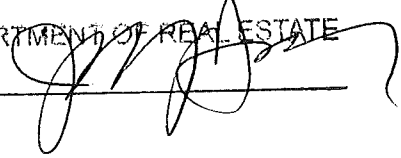


PAC

1 Department of Real Estate
2 320 West 4th Street, Suite 350
3 Los Angeles, CA 90013-1105
4 Telephone: (213) 576-6982

FILED

MAY 03 2013

DEPARTMENT OF REAL ESTATE
BY: 

8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of)	NO. H-38017 LA
12 ERNESTINE CREWS,)	L-2012050767
13)	
14) <u>STIPULATION AND AGREEMENT</u>	
15 Respondent.)	

16
17 It is hereby stipulated by and between ERNESTINE
18 CREWS (sometimes referred to as "Respondent"), and her attorney,
19 Frank Buda, Esq., and the Complainant, acting by and through
20 Cheryl Keily, Counsel for the Department of Real Estate, as
21 follows for the purpose of settling and disposing of the
22 Accusation filed on April 3, 2012, in this matter.

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

1 submitted solely on the basis of the provisions of this
2 Stipulation and Agreement.

3 2. Respondent has received, read and understands the
4 Statement to Respondent, the Discovery Provisions of the APA and
5 the Accusation filed by the Department of Real Estate
6 ("Department") in this proceeding.

7 3. On April 30, 2012, Respondent filed a Notice of
8 Defense, pursuant to Section 11506 of the Government Code for
9 the purpose of requesting a hearing on the allegations in the
10 Accusation. Respondent hereby freely and voluntarily withdraws
11 said Notice of Defense. Respondent acknowledges that she
12 understands that by withdrawing said Notice of Defense she will
13 thereby waive her right to require the Commissioner to prove the
14 allegations in the Accusation at a contested hearing held in
15 accordance with the provisions of the APA and that she will
16 waive other rights afforded to her in connection with the
17 hearing, such as the right to present evidence in defense of the
18 allegations in the Accusation and the right to cross-examine
19 witnesses.

20 4. This Stipulation is based on the factual
21 allegations contained in the Accusation. In the interest of
22 expedience and economy, Respondent chooses not to contest these
23 allegations, but to remain silent and understand that, as a
24 result thereof, these factual allegations, without being
25 admitted or denied, will serve as a prima facie basis for the
26 disciplinary action stipulated to herein. The Real Estate
27

1 Commissioner shall not be required to provide further evidence
2 to prove said factual allegations.

3 5. This Stipulation is made for the purpose of
4 reaching an agreed disposition of this proceeding and is
5 expressly limited to this proceeding and any other proceeding or
6 case in which the Department of Real Estate ("Department"), the
7 state or federal government, or any agency of this state,
8 another state or federal government is involved, and otherwise
9 shall not be admissible in any other criminal or civil
10 proceedings.

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

22 7. The Order or any subsequent Order of the Real
23 Estate Commissioner made pursuant to this Stipulation and
24 Agreement shall not constitute an estoppel, merger or bar to any
25 further administrative or civil proceedings by the Department of
26 Real Estate with respect to any matters which were not
27

1 specifically alleged to be causes for accusation in this
2 proceeding.

3 DETERMINATION OF ISSUES

4 By reason of the foregoing stipulations, admissions and
5 waivers and solely for the purpose of settlement of the pending
6 Accusation without a hearing, it is stipulated and agreed that the
7 following determination of issues shall be made:

8 The Conduct of Respondent is in violation of Business and
9 Professions Code ("Code") Sections 10085 and Sections 2970 of Title
10 10, Chapter 6, California Code of Regulations, and is grounds for the
11 suspension or revocation of all of the real estate licenses and
12 license rights of Respondent under the provisions of Code Section
13 10177(g).

14 ORDER

15 WHEREFORE, THE FOLLOWING ORDER is hereby made:

16 1. ALL licenses and licensing rights of Respondent

17 ERNESTINE CREWS, under the Real Estate Law are suspended for a period
18 of sixty (60) days from the effective date of this Decision; provided,
19 however, that the entire period of said suspension shall be stayed for
20 two (2) years upon the following terms and conditions:

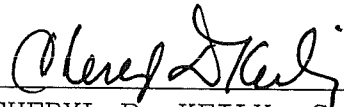
21 A. Respondent shall obey all laws, rules and
22 regulations governing the rights, duties and responsibilities of
23 a real estate licensee in the State of California; and

24 B. That no final subsequent determination be made, after
25 hearing or upon stipulation, that cause for disciplinary action
26 occurred within two (2) years of the effective date of this
27

1 Decision. Should such a determination be made, the Commissioner
2 may, in his discretion, vacate and set aside the stay order and
3 reimpose all or a portion of the stayed suspension. Should no
4 such determination be made, the stay imposed herein shall
5 become permanent.
6

7 2. On or before the effective date of this Decision,
8 Respondent ERNESTINE CREWS shall make restitution in the amount
9 of \$500 to the consumer named in the Accusation filed in this
10 case. Restitution payments not made to the consumer shall
11 escheat to the State of California.

12 DATED: 3/26/13


13 _____
14 CHERYL D. KEILY, Counsel
15 DEPARTMENT OF REAL ESTATE

16 * * *

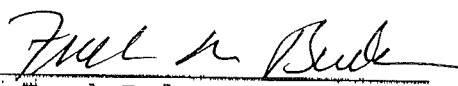
17 I have read the Stipulation and Agreement, and its
18 terms are understood by me and are agreeable and acceptable to
19 me. I understand that I am waiving rights given to me by the
20 California Administrative Procedure Act (including but not
21 limited to Sections 11506, 11508, 11509 and 11513 of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

Respondent can signify acceptance and approval of the
terms and conditions of this Stipulation and Agreement by
faxing a copy of its signature page, as actually signed by

1 to the Department at the following telephone/fax number (213)
2 576-6917. Respondent agrees, acknowledges, and understands that
3 by electronically sending to the Department a fax copy of his
4 actual signature as it appears on the Stipulation and Agreement,
5 that receipt of the faxed copy by the Department shall be as
6 binding on Respondent as if the Department had received the
7 original signed Stipulation and Agreement.

8
9 DATED: 3/4/2013 
10 ERNESTINE CREWS
11 Respondent

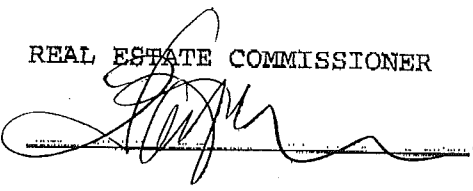
12 I have reviewed the Stipulation and Agreement as to
13 form and content and have advised my client accordingly.

14 DATED: 3-5-13 
15 Frank Buda, Esq.
16 Attorney for Respondent
17 ERNESTINE CREWS

17 * * *

18 The foregoing Stipulation and Agreement is hereby
19 adopted as my Decision in this matter and shall become effective
20 at 12 o'clock noon on MAY 23 2013 , 20 _____.

21 IT IS SO ORDERED April 30 , 2013.

22 REAL ESTATE COMMISSIONER
23 
24
25
26
27