

1 Bureau of Real Estate  
2 P.O. Box 137007  
3 Sacramento, CA 95813-7007

4 Telephone: (916) 263-8679

**FILED**

MAR 05 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 )  
12 MELANIE AMANDA WESTBROOK, and )  
13 JOHN WILLAM SHAW, )  
14 Respondents. )

No. H-6447 SAC

STIPULATION AND AGREEMENT

15 It is hereby stipulated by and between MELANIE AMANDA WESTBROOK  
16 (WESTBROOK), and JOHN WILLAM SHAW (SHAW) (collectively referred to as  
17 "Respondents"), and the Complainant, acting by and through Richard K. Uno, Counsel for the  
18 Bureau of Real Estate (Bureau), as follows for the purpose of settling and disposing the  
19 Accusation filed on January 12, 2017, in this matter:

20 1. All issues which were to be contested and all evidence which was to be  
21 presented by Complainant and Respondents at a formal hearing on the Accusation, which hearing  
22 was to be held in accordance with the provisions of the Administrative Procedure Act (APA),  
23 shall instead and in place thereof be submitted solely on the basis of the provisions of this  
24 Stipulation and Agreement.

25 2. Respondents have received, read, and understand the Statement to  
26 Respondent, and the Discovery Provisions of the APA filed by the Bureau in this proceeding.  
27

1                   3.       Respondents filed a Notice of Defense pursuant to Section 11505 of the  
2 Government Code for the purpose of requesting a hearing on the allegations in the Accusation.  
3 Respondents hereby freely and voluntarily withdraw said Notice of Defense. Respondents  
4 acknowledge that Respondents understand that by withdrawing said Notice of Defense  
5 Respondents will thereby waive Respondents' rights 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 Respondents will waive other rights  
8 afforded to Respondents 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 and Agreement is based on the factual allegations  
11 contained in the Accusation. In the interest of expediency and economy, Respondents choose not  
12 to contest these factual allegations, but to remain silent and understand that, as a result thereof,  
13 these factual statements will serve as a prima facie basis for the "Determination of Issues" and  
14 "Order" set forth below. The Commissioner shall not be required to provide further evidence to  
15 prove such allegations.

16                   5.       This Stipulation and Agreement and Respondents' decision not to contest  
17 the Accusation are made for the purpose of reaching an agreed disposition of this proceeding and  
18 are expressly limited to this proceeding and any other proceeding or case in which the Bureau,  
19 the state or federal government, an agency of this state, or an agency of another state is involved.

20                   6.       It is understood by the parties that the Commissioner may adopt the  
21 Stipulation and Agreement as his Decision and Order in this matter thereby imposing the penalty  
22 and sanctions on the real estate licenses and license rights of Respondents as set forth in the  
23 below "Order". In the event that the Commissioner in his discretion does not adopt the  
24 Stipulation and Agreement, it shall be void and of no effect, and Respondents shall retain the  
25 right to a hearing and proceeding on the Accusation under all the provisions of the APA and shall  
26 not be bound by any admission or waiver made herein.  
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1 however, that:

2 1) Thirty (30) days of said suspension shall be stayed, upon the condition that  
3 WESTBROOK petition pursuant to Section 10175.2 of the Code and pays a monetary penalty  
4 pursuant to Section 10175.2 of the Code at a rate of \$100 for each day of the suspension for a  
5 total monetary penalty of \$3,000.00.

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

9 b) No further cause for disciplinary action against the Real Estate licenses of  
10 WESTBROOK occurs within two (2) years from the effective date of the decision in this matter.

11 c) If WESTBROOK fails to pay the monetary penalty as provided above prior to the  
12 effective date of this Order, the stay of the suspension shall be vacated as to that WESTBROOK  
13 and the order of suspension shall be immediately executed, under this Order, in which event the  
14 said WESTBROOK shall not be entitled to any repayment nor credit, prorated or otherwise, for  
15 the money paid to the Bureau under the terms of this Order.

16 d) If WESTBROOK pays the monetary penalty and any other moneys due under this  
17 Stipulation and Agreement and if no further cause for disciplinary action against the real estate  
18 license of said WESTBROOK occurs within two (2) years from the effective date of this Order,  
19 the entire stay hereby granted this Order, as to said WESTBROOK only, shall become  
20 permanent.

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

23 a) WESTBROOK shall obey all laws, rules and regulations governing the rights,  
24 duties and responsibilities of a real estate licensee in the State of California; and,

25 b) That no final subsequent determination be made, after hearing or upon stipulation,  
26 that cause for disciplinary action occurred within two (2) years from the effective date of this  
27 Order. Should such a determination be made, the Commissioner may, in his discretion, vacate

1 and set aside the stay order and reimpose all or a portion of the stayed suspension. Should no  
2 such determination be made, the stay imposed herein shall become permanent.

3 II

4 All licenses and licensing rights of SHAW under the Real Estate Law are  
5 suspended for a period of sixty (60) days from the effective date of this Order; provided,  
6 however, that:

7 1) Thirty (30) days of said suspension shall be stayed, upon the condition that  
8 SHAW petition pursuant to Section 10175.2 of the Code and pays a monetary penalty pursuant to  
9 Section 10175.2 of the Code at a rate of \$50 for each day of the suspension for a total monetary  
10 penalty of \$1,500.00.

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

14 b) No further cause for disciplinary action against the Real Estate licenses of SHAW  
15 occurs within two (2) years from the effective date of the decision in this matter.

16 c) If SHAW fails to pay the monetary penalty as provided above prior to the  
17 effective date of this Order, the stay of the suspension shall be vacated as to that SHAW and the  
18 order of suspension shall be immediately executed, under this Order, in which event the said  
19 SHAW shall not be entitled to any repayment nor credit, prorated or otherwise, for the money  
20 paid to the Bureau under the terms of this Order.

21 d) If SHAW pays the monetary penalty and any other moneys due under this  
22 Stipulation and Agreement and if no further cause for disciplinary action against the real estate  
23 license of said SHAW occurs within two (2) years from the effective date of this Order, the entire  
24 stay hereby granted this Order, as to said SHAW only, shall become permanent.

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

27 a) SHAW shall obey all laws, rules and regulations governing the rights, duties and

1 responsibilities of a real estate licensee in the State of California; and,

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

7 III

8 All licenses and licensing rights of Respondents are indefinitely suspended unless or  
9 until Respondent pays the sum of \$4,995.00 for the Commissioner's reasonable cost of the  
10 investigation and enforcement which led to this disciplinary action. Said payment shall be in the  
11 form of a cashier's check made payable to the Bureau of Real Estate. The investigative  
12 costs must be delivered to the Bureau of Real Estate, Flag Section at P.O. Box 137013,  
13 Sacramento, CA 95813-7013, prior to the effective date of this Stipulation.

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17 DATED

2/8/19

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RICHARD K. UNO  
Counsel for Complainant

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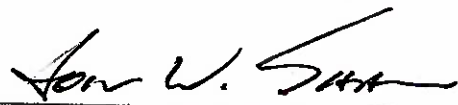
21 I have read the Stipulation and Agreement, discussed it with my counsel, and its  
22 terms are understood by me and are agreeable and acceptable to me. I understand that I am  
23 waiving rights given to me by the California Administrative Procedure Act, and I willingly,  
24 intelligently and voluntarily waive those rights, including the right of requiring the  
25 Commissioner to prove the allegations in the Accusation at a hearing at which I would have the  
26 right to cross-examine witnesses against me and to present evidence in defense and mitigation of  
27 the charges.

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

8 1/30/18  
9 DATED

  
MELANIE AMANDA WESTBROOK  
Respondent

11 1/30/18  
12 DATED


  
JOHN WILLIAM SHAW  
Respondent

14 \*\*\*

15  
16 The foregoing Stipulation and Agreement is hereby adopted as my Decision and  
17 Order and shall become effective at 12 o'clock noon on **MAR 26 2018**

18 IT IS SO ORDERED 2/28/18

20 WAYNE S. BELL  
21 REAL ESTATE COMMISSIONER

22   
23 By: DANIEL J. SANDRI  
24 Chief Deputy Commissioner  
25  
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