

FILED

MAY 17 2022

DEPARTMENT OF REAL ESTATE

By J. Taggart

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

4 Telephone: (916) 576-8700

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6
7 BEFORE THE DEPARTMENT OF REAL ESTATE
8 STATE OF CALIFORNIA
9

10 * * *

11 In the Matter of the Accusation of)
12 STEP UP PM, INC., ANN THERESA BRENNAN,)
13 SHANNON P. KENT, ACCESS ASSET)
14 MANAGEMENT, INC. and)
15 JARROD VINCENT WHITEHORN,)
16 Respondents.)

No. H-7018 SAC

STIPULATION AND
AGREEMENT

16 It is hereby stipulated by and between STEP UP PM, INC. (SUPM), and
17 SHANNON P. KENT/SHANNON M. CANDELARIA (KENT) ONLY, (collectively referred to
18 as "Respondents"), represented by Shannon B. Jones and Lindsey A. Morgan of the Shannon B.
19 Jones Law Group, Inc., and the Complainant, acting by and through Richard Uno, Counsel for
20 the Department of Real Estate (Department), as follows for the purpose of settling and disposing
21 the Accusation filed on January 22, 2021, in this matter:

22 1. All issues which were to be contested and all evidence which was to be
23 presented by Complainant and Respondents at a formal hearing on the Accusation, which
24 hearing was to be held in accordance with the provisions of the Administrative Procedure Act
25 (APA), shall instead and in place thereof be submitted solely on the basis of the provisions of
26 this Stipulation and Agreement.
27

1 2. Respondents have received, read, and understand the Statement to
2 Respondent, and the Discovery Provisions of the APA filed by the Department in this
3 proceeding.

4 3. Respondents filed a Notice 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 Notice of Defense. Respondents
7 acknowledge that Respondents understand that by withdrawing said Notice of Defense
8 Respondents will thereby waive Respondents' rights to require the Real Estate Commissioner
9 (Commissioner) to prove the allegations in the Accusation at a contested hearing held in
10 accordance with the provisions of the APA, and that Respondents will waive other rights
11 afforded to Respondents in connection with the hearing such as the right to present evidence in
12 defense of the allegations in the Accusation and the right to cross-examine witnesses.

13 4. This Stipulation and Agreement is based on the factual allegations
14 contained in the Accusation. In the interest of expediency and economy, Respondents choose not
15 to contest these factual allegations, but to remain silent and understand that, as a result thereof,
16 these factual statements will serve as a prima facie basis for the "Determination of Issues" and
17 ""Order" set forth below. The Commissioner shall not be required to provide further evidence to
18 prove such allegations.

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

24 6. In lieu of proceeding in this matter in accordance with the provisions of
25 the APA, SUPM wishes to voluntarily surrender its corporate real estate broker license issued by
26 the Department, pursuant to Section 10100.2 of the Code.
27

1 7. SUPM understands that by so voluntarily surrendering its license, it may
2 be re-licensed as a broker only by petitioning for reinstatement pursuant to Section 11522 of the
3 Government Code. SUPM also understands that by so voluntarily surrendering its license, it
4 agrees to the following:

5 A. The filing of this Stipulation and Agreement shall be deemed as SUPM's
6 declaration and petition for voluntary surrender.

7 9. SUPM further agrees that upon acceptance by the Commissioner, as
8 evidenced by an appropriate order, all affidavits and all relevant evidence obtained by the
9 Department in this matter prior to the Commissioner's acceptance, and all allegations contained
10 in the Accusation filed in the Department Case No. H-7018 SAC, may be considered by the
11 Department to be true and correct for the purpose of deciding whether to grant re-licensure or
12 reinstatement pursuant to Government Code Section 11522.

13 10. SUPM freely and voluntarily surrenders all its licenses and license rights
14 under the Real Estate Law.

15 11. KENT understands that by agreeing to this Stipulation and Agreement,
16 KENT agrees to pay, pursuant to Section 10148 of the California Business and Professions
17 Code (Code), a pro rata share of the cost of the audit, which resulted in the determination that
18 Respondents committed the trust fund handling violation(s) found in the Determination of
19 Issues. The amount of KENT's share of said costs is \$5,339.88.

20 12. KENT further understands that by agreeing to this Stipulation and
21 Agreement, the findings set forth below in the Determination of Issues become final, and that
22 the Commissioner may charge said KENT for the costs of any audit conducted pursuant to
23 Section 10148 of the Code to determine if the violations have been corrected. The amount of
24 KENT's share of said audit shall not exceed \$6,674.85.

25 13. It is understood by the parties that the Commissioner may adopt the
26 Stipulation and Agreement as his Decision and Order in this matter thereby imposing the penalty
27 and sanctions on the real estate licenses and license rights of Respondents as set forth in the

1 below "Order". In the event that the Commissioner in his discretion does not adopt the
2 Stipulation and Agreement, it shall be void and of no effect, and Respondents shall retain the
3 right to a hearing and proceeding on the Accusation under all the provisions of the APA and
4 shall not be bound by any admission or waiver made herein.

5 14. KENT understands that by agreeing to this Stipulation, KENT agrees to
6 pay, pursuant to Section 10106 of the Business and Professions Code (Code), a pro-rata share of
7 the cost of the investigation which resulted in the determination that Respondent committed the
8 violations found in the Determination of Issues. The amount of KENT's share of costs is
9 \$2,399.50.

10 15. KENT understands that by agreeing to this Stipulation, KENT agrees to
11 pay \$1,000 each to Robert B., Elwyn P., Jane B and Cheryl S, identified the Accusation, as
12 restitution.

13 16. The Order or any subsequent Order of the Commissioner made pursuant to
14 this Stipulation and Agreement shall not constitute an estoppel, merger or bar to any further
15 administrative or civil proceedings by the Department with respect to any matters which were
16 not specifically alleged in Accusation H-7018 SAC.

17 * * *

18 DETERMINATION OF ISSUES

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

22 I

23 The acts and omissions of SUPM as described in the Accusation are violations of
24 Real Estate Law and grounds for the suspension or revocation of Respondents' licenses and
25 license rights under the following sections of the Code and Title 10 of the California Code of
26 Regulations (Regulations):
27

1 Sections 2731, 2831, 2832 and 2832.1 of the Regulations and Sections 10145,
2 10177(d) and 10177(g) of the Code.

3 II

4 The acts and omissions of KENT as described in Accusation are grounds for the
5 suspension or revocation of KENT's licenses and license rights under Section 10177(d) and
6 10177(g) of the Code.

7 * * *

8 ORDER

9 I

10 SUPM's petition for voluntary surrender of its corporate real estate broker license
11 is accepted as of the effective date of this Order as set forth below, based upon the understanding
12 and agreement expressed in SUPM's Declaration incorporated herein as part of this Stipulation
13 and Agreement. SUPM's license certificates, pocket cards and any branch office license
14 certificates shall be sent to the below listed address so that they reach the Department on or
15 before the effective date of this Order:

16 DEPARTMENT OF REAL ESTATE
17 Attn: Licensing Flag Section
18 P. O. Box 137000
19 Sacramento, CA 95813-7000

20 II

21 All licenses and licensing rights of KENT, under the Real Estate Law are
22 revoked; provided, however, a restricted real estate salesperson license shall be issued to KENT,
23 pursuant to Section 10156.5 of the Code, if KENT makes application therefore and pays to the
24 Department of Real Estate the appropriate fee for the restricted license within 90 days from the
25 effective date of this Stipulation. The restricted license issued to KENT shall be subject to all of
26 the provisions of Section 10156.7 of the Code and to the following limitations, conditions, and
27 restrictions imposed under authority of Section 10156.6 of the Code:

1 1. The restricted license issued to KENT may be suspended prior to hearing
2 by Order of the Commissioner in the event of KENT's conviction or plea of nolo contendere to a
3 crime which is substantially related to KENT's fitness or capacity as a real estate licensee.

4 2. The restricted license issued to KENT may be suspended prior to hearing
5 by Order of the Commissioner on evidence satisfactory to the Commissioner that KENT has
6 violated provisions of the California Real Estate Law, the Subdivided Lands Law, Regulations of
7 the Commissioner or conditions attaching to the restricted license.

8 3. KENT shall not be eligible to apply for the issuance of any unrestricted
9 real estate license nor the removal of any of the conditions, limitations, or restrictions of a
10 restricted until three (3) years have elapsed from the effective date of this Stipulation. KENT
11 shall not be eligible to apply for any unrestricted licenses until all restrictions attaching to the
12 license have been removed.

13 4. KENT shall submit with any application for license under an employing
14 broker, or any application for transfer to a new employing broker, a statement signed by the
15 prospective employing real estate broker on a form approved by the Department which shall
16 certify:

17 (1) That the employing broker has read the Decision which is the basis
18 for the issuance of a restricted license; and

19 (2) That the employing broker will carefully review all transaction
20 documents prepared by the restricted licensee and otherwise exercise close supervision over the
21 licensee's performance of acts for which a license is required.

22
23 III

24 1) Pursuant to Section 10148 of the Code, KENT shall pay the sum of \$5,339.88 for
25 KENT's share of the Commissioner's cost of the audit which led to this disciplinary action.
26 KENT shall pay such cost within sixty (60) days of receiving an invoice therefore from the
27 Commissioner. Payment of audit costs should not be made until Respondents receive the

1 invoice. If KENT fails to satisfy this condition in a timely manner as provided for herein,
2 KENT'S real estate license shall automatically be suspended until payment is made in full, or
3 until a decision providing otherwise is adopted following a hearing held pursuant to this
4 condition.

5 2) Pursuant to Section 10148 of the Code, KENT shall pay the Commissioner's
6 reasonable cost, not to exceed \$6,674.85, for KENT's share of an audit to determine if KENT
7 has corrected the violation(s) found in the Determination of Issues. In calculating the amount of
8 the Commissioner's reasonable cost, the Commissioner may use the estimated average hourly
9 salary for all persons performing audits of real estate brokers, and shall include an allocation for
10 travel time to and from the auditor's place of work. KENT shall pay such cost within sixty (60)
11 days of receiving an invoice therefore from the Commissioner. Payment of the audit costs
12 should not be made until KENT receives the invoice. If KENT fails to satisfy this condition in a
13 timely manner as provided for herein, KENT's real estate license shall automatically be
14 suspended until payment is made in full, or until a decision providing otherwise is adopted
15 following a hearing held pursuant to this condition.

16 3) All licenses and licensing rights of KENT are indefinitely suspended unless or
17 until KENT pays the sum of \$2,399.50 for KENT's share of the Commissioner's reasonable cost
18 of the investigation which led to this disciplinary action. Said payment shall be in the form of a
19 cashier's check made payable to the Department of Real Estate. The investigative and
20 enforcement costs must be delivered to the Department of Real Estate, Flag Section at P.O. Box
21 137013, Sacramento, CA 95813-7013, prior to the effective date of this Decision and Order.

22 4) All licenses and licensing rights of KENT are indefinitely suspended unless or
23 until Respondent provides proof that she reimbursed Robert B., Elwyn P., Jane B and Cheryl S.
24 \$1,000.00 each, as restitution. Said proof shall be in a form satisfactory to the Real Estate
25 Commissioner sent to the Flag Section at the same address in Paragraph 3) above. The
26 Department of Real Estate will provide KENT's counsel with the full names and current mailing
27 addresses of Robert B., Elwyn P., Jane B. and Cheryl S., to allow KENT to send the restitution to

1 the consumers. Alternatively, the Department of Real Estate may provide directions for KENT
2 to send the restitution directly to the Department of Real Estate for disbursement to the
3 consumers, and KENT will not need to provide proof of reimbursement.

4 3/17/22 _____ Richard Uno
5 DATED RICHARD UNO
6 Counsel for Complainant

7 * * *

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

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

21 3/14/2022 _____
22 DATED SHANNON P. KENT/SHANNON M.
23 CANDELARIA, as CEO, on behalf of
STEP UP PM, INC.

DocuSigned by:
Shannon Candelaria
E480C7847754478

24 3/14/2022 _____
25 DATED SHANNON P. KENT/SHANNON M.
26 CANDELARIA
27 Respondent

DocuSigned by:
Shannon Candelaria
E480C7847754478

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I have reviewed the Stipulation and Agreement as to form and content and have advised my clients accordingly.

March 17, 2022

DATED



LINDSEY A. MORGAN
Attorney for Respondents

The foregoing Stipulation and Agreement is hereby adopted as my Decision and Order and shall become effective at 12 o'clock noon on JUN 06 2022

IT IS SO ORDERED 4.29.22

DOUGLAS R. McCAULEY
REAL ESTATE COMMISSIONER



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Department of Real Estate
P.O. Box 137007
Sacramento, CA 95813-7007

Telephone: (916) 576-8700

FILED

MAY 16 2022

DEPARTMENT OF REAL ESTATE

By J. Taggart

BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of
STEP UP PM, INC., ANN THERESA BRENNAN,
SHANNON P. KENT, ACCESS ASSET
MANAGEMENT, INC. and JARROD VINCENT
WHITEHORN,
Respondents.

No. H-7018 SAC

STIPULATION AND
AGREEMENT

It is hereby stipulated by and between ACCESS ASSET MANAGEMENT, INC. (AAM), ONLY (sometimes referred to as "Respondent"), represented by Joshua A. Rosenthal, and the Complainant, acting by and through Richard Uno, Counsel for the Department of Real Estate (Department), as follows for the purpose of settling and disposing the Accusation filed on January 22, 2021, in this matter:

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

1 2. Respondent has received, read, and understand the Statement to
2 Respondent, and the Discovery Provisions of the APA filed by the Department in this
3 proceeding.

4 3. Respondent filed a Notice 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 Respondent hereby freely and voluntarily withdraws said Notice of Defense. Respondent
7 acknowledges that Respondent understands that by withdrawing said Notice of Defense
8 Respondent will thereby waive Respondent's rights to require the Real Estate Commissioner
9 (Commissioner) to prove the allegations in the Accusation at a contested hearing held in
10 accordance with the provisions of the APA, and that Respondent will waive other rights afforded
11 to Respondent in connection with the hearing such as the right to present evidence in defense of
12 the allegations in the Accusation and the right to cross-examine witnesses.

13 4. This Stipulation and Agreement is based on the factual allegations
14 contained in the Accusation. In the interest of expediency and economy, Respondent choose not
15 to contest these factual allegations, but to remain silent and understand that, as a result thereof,
16 these factual statements will serve as a prima facie basis for the "Determination of Issues" and
17 "Order" set forth below. The Commissioner shall not be required to provide further evidence to
18 prove such allegations.

19 5. This Stipulation and Agreement and Respondent's decision not to contest
20 the Accusation are made for the purpose of reaching an agreed disposition of this proceeding and
21 are expressly limited to this proceeding and any other proceeding or case in which the
22 Department, the state or federal government, an agency of this state, or an agency of another state
23 is involved.

24 6. Respondent understands that by agreeing to this Stipulation and
25 Agreement, Respondent agrees to pay, jointly and severally, pursuant to Section 10148 of the
26 California Business and Professions Code (Code), the pro-rata cost of the audit, which resulted
27 in the determination that Respondents committed the trust fund handling violation(s) found in

1 the Determination of Issues. The amount of said costs is \$6,803.75.

2 7. Respondent further understands that by agreeing to this Stipulation and
3 Agreement, the findings set forth below in the Determination of Issues become final, and that
4 the Commissioner may charge said Respondent for the costs of any audit conducted pursuant to
5 Section 10148 of the Code to determine if the violations have been corrected. The maximum
6 costs of said audit shall not exceed \$8,506.69.

7 8. It is understood by the parties that the Commissioner may adopt the
8 Stipulation and Agreement as his Decision and Order in this matter thereby imposing the penalty
9 and sanctions on the real estate licenses and license rights of Respondent as set forth in the below
10 "Order". In the event that the Commissioner in his discretion does not adopt the Stipulation and
11 Agreement, it shall be void and of no effect, and Respondent shall retain the right to a hearing
12 and proceeding on the Accusation under all the provisions of the APA and shall not be bound by
13 any admission or waiver made herein.

14 9. The Order or any subsequent Order of the Commissioner made pursuant to
15 this Stipulation and Agreement shall not constitute an estoppel, merger or bar to any further
16 administrative or civil proceedings by the Department with respect to any matters which were not
17 specifically alleged in Accusation H-7018 SAC.

18 * * *

19 DETERMINATION OF ISSUES

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

23 I

24 The acts and omissions of Respondent as described in the Accusation are
25 grounds for the suspension or revocation of Respondents' licenses and license rights under
26 sections 2731, 2832 and 2832.1 of Title 10 of the California Code of Regulations (Regulations)
27 and Sections 10145, 10177(d) and 10177(g) of the Code

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

6 3) Pursuant to Section 10148 of the Code, AAM and JARROD VINCENT
7 WHITEHORN shall jointly and severally pay pro-rata the sum of \$6,803.75 for the
8 Commissioner's cost of the audit which led to this disciplinary action. Respondents shall pay
9 such cost within sixty (60) days of receiving an invoice therefore from the Commissioner.
10 Payment of audit costs should not be made until Respondents receive the invoice. If
11 Respondents fail to satisfy this condition in a timely manner as provided for herein, Respondents'
12 real estate license shall automatically be suspended until payment is made in full, or until a
13 decision providing otherwise is adopted following a hearing held pursuant to this condition.

14 4) Pursuant to Section 10148 of the Code, AAM and WHITEHORN shall jointly and
15 severally pay the Commissioner's reasonable cost, not to exceed \$8,506.69, for an audit to
16 determine if Respondents have corrected the violation(s) found in the Determination of Issues.
17 In calculating the amount of the Commissioner's reasonable cost, the Commissioner may use the
18 estimated average hourly salary for all persons performing audits of real estate brokers, and shall
19 include an allocation for travel time to and from the auditor's place of work. Respondents shall
20 pay such cost within sixty (60) days of receiving an invoice therefore from the Commissioner.
21 Payment of the audit costs should not be made until Respondents receive the invoice. If
22 Respondents fail to satisfy this condition in a timely manner as provided for herein, Respondents'
23 real estate license shall automatically be suspended until payment is made in full, or until a
24 decision providing otherwise is adopted following a hearing held pursuant to this condition.

25 5) All licenses and licensing rights of AAM and WHITEHORN are indefinitely
26 Suspended unless or until AAM and WHITEHORN pay, jointly and severally, the pro rata sum
27 of \$4,799.00 for the

1 Commissioner's reasonable cost of the investigation which led to this disciplinary action. Said
2 payment shall be in the form of a cashier's check made payable to the Bureau of Real Estate.
3 The investigative costs must be delivered to the Department of Real Estate, Flag Section at P.O.
4 Box 137013, Sacramento, CA 95813-7013, prior to the effective date of this Stipulation.

5
6 2/1/22
7 DATED



RICHARD UNO
Counsel for Complainant

8
9 * * *

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

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

23
24 1/31/2022
DATED


JARROD VINCENT WHITEHORN, on
behalf of
ACCESS ASSET MANAGEMENT, INC.
Respondent

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I have reviewed the Stipulation and Agreement as to form and content and have advised my clients accordingly.

1/31/22

DATED



JOSHUA A. ROSENTHAL
Attorney for Respondent

The foregoing Stipulation and Agreement is hereby adopted as my Decision and Order and shall become effective at 12 o'clock noon on JUN 06 2022.

IT IS SO ORDERED 4.29.22

DOUGLAS R. McCAULEY
REAL ESTATE COMMISSIONER

