

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

4 Telephone: (916) 263-8670

FILED

JUL 18 2017

BUREAU OF REAL ESTATE

By B. Nicholas

7 BEFORE THE BUREAU OF REAL ESTATE
8 STATE OF CALIFORNIA

9 * * *

10 In the Matter of the Accusation of:) Case No. H-6491 SAC
11)
12 JAB PROPERTY MANAGEMENT, INC.) STIPULATION AND AGREEMENT
13) IN SETTLEMENT AND ORDER
14 Respondent.)

15 It is hereby stipulated by and between Respondent JAB PROPERTY
16 MANAGEMENT, INC. ("Respondent"), acting by and through David W. Beck, Respondent's
17 Vice President, and the Complainant, acting by and through Jason D. Lazark, Counsel for the
18 Bureau of Real Estate, as follows for the purpose of settling and disposing of the Accusation
19 filed on January 31, 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 Respondent at a formal hearing on the Accusation, which
22 hearing was to be held in accordance with the provisions of the Administrative Procedure Act
23 ("APA"), shall instead and in place thereof be submitted solely on the basis of the provisions of
24 this Stipulation and Agreement In Settlement and Order ("Stipulation and Agreement").

25 2. Respondent has received, read, and understands the Statement to
26 Respondent, the Discovery Provisions of the APA and the Accusation filed by the Bureau of
27 Real Estate in this proceeding.

1 3. On or about February 14, 2017, Respondent filed a Notice of Defense
2 pursuant to Section 11505 of the Government Code for the purpose of requesting a hearing on
3 the allegations in the Accusation. Respondent hereby freely and voluntarily withdraws said
4 Notice of Defense. Respondent acknowledges and understands that by withdrawing said
5 Notice of Defense, Respondent will thereby waive Respondent's rights to require the Real
6 Estate Commissioner ("Commissioner") to prove the allegations in the Accusation at a
7 contested hearing held in accordance with the provisions of the APA and that Respondent will
8 waive other rights afforded to Respondent in connection with the hearing such as the right to
9 present evidence in defense of the allegations in the Accusation and the right to cross-examine
10 witnesses.

11 4. Respondent, pursuant to the limitations set forth below, hereby admits that
12 the factual allegations or findings of fact as set forth in the Accusation filed in this proceeding
13 are true and correct and the Commissioner shall not be required to provide further evidence of
14 such allegations.

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

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

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1 7. Respondent understands that by agreeing to this Stipulation and Agreement,
2 Respondent agrees to be responsible for paying, pursuant to Section 10148 of the California
3 Business and Professions Code ("the Code"), the costs of Bureau of Real Estate ("Bureau")
4 Audit No. SC 15-0055 which resulted in the determination that Respondent committed the trust
5 fund violation(s) found in the Determination of Issues. The amount of such costs is \$5,447.70

6 8. Respondent 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 said Respondent for the costs of any audit conducted pursuant to
9 Section 10148 of the Code to determine if the violations have been corrected and hold
10 Respondent responsible for paying the costs of the follow up audit to Bureau Audit
11 No. SC 15-0055. The maximum costs of said audit shall not exceed \$6,809.63.

12 9. Respondent understands that by agreeing to this Stipulation and Agreement,
13 Respondent agrees to be responsible for paying, pursuant to Section 10106 of the Code, the costs
14 of the investigation and enforcement of this case which resulted in the determination that
15 Respondent committed the violation(s) found in the Determination of Issues. The amount of
16 such costs is \$2,237.26.

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 further proceedings, it is stipulated
20 and agreed that the acts and/or omissions of Respondent, as described in the Accusation, are
21 grounds for the suspension or revocation of the licenses and license rights of Respondent under
22 the provisions of Sections 10176(e), 10177(d), and 10177(g) of the Code, in conjunction with
23 Sections 10130, 10131(b), 10145, and 10145(g) of the Code and Sections 2831.1, 2831.2, 2832,
24 2832.1, and 2834 of Title 10 of the California Code of the Regulations.

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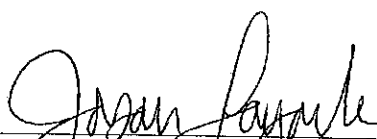
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4. Respondent shall pay the Commissioner's costs, not to exceed \$6,809.63, for the follow-up audit to Bureau Audit No. SC 15-0055, to determine if Respondent has corrected the violations described above in the Determination of Issues, and any other violations found in the audit which led to this disciplinary action. In calculating the amount of the Commissioner's reasonable cost, the Commissioner may use the estimated average hourly salary for all persons performing audits of real estate brokers, and shall include an allocation for travel time to and from the auditor's place of work. Respondent shall pay such cost within sixty (60) days of receiving an invoice therefore from the Commissioner detailing the activities performed during the audit and the amount of time spent performing those activities. If Respondent fails to pay such cost within the sixty (60) days, the Commissioner shall indefinitely suspend all licenses and licensing rights of Respondent under the Real Estate Law until payment is made in full or until Respondent enters into an agreement satisfactory to the Commissioner to provide for payment. Upon full payment, the indefinite suspension provided for in this paragraph shall be stayed.

5. All licenses and licensing rights of Respondent are indefinitely suspended unless or until Respondent pays the sum of \$2,237.26 for the Commissioner's reasonable cost of the investigation and enforcement which led to this disciplinary action. The investigative and enforcement costs 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 Decision and Order.

5/22/17
DATED


JASON D. LAZARK, Counsel
Bureau of Real Estate

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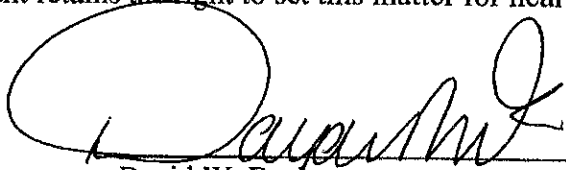
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I have read the Stipulation and Agreement in Settlement and Order and its terms are understood by me and are agreeable and acceptable to me. I understand that I am waiving rights given to me by the California Administrative Procedure Act (including but not limited to Sections 11506, 11508, 11509 and 11513 of the Government Code), and I willingly, intelligently, and voluntarily waive those rights, including the right of requiring the Commissioner to prove the allegations in the Accusation at a hearing at which I would have the right to cross-examine witnesses against me and to present evidence in defense and mitigation of the charges.

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

5/19/17

DATED



David W. Beck,
Vice President for Respondent
JAB PROPERTY MANAGEMENT, INC.

The foregoing Stipulation and Agreement is hereby adopted as my Decision in this matter and shall become effective at 12 o'clock noon on AUG 08 2017

IT IS SO ORDERED

7/13/2017

WAYNE S. BELL
REAL ESTATE COMMISSIONER

