revocation of the licenses and license rights of LOVE under the provisions of Sections 10177(d), 10177(g), 10177(h) and 10159.2 of the Code, in conjunction with Sections 10085, 10085.5, 10145, 10145(g) and 10146 of the Code, and Sections 2725, 2831.1, 2831.2, 2832.1, 2970, and 2972 of Title 10 of the Regulations.

ORDER

I. AS TO EQUITABLE

All licenses and licensing rights of EQUITABLE under the Real Estate Law are suspended for a period of one hundred twenty days (120) days from the effective date of this Order; provided, however, that:

1. Forty five (45) days of said suspension shall be stayed upon the condition that EQUITABLE petitions pursuant to Section 10175.2 of the Code and pays a monetary penalty pursuant to Section 10175.2 of the Code, at a rate of \$50 for each day of the suspension, for a total monetary penalty of \$2,250.00.

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

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

c. If EQUITABLE fails to pay the monetary penalty in accordance with the terms and conditions of the Decision, the Commissioner may, without a hearing, order the immediate execution of all or any part of the stayed suspension, in which event, EQUITABLE shall not be entitled to any repayment nor credit, prorated or otherwise, for money paid to the Bureau under the terms of this decision.

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

5 2. The remaining seventy five (75) days of said suspension shall also be stayed
6 for two (2) years upon the following terms and conditions:

7 a. EQUITABLE shall obey all laws, rules and regulations governing the
8 rights, duties and responsibilities of a real estate licensee in the State of California, and

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

15 II. AS TO LOVE

16 All licenses and licensing rights of LOVE under the Real Estate Law are
17 suspended for a period of one hundred twenty days (120) days from the effective date of this
18 Order; provided, however, that:

19 1. Forty five (45) days of said suspension shall be stayed upon the condition that
20 LOVE petitions pursuant to Section 10175.2 of the Code and pays a monetary penalty pursuant
21 to Section 10175.2 of the Code, at a rate of \$50 for each day of the suspension, for a total
22 monetary penalty of \$2,250.00.

23 a. Said payment shall be in the form of a cashier's check made payable to
24 the Bureau of Real Estate. Said check must be delivered to the Bureau of Real Estate, Flag
25 Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective date of this
26 Order.

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1 b. No further cause for disciplinary action against the real estate license
2 of LOVE occurs within two (2) years from the effective date of the Order in this matter.

3 c. If LOVE fails to pay the monetary penalty in accordance with the
4 terms and conditions of the Decision, the Commissioner may, without a hearing, order the
5 immediate execution of all or any part of the stayed suspension, in which event, LOVE shall not
6 be entitled to any repayment nor credit, prorated or otherwise, for money paid to the Bureau
7 under the terms of this decision.

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

11 2. The remaining seventy five (75) days of said suspension shall also be stayed
12 for two (2) years upon the following terms and conditions:

13 a. LOVE shall obey all laws, rules and regulations governing the rights,
14 duties and responsibilities of a real estate licensee in the State of California, and

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

21 3. LOVE shall, within six (6) months from the effective date of this Decision
22 and Order, take and pass the Professional Responsibility Examination administered by the
23 Bureau, including the payment of the appropriate examination fee. If LOVE fails to satisfy this
24 condition, LOVE's real estate license shall automatically be suspended until LOVE passes the
25 examination.

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1 4. All licenses and licensing rights of LOVE are indefinitely suspended
2 unless or until LOVE provides proof satisfactory to the Commissioner, of having taken and
3 successfully completed the continuing education course on trust fund accounting and handling
4 specified in paragraph (3) of subdivision (a) of Section 10170.5 of the Code. Proof of
5 satisfaction of these requirements includes evidence that LOVE has successfully completed the
6 trust fund accounting and handling continuing education course, no earlier than one hundred
7 twenty (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 course 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-
10 263-8785, prior to the effective date of this Decision and Order.

11 III. AS TO BOTH EQUITABLE AND LOVE

12 1. All licenses and licensing rights of Respondents are indefinitely suspended
13 unless or until Respondents, jointly and severally, pay the sum of \$2,729.27 for the
14 Commissioner's reasonable costs of the investigation and enforcement which led to this
15 disciplinary action. Said payment shall be in the form of a cashier's check or certified check
16 made payable to the Bureau of Real Estate. The investigative and enforcement costs must be
17 delivered to the Bureau of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA
18 95813-7013, prior to the effective date of this Order.

19 2. Pursuant to Section 10148 of the Code, Respondents shall pay the sum of
20 \$3,790.50 for the Commissioner's cost of the audit which led to this disciplinary action.
21 Respondents shall pay such cost within sixty (60) days of receiving an invoice therefore from the
22 Commissioner. Payment of audit costs should not be made until Respondents receive the
23 invoice. If Respondents fail to satisfy this condition in a timely manner as provided for herein,
24 Respondents' real estate licenses shall automatically be suspended until payment is made in full,
25 or until a decision providing otherwise is adopted following a hearing held pursuant to this
26 condition.


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1 3. Pursuant to Section 10148 of the Code, Respondents shall pay the
 2 Commissioner's reasonable cost, not to exceed \$4,700.63, for an audit to determine if
 3 Respondent has corrected the violation(s) found in the Determination of Issues. In calculating
 4 the amount of the Commissioner's reasonable cost, the Commissioner may use the estimated
 5 average hourly salary for all persons performing audits of real estate brokers, and shall include
 6 an allocation for travel time to and from the auditor's place of work. Respondents shall pay
 7 such cost within sixty (60) days of receiving an invoice therefore from the Commissioner.
 8 Payment of the audit costs should not be made until Respondents receives the invoice. If
 9 Respondents fail to satisfy this condition in a timely manner as provided for herein,
 10 Respondents real estate license shall automatically be suspended until payment is made in full,
 11 or until a decision providing otherwise is adopted following a hearing held pursuant to this
 12 condition.

13 4. All licenses and licensing rights of Respondents are indefinitely suspended
 14 unless or until Respondents provide proof satisfactory to the Commissioner that Respondents
 15 reimbursed all Eviction Insurance Plan fees collected between March 12, 2015, and April 15,
 16 2016.

20
 21 DATED

10/30/17


 JASON D. LAZARK, Counsel
 Bureau of Real Estate

23 * * *

24 I have read the Stipulation and Agreement in Settlement and Order and its terms
 25 are understood by me and are agreeable and acceptable to me. I understand that I am waiving
 26 rights given to me by the California Administrative Procedure Act (including but not limited to
 27

1 Sections 11506, 11508, 11509 and 11513 of the Government Code), and I willingly,
2 intelligently, and voluntarily waive those rights, including the right of requiring the
3 Commissioner to prove the allegations in the Accusation at a hearing at which I would have the
4 right to cross-examine witnesses against me and to present evidence in defense and mitigation
5 of the charges.

6 Respondents further agree to send the original signed Stipulation and
7 Agreement by mail to the following address no later than one (1) week from the date the
8 Stipulation and Agreement is signed by Respondents: *Bureau of Real Estate, Legal Section,*
9 *P.O. Box 137007, Sacramento, California 95813-7007.* Respondents understand and agree
10 that if they fail to return the original signed Stipulation and Agreement by the due date,
11 Complainant retains the right to set this matter for hearing.

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13 10/30/17
14 DATED _____

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14 _____
15 DYLAN ANDREW LOVE
16 Respondent

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17 10/30/17
18 DATED _____


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18 _____
19 EQUITABLE GROUP INCORPORATED
20 By: Dylan Andrew Love

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 FEB 08 2018

23 IT IS SO ORDERED 1/8/18

24 WAYNE S. BELL
25 REAL ESTATE COMMISSIONER

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27 
By: DANIEL J. SANDRI
Chief Deputy Commissioner