

1 BUREAU OF REAL ESTATE
2 320 West 4th Street, Suite 350
3 Los Angeles, California 90013-1105
4 Telephone: (213) 576-6982

FILED

JUL 12 2017

BUREAU OF REAL ESTATE

By *[Signature]*

7 BEFORE THE BUREAU OF REAL ESTATE
8 DEPARTMENT OF CONSUMER AFFAIRS
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of

12 OLYMPIA FINANCIAL MORTGAGE, INC.
13 and JEFF SCOTT ARONSON, individually and
14 as designated officer of Olympia Financial
Mortgage, Inc.,

Respondents.

CALBRE No. H-40499 LA
OAH No. 2017020379

STIPULATION AND AGREEMENT
IN SETTLEMENT AND ORDER

16 It is hereby stipulated by and between Respondents OLYMPIA FINANCIAL
17 MORTGAGE, INC. and JEFF SCOTT ARONSON (collectively "Respondents") and their
18 attorney, Robert J. Carlson, and Complainant, acting by and through Lissete Garcia, Counsel for
19 the Bureau of Real Estate ("Bureau"), as follows for the purpose of settling and disposing the
20 Accusation filed on December 27, 2016, with Bureau Case No. H-40499 LA ("Accusation") in
21 this matter:

22 1. All issues which were to be contested and all evidence which was to be presented by
23 Complainant and Respondents at a formal hearing on the Accusation, which hearing was to be
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Stipulation and Agreement
H-40499 LA

1 held in accordance with the provisions of the Administrative Procedure Act (herein "APA"),
2 shall instead and in place thereof be submitted on the basis of the provisions of this Stipulation
3 and Agreement in Settlement and Order ("Stipulation").

4 2. Respondents have received, read, and understand the Statement to Respondent, the
5 Discovery Provisions of the APA, and Accusation filed by the Bureau in this proceeding.

6 3. Notices of Defense were filed by Respondents pursuant to Section 11506 of the
7 Government Code for the purpose of requesting a hearing on the allegations in the Accusation.
8 Respondents hereby freely and voluntarily withdraw said Notices of Defense. Respondents
9 acknowledge and understand that by withdrawing said Notices of Defense they will thereby
10 waive their rights to require the Real Estate Commissioner ("Commissioner") to prove the
11 allegations in the Accusation at a contested hearing held in accordance with the provisions of the
12 APA and that they will waive other rights afforded to them in connection with the hearing such
13 as the right to present evidence in defense of the allegations in the Accusation and the right to
14 cross-examine witnesses.

15 4. Respondents, pursuant to the limitations set forth below, hereby admit that the factual
16 allegations in Paragraphs 10(a) through 10(g) of the Accusation filed in this proceeding are true
17 and correct and the Real Estate Commissioner shall not be required to provide further evidence
18 of such allegations.

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

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

7 7. Respondents understand that by agreeing to this Stipulation, Respondents agree to
8 pay, pursuant to Section 10148 of the California Business and Professions Code ("Code"), the
9 cost of the audit which resulted in the determination that Respondent committed the violations
10 found in the "Determination of Issues" below. The amount of said cost is \$6,860.18.

11 8. Respondents understand that by agreeing to this Stipulation, the findings set forth
12 below in the Determination of Issues become final, and the Commissioner may charge
13 Respondents for the cost of any subsequent audit conducted pursuant to Business and Professions
14 Code Section 10148 to determine if the violations have been corrected. The maximum cost of
15 the subsequent audit will not exceed \$8,575.23.

16 9. Respondents further understand that by agreeing to this Stipulation, Respondents
17 agree to pay, pursuant to Section 10106(a) of the Code, investigative and enforcement costs of
18 \$1,711.55 which led to this disciplinary action.

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1 DETERMINATION OF ISSUES

2 By reason of the foregoing stipulation and agreement and solely for the purpose of
3 settlement of the pending Accusation without a hearing, it is stipulated and agreed that the
4 following determination of issues shall be made:

5 I.

6 The conduct, acts and/or omissions of Respondent OLYMPIA FINANCIAL
7 MORTGAGE, INC. as set forth in Paragraphs 10(a) through 10(f) of the Accusation, constitutes
8 cause for the suspension or revocation of all real estate licenses and license rights of Respondent
9 OLYMPIA FINANCIAL MORTGAGE, INC. under the provisions of Sections 10177(d) of the
10 Business and Professions Code ("Code") for violations of Code Sections 10145, 10232.2(c),
11 10232.25, 10240 and Sections 2831, 2831.1, 2831.2, 2849.01, 2486.8, and 2840, Title 10,
12 Chapter 6, California Code of Regulations ("Regulations") as set forth in Paragraph 11 of the
13 Accusation.

14 II.

15 The conduct, acts and/or omissions of Respondent JEFF SCOTT ARONSON, as set forth
16 in Paragraph 10(g) of the Accusation, constitutes cause for the suspension or revocation of all
17 real estate licenses and license rights of Respondent JEFF SCOTT ARONSON under the
18 provisions of Code section 10177(h) for violation of Code section 10159.2 and Regulation 2725.

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1 3) Pursuant to Section 10148 of the Code, Respondent OFMI shall pay, jointly or
2 severally with Respondent ARONSON, the sum of \$6,860.18 for the Commissioner's cost of the
3 audit which led to this disciplinary action. **Respondents shall pay such cost within sixty (60)**
4 **days of receiving an invoice therefore from the Commissioner.** Payment of audit costs
5 should not be made until Respondents receive the invoice. If Respondents fail to satisfy this
6 condition in a timely manner as provided for herein, Respondents' real estate licenses shall
7 automatically be suspended until payment is made in full, or until a decision providing otherwise
8 is adopted following a hearing held pursuant to this condition.

9 4) Pursuant to Section 10148 of the Code, Respondent OFMI shall pay, jointly or
10 severally with Respondent ARONSON, the Commissioner's reasonable cost, not to exceed
11 \$8,575.23, for an audit to determine if Respondent OFMI has corrected the violations found in
12 the Determination of Issues. In calculating the amount of the Commissioner's reasonable cost,
13 the Commissioner may use the estimated average hourly salary for all persons performing audits
14 of real estate brokers, and shall include an allocation for travel time to and from the auditor's
15 place of work. **Respondents shall pay such cost within sixty (60) days of receiving an invoice**
16 **therefore from the Commissioner.** Payment of the audit costs should not be made until
17 Respondents receive the invoice. If Respondents fail to satisfy this condition in a timely manner
18 as provided for herein, Respondents' real estate licenses shall automatically be suspended until
19 payment is made in full, or until a decision providing otherwise is adopted following a hearing
20 held pursuant to this condition.

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1 II.

2 All licenses and license rights of Respondent JEFF SCOTT ARONSON ("ARONSON")
3 are suspended for a period of thirty (30) days from the effective date of this Decision and Order;
4 provided, however, that said thirty (30) day suspension shall be stayed for two (2) years upon the
5 following terms and conditions:

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

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

16 2) All licenses and licensing rights of Respondent ARONSON are indefinitely
17 suspended unless or until Respondent ARONSON pays, jointly or severally with Respondent
18 OFMI, the sum of \$1,711.55 for the Commissioner's reasonable cost of the investigation and
19 enforcement which led to this disciplinary action. Said payment shall be in the form of a
20 cashier's check made payable to the Bureau of Real Estate. **The investigative and enforcement**
21 **costs must be delivered to the Bureau of Real Estate, Flag Section at P.O. Box 137013,**
22 **Sacramento, CA 95813-7013, prior to the effective date of this Decision and Order.**

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1 3) Pursuant to Section 10148 of the Code, Respondent ARONSON shall pay, jointly
2 or severally with Respondent OFMI, the sum of \$6,860.18 for the Commissioner's cost of the
3 audit which led to this disciplinary action. **Respondents shall pay such cost within sixty (60)**
4 **days of receiving an invoice therefore from the Commissioner.** Payment of audit costs
5 should not be made until Respondents receive the invoice. If Respondents fail to satisfy this
6 condition in a timely manner as provided for herein, Respondents' real estate licenses shall
7 automatically be suspended until payment is made in full, or until a decision providing otherwise
8 is adopted following a hearing held pursuant to this condition.

9 4) Pursuant to Section 10148 of the Code, Respondent ARONSON shall pay, jointly
10 or severally with Respondent OFMI, the Commissioner's reasonable cost, not to exceed
11 \$8,575.23, for an audit to determine if Respondent OFMI has corrected the violations found in
12 the Determination of Issues. In calculating the amount of the Commissioner's reasonable cost,
13 the Commissioner may use the estimated average hourly salary for all persons performing audits
14 of real estate brokers, and shall include an allocation for travel time to and from the auditor's
15 place of work. **Respondents shall pay such cost within sixty (60) days of receiving an invoice**
16 **therefore from the Commissioner.** Payment of the audit costs should not be made until
17 Respondents receive the invoice. If Respondents fail to satisfy this condition in a timely manner
18 as provided for herein, Respondents' real estate licenses shall automatically be suspended until
19 payment is made in full, or until a decision providing otherwise is adopted following a hearing
20 held pursuant to this condition.

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1 5) All licenses and licensing rights of Respondent ARONSON are indefinitely
2 suspended unless or until Respondent ARONSON provides proof satisfactory to the
3 Commissioner, of having taken and successfully completed the continuing education course on
4 trust fund accounting and handling specified in paragraph (3) of subdivision (a) of Section
5 10170.5 of the Business and Professions Code. Proof of satisfaction of these requirements
6 includes evidence that Respondent has successfully completed the trust fund account and
7 handling continuing education courses, no earlier than 120 days prior to the effective date of the
8 Decision and Order in this matter. **Proof of completion of the trust fund accounting and**
9 **handling course must be delivered to the Bureau of Real Estate, Flag Section at P.O. Box**
10 **137013, Sacramento, CA 95813-7013 or by fax at 916-263-8758, prior to the effective date**
11 **of this Decision and Order.**

12 6) Respondent ARONSON shall, within nine (9) months from the effective date of
13 **this Decision and Order**, present evidence satisfactory to the Commissioner that Respondent
14 ARONSON has, since the most recent issuance of an original or renewal real estate license,
15 taken and successfully completed the continuing education requirements of Article 2.5 of
16 Chapter 3 of the Real Estate Law for renewal of a real estate license. If Respondent ARONSON
17 fails to satisfy this condition, Respondent ARONSON's real estate license shall automatically be
18 suspended until Respondent ARONSON presents evidence satisfactory to the Commissioner of
19 having taken and successfully completed the continuing education requirements. **Proof of**
20 **completion of the continuing education courses must be delivered to the Bureau of Real**
21 **Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013.**

22 DATED: 6/16/2017



Lissete Garcia, Counsel
Bureau of Real Estate

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1 We have read this Stipulation and its terms are understood by us and are agreeable and
2 acceptable to us. We understand that we are waiving rights given to us by the California APA
3 (including, but not limited to, Sections 11506, 11508, 11509, and 11513 of the Government
4 Code), and we willingly, intelligently, and voluntarily waive those rights, including the right of
5 requiring the Commissioner to prove the allegations in the Accusation at a hearing at which we
6 would have the right to cross-examine witnesses against us and to present evidence in defense
7 and mitigation of the charges.

8 Respondents can signify acceptance and approval of the terms and conditions of this
9 Stipulation and Agreement by electronically e-mailing a copy of the signature pages, as actually
10 signed by Respondents, to the Bureau. Respondents agree, acknowledge, and understand that by
11 electronically sending to the Bureau an electronic copy of Respondents' actual signatures, as
12 they appear on the Stipulation, that receipt of the e-mailed copy by the Bureau shall be as
13 binding on Respondents as if the Bureau had received the original signed Stipulation. By signing
14 this Stipulation, Respondents understand and agree that Respondents may not withdraw their
15 agreement or seek to rescind the Stipulation prior to the time the Commissioner considers and
16 acts upon it or prior to the effective date of the Stipulation and Order.

17 DATED: 7/16/17


Respondent OLYMPIA FINANCIAL
MORTGAGE, INC.

By: JEFF ARONSON
(Printed Name)

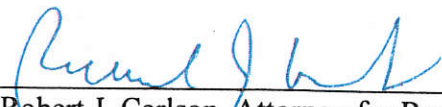
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22 DATED: 6/16/17


Respondent JEFF SCOTT ARONSON

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

DATED: 6/16/17


Robert J. Carlson, Attorney for Respondents

The foregoing Stipulation and Agreement in Settlement and Order is hereby
adopted by me as my Decision in this matter and shall become effective at 12 o'clock noon on

AUG 01 2017, 2017.

IT IS SO ORDERED July 7, 2017.

WAYNE S. BELL
REAL ESTATE COMMISSIONER

