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FILED

AUG 23 2021

DEPARTMENT OF REAL ESTATE
By B. Nicholas

BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of:	)	NO. H-12483 SF
PAMELA DOLORES TAEUFFER,	)	
Respondent.	)	<u>STIPULATION AND AGREEMENT</u>
	)	<u>IN SETTLEMENT AND ORDER</u>

It is hereby stipulated by and between PAMELA DOLORES TAEUFFER ("Respondent"), acting by and through Joshua A. Rosenthal, counsel for Respondent, and the Complainant, acting by and through Jason D. Lazark, Counsel for the Department of Real Estate (the "Department"), as follows for the purpose of settling and disposing of the Accusation filed on January 21, 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 In Settlement and Order ("Stipulation and Agreement").

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

1 3. On or about February 3, 2021, Respondent filed a Notice of Defense pursuant
2 to Section 11505 of the Government Code for the purpose of requesting a hearing on the
3 allegations in the Accusation. Respondent hereby freely and voluntarily withdraws said Notice
4 of Defense. Respondent acknowledges that Respondent will thereby waive Respondent's right
5 to require the Real Estate Commissioner (the "Commissioner") to prove the allegations in the
6 Accusation at a contested hearing held in accordance with the provisions of the APA and that
7 Respondent will waive other rights afforded to Respondent in connection with the hearing such
8 as the right to present evidence in defense of the allegations in the Accusation and the right to
9 cross-examine witnesses.

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

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

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

25 7. Respondent understands that by agreeing to this Stipulation and Agreement,
26 Respondent agrees to be responsible for paying, pursuant to Section 10148 of the California
27 Business and Professions Code ("the Code"), the costs of the audit which resulted in the

1 determination that Respondent committed the trust fund violation(s) found in the Determination
2 of Issues. The amount of such costs is \$5,518.12.

3 8. Respondent further understands that by agreeing to this Stipulation and
4 Agreement, the findings set forth below in the Determination of Issues become final, and that the
5 Commissioner may charge Respondent for the costs of any audit conducted pursuant to Section
6 10148 of the Code to determine if the violations have been corrected and hold Respondent
7 responsible for paying the costs of the follow up audit. The maximum costs of said audit shall
8 not exceed \$6,897.65.

9 9. Respondent further understands that by agreeing to this Stipulation and
10 Agreement, the findings set forth below in the Determination of Issues become final, and that the
11 Commissioner may charge said Respondent for the costs of the investigation and enforcement
12 herein. The amount of said costs is \$1,264.20.

13 DETERMINATION OF ISSUES

14 By reason of the foregoing stipulations, admissions and waivers, and solely for
15 the purpose of settlement of the pending Accusation without a hearing, it is stipulated and agreed
16 that the acts and omissions of Respondent, as described in the Accusation, are grounds for the
17 suspension or revocation of the licenses and license rights of Respondent under the provisions of
18 Sections 10145, 10176(e), 10177(d) and 10177(g) of the Code, and Sections 2831.2, 2832,
19 2832.1, and 2835 of Title 10 of the California Code of Regulations ("the Regulations").

20 DECISION AND ORDER

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

24 1. Thirty (30) days of said suspension shall be stayed upon the condition that
25 TAEUFFER petitions pursuant to Section 10175.2 of the Code and pays a monetary penalty
26 pursuant to Section 10175.2 of the Code, at a rate of \$100 for each day of the suspension, for a
27 total monetary penalty of \$3,000.00.

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

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

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

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

16 2. The remaining ninety (90) days of said suspension shall also be stayed for two
17 (2) years upon the following terms and conditions:

18 a. TAEUFFER shall obey all laws, rules and regulations governing the
19 rights, duties and responsibilities of a real estate licensee in the State of California, and

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

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1 3. Notwithstanding any other provision of this Order, all licenses and license
2 rights of TAEUFFER are suspended unless and until she provides proof satisfactory to the
3 Commissioner that she has taken and successfully completed the continuing education course
4 on Trust Fund Accounting and Handling specified in Section 10170.5(a)(3) of the Code. The
5 course must have been completed no earlier than one hundred twenty (120) days prior to the
6 effective date of this Order, and proof must be submitted prior to the effective date of this
7 Order, to prevent suspension of his license pursuant to this condition.

8 4. TAEUFFER shall, within nine (9) months from the issuance of the Order,
9 take and pass the Professional Responsibility Examination administered by the Department,
10 including the payment of the appropriate examination fee. All licenses and licensing rights of
11 TAEUFFER shall be indefinitely suspended unless or until TAEUFFER passes the examination.

12 5. TAEUFFER shall pay the sum of \$5,518.12 for the Commissioner's cost of
13 the audit which led to this disciplinary action. TAEUFFER shall pay such cost within sixty
14 (60) days of receiving an invoice therefore from the Commissioner. The Commissioner shall
15 indefinitely suspend all licenses and licensing rights of TAEUFFER pending a hearing held in
16 accordance with Section 11500, et seq., of the Government Code, if payment is not timely
17 made as provided for herein, or as provided for in a subsequent agreement between
18 TAEUFFER and the Commissioner. The suspension shall remain in effect until payment is
19 made in full or until TAEUFFER enters into an agreement satisfactory to the Commissioner to
20 provide for payment, or until a decision providing otherwise is adopted following a hearing
21 held pursuant to this condition.

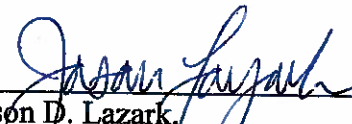
22 6. TAEUFFER shall pay the Commissioner's costs, not to exceed \$6,897.65, of
23 any audit conducted pursuant to Section 10148 of the Code to determine if TAEUFFER has
24 corrected the violations described in the Determination of Issues, above, and any other violations
25 found in the audit which led to this disciplinary action. In calculating the amount of the
26 Commissioner's reasonable cost, the Commissioner may use the estimated average hourly salary
27 for all persons performing audits of real estate brokers, and shall include an allocation for travel

1 time to and from the auditor's place of work. TAEUFFER shall pay such cost within sixty (60)
2 days of receiving an invoice therefore from the Commissioner detailing the activities performed
3 during the audit and the amount of time spent performing those activities. If TAEUFFER fails to
4 pay such cost within the sixty (60) days, the Commissioner shall indefinitely suspend all licenses
5 and licensing rights of TAEUFFER under the Real Estate Law until payment is made in full or
6 until TAEUFFER enters into an agreement satisfactory to the Commissioner to provide for
7 payment. Upon full payment, the indefinite suspension provided for in this paragraph shall be
8 stayed.

9 7. All licenses and licensing rights of TAEUFFER are indefinitely suspended
10 unless or until TAEUFFER pays the sum of \$1,264.20 for the Commissioner's reasonable cost
11 of the investigation and enforcement which led to this disciplinary action. Said payment shall
12 be in the form of a cashier's check made payable to the Department of Real Estate. The
13 investigative and enforcement costs must be delivered to the Department of Real Estate, Flag
14 Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective date of this
15 Order.

16
17 6/7/2021

18 DATED

19 
20 Jason D. Lazark,
21 Counsel for the Department

22 * * *

23 I have read the Stipulation and Agreement and its terms are understood by me
24 and are agreeable and acceptable to me. I understand that I am waiving rights given to me by
25 the California Administrative Procedure Act (including but not limited to Sections 11506,
26 11508, 11509, and 11513 of the Government Code), and I willingly, intelligently, and
27 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.

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

7
8 6/4/2021
9 DATED


PAMELA DOLORES TAEUFFER,
Respondent

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11 *I have reviewed the Stipulation and Agreement as to form and content and*
12 *have advised my client accordingly.*

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15 6/7/21
DATED

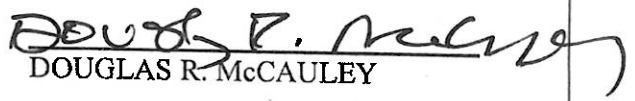

Joshua A. Rosenthal,
Attorney for Respondent
PAMELA DOLORES TAEUFFER

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19 The foregoing Stipulation and Agreement is hereby adopted as my Decision in
20 this matter and shall become effective at 12 o'clock noon on SEP 13 2021.

21
22 IT IS SO ORDERED 8.17.21

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24 REAL ESTATE COMMISSIONER

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26 
DOUGLAS R. McCAULEY