

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

4. Telephone: (916) 576-8700

FILED
APR 07 2022
DEPARTMENT OF REAL ESTATE
By J. Taggart

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8. BEFORE THE DEPARTMENT OF REAL ESTATE
9. STATE OF CALIFORNIA

10. * * *

11. In the Matter of the Accusation of)
12. BC & EC CHASE HOLDINGS, INC. AND)
13. ELIZABETH IRENE CAMPBELL-CHASE,)
14. Respondents.)

No. H-7038 SAC

STIPULATION AND
AGREEMENT

15.
16. It is hereby stipulated by and between BC & EC CHASE HOLDINGS, INC.
17. (CHI) only, represented by Joshua A. Rosenthal, and the Complainant, acting by and through
18. Richard K. Uno, Counsel for the Department of Real Estate (Department), as follows for the
19. purpose of settling and disposing the Accusation filed on April 21, 2021, 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 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. Respondent has received, read, and understand the Statement to
26. Respondent, and the Discovery Provisions of the APA filed by the Department in this
27. proceeding.

1 3. Respondent 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. Respondent
4 acknowledges that Respondent understands that by withdrawing said Notice of Defense
5 Respondent will thereby waive Respondent's 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 Respondent will waive other rights afforded
8 to Respondent in connection with the hearing such as the right to present evidence in defense of
9 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, Respondent 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 Respondent's 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
19 Department 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 Respondent as set forth in the below
23 "Order". In the event that the Commissioner in his discretion does not adopt the Stipulation and
24 Agreement, it shall be void and of no effect, and Respondent shall retain the right to a hearing
25 and proceeding on the Accusation under all the provisions of the APA and shall not be bound by
26 any admission or waiver made herein.

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

6 3) All licenses and licensing rights of CHI are indefinitely suspended unless
7 or until CHI pays the sum of \$1,115.00 for the Commissioner's reasonable cost of the
8 investigation which led to this disciplinary action. Said payment shall be in the form of a
9 cashier's check made payable to the Department of Real Estate. The investigative and
10 enforcement costs must be delivered to the Department of Real Estate, Flag Section at P.O. Box
11 137013, Sacramento, CA 95813-7013, prior to the effective date of this Decision and Order.

12 4) Pursuant to Section 10148 of the Code, CHI shall pay, jointly and severally, the
13 sum of \$11,140.00 for the Commissioner's cost of the audit which led to this disciplinary action.
14 Respondents shall pay such cost within sixty (60) days of receiving an invoice therefore from the
15 Commissioner. Payment of audit costs should not be made until Respondents receive the
16 invoice. If Respondents fail to satisfy this condition in a timely manner as provided for herein,
17 Respondents' real estate licenses shall automatically be suspended until payment is made in full,
18 or until a decision providing otherwise is adopted following a hearing held pursuant to this
19 condition.

20 5) Pursuant to Section 10148 of the Code, CHI shall pay, jointly and severally, the
21 Commissioner's reasonable cost, not to exceed \$13,925.00, for an audit to determine if
22 Respondent has corrected the violation(s) found in the Determination of Issues. In calculating
23 the amount of the Commissioner's reasonable cost, the Commissioner may use the estimated
24 average hourly salary for all persons performing audits of real estate brokers, and shall include an
25 allocation for travel time to and from the auditor's place of work. Respondent shall pay such cost
26 within sixty (60) days of receiving an invoice therefore from the Commissioner. Payment of
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1 the audit costs should not be made until Respondents receive the invoice. If Respondents fail to
2 satisfy this condition in a timely manner as provided for herein, Respondents' real estate license
3 shall automatically be suspended until payment is made in full, or until a decision providing
4 otherwise is adopted following a hearing held pursuant to this condition.

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1/13/22

Richard K Uno

DATED

RICHARD K. UNO
Counsel for Complainant

I have read the Stipulation and Agreement, discussed it with my counsel, 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, 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.

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

BC & EC CHASE HOLDINGS, INC.,

1/11/2022

Elizabeth Irene Campbell-Chase

DATED

By: ELIZABETH IRENE CAMPBELL-CHASE
Respondent

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

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1/11/22

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 APR 27 2022.

IT IS SO ORDERED 3-16-22.

DOUGLAS R. McCAULEY
REAL ESTATE COMMISSIONER

