

**FILED**

**APR 20 2021**

**DEPT. OF REAL ESTATE**

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

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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 ESCROW IN A CINCH INC, doing business  
13 as Bay Cities Escrow, A Non-Independent  
14 Broker Escrow and Capital Loans; and  
15 RUSSEL ISLAM, individually and as  
16 Designated Officer of Escrow in a Cinch Inc.,  
Respondents.

) DRE No. H-41705 LA  
) OAH No. 2020100738

) **STIPULATION AND AGREEMENT**  
) **IN SETTLEMENT AND ORDER**

17 It is hereby stipulated by and between Respondents ESCROW IN A CINCH INC  
18 and RUSSEL ISLAM, individually and as Designated Officer of Escrow in a Cinch Inc,  
19 (sometimes collectively referred to as "Respondents"), acting by and through their attorney,  
20 Jacob G. Reinhardt, Esq. of Gould, Hahn, and Reinhardt, and the Complainant, acting by and  
21 through Judith B. Vasan, Counsel for the Department of Real Estate, as follows for the purpose  
22 of settling and disposing of the Accusation ("Accusation") filed on June 26, 2020, in this matter:

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

STIPULATION AND AGREEMENT

1                   2. Respondents have received, read and understand the Statement to Respondent,  
2 the Discovery Provisions of the APA and the Accusation filed by the Department of Real Estate  
3 (“Department”) in this proceeding.

4                   3. Respondents filed a Notice of Defense pursuant to Section 11506 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 they understand that by withdrawing said Notice of Defense they thereby  
8 waive their right to require the Commissioner to prove the allegations in the Accusation at a  
9 contested hearing held in accordance with the provisions of the APA and that they will waive  
10 other rights afforded to them in connection with the hearing such as the right to present evidence  
11 in their defense, and the right to cross-examine witnesses.

12                   4. Respondents hereby admit that the factual allegations of the Accusation filed  
13 in this proceeding are true and correct and the Real Estate Commissioner shall not be required to  
14 provide further evidence of such allegations.

15                   5. This Stipulation is made for the purpose of reaching an agreed disposition of  
16 this proceeding and is expressly limited to this proceeding and not any other proceeding or case  
17 in which the Department, or another licensing agency of this state, another state, or the federal  
18 government is involved, and otherwise shall not be admissible in any criminal or civil  
19 proceeding.

20                   6. It is understood by the parties that the Real Estate Commissioner may adopt  
21 this Stipulation as his Decision in this matter thereby imposing the penalty and sanctions on  
22 Respondents’ real estate licenses and license rights as set forth in the below “Order”. In the  
23 event that the Commissioner in his discretion does not adopt the Stipulation, the Stipulation shall  
24 be void and of no effect and Respondents shall retain the right to a hearing and proceed on the  
25 Accusation under the provisions of the APA and shall not be bound by any stipulation or waiver  
26 made herein.

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1. Respondent ESCROW IN A CINCH INC shall pay a monetary penalty pursuant to Code section 10175.2 at the rate of \$100.00 per day for each of the thirty (30) days of suspension for a total monetary penalty of \$3,000.00.

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

3. No further cause for disciplinary action against the real estate license of Respondent ESCROW IN A CINCH INC occurs within one (1) year from the effective date of the Decision in this matter.

4. If Respondent ESCROW IN A CINCH INC fails to pay the monetary penalty in accordance with the terms and conditions of the Decision, the suspension shall go into effect automatically with regard to said Respondent. Respondent shall not be entitled to any repayment nor credit, prorated or otherwise, for money paid to the Department under the terms of this Decision and Order.

5. If Respondent ESCROW IN A CINCH INC pays the monetary penalty and if no further cause for disciplinary action against the real estate license of Respondent occurs within one (1) year from the effective date of the Decision, the stay hereby granted shall become permanent.

(RUSSEL ISLAM)

II.

All licenses and licensing rights of Respondent RUSSEL ISLAM under the Real Estate Law are suspended for a period of thirty (30) days from the effective date of this Decision; provided, however, that all thirty (30) days of said suspension shall be stayed upon the following terms and conditions:

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1                   1. Respondent RUSSEL ISLAM shall pay a monetary penalty pursuant to  
2 Code section 10175.2 at the rate of \$100.00 per day for each of the thirty (30) days of suspension  
3 for a total monetary penalty of \$3,000.00.

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

8                   3. No further cause for disciplinary action against the real estate license of  
9 Respondent RUSSEL ISLAM occurs within one (1) year from the effective date of the Decision  
10 in this matter.

11                   4. If Respondent RUSSEL ISLAM fails to pay the monetary penalty in  
12 accordance with the terms and conditions of the Decision, the suspension shall go into effect  
13 automatically with regard to said Respondent. Respondent shall not be entitled to any repayment  
14 nor credit, prorated or otherwise, for money paid to the Department under the terms of this  
15 Decision and Order.

16                   5. If Respondent RUSSEL ISLAM pays the monetary penalty and if no  
17 further cause for disciplinary action against the real estate license of Respondent occurs within  
18 one (1) year from the effective date of the Decision, the stay hereby granted shall become  
19 permanent.

20                   (ESCROW IN A CINCH INC and RUSSELL ISLAM – AUDIT COSTS)

21                   III.

22                   Pursuant to Code section 10148, Respondents ESCROW IN A CINCH INC and  
23 RUSSEL ISLAM shall pay the Commissioner's reasonable costs for the audit which led to this  
24 disciplinary action in the amount of \$4,846.68. Respondents are jointly and severally liable for  
25 the costs of the audit. Respondents shall pay such costs **within sixty (60) days of receiving an**  
26 **invoice** therefore from the Commissioner. Payment of the audit costs should not be made until  
27 Respondents receive the invoice. If Respondents fail to satisfy this condition in a timely manner

STIPULATION AND AGREEMENT

1 as provided for herein, Respondents' real estate licenses shall automatically be suspended until  
2 payment is made in full, or until a decision providing otherwise is adopted following a hearing  
3 held pursuant to this condition.

4 IV.

5 Pursuant to Code section 10148 of the Code, Respondents ESCROW IN A  
6 CINCH INC and RUSSEL ISLAM shall pay the Commissioner's reasonable costs, not to exceed  
7 \$6,058.35, for a subsequent audit to determine if Respondents have corrected the violations  
8 found in the Determination of Issues. In calculating the amount of the Commissioner's  
9 reasonable costs, the Commissioner may use the estimated average hourly salary for all persons  
10 performing audits of real estate brokers, and shall include an allocation for travel time to and  
11 from the auditor's place of work. Respondents shall pay such costs within sixty (60) days of  
12 receiving an invoice therefore from the Commissioner. Payment of the audit costs should not be  
13 made until Respondents receive the invoice. If Respondents fail to satisfy this condition in a  
14 timely manner as provided for herein, Respondents' real estate license shall automatically be  
15 suspended until payment is made in full, or until a decision providing otherwise is adopted  
16 following a hearing held pursuant to this condition.

17 (ESCROW IN A CINCH INC and RUSSEL ISLAM – INVESTIGATION and  
18 ENFORCEMENT COSTS)

19 V.

20 All licenses and license rights of Respondents ESCROW IN A CINCH INC and  
21 RUSSEL ISLAM are indefinitely suspended unless or until Respondents pay the sum of  
22 \$1,441.75 (\$800.95 investigation plus \$640.80 enforcement costs) for the Commissioner's  
23 reasonable costs of the investigation and enforcement, which led to this disciplinary action.  
24 Respondents are jointly and severally liable for the costs of the investigation and enforcement.  
25 Said payment shall be in the form of a cashier's check made payable to the Department of Real  
26 Estate. The investigative and enforcement costs must be delivered to the Department of Real  
27 Estate, Flag Section, at P.O. Box 137013, Sacramento, CA 95813-7013, **prior to the effective**

STIPULATION AND AGREEMENT

1 **date of this Decision and Order.**

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4 DATED: 2-22-2021

5   
6 Judith B. Vasan, Counsel for  
7 Department of Real Estate

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9 **EXECUTION OF THE STIPULATION**

10 We have read the Stipulation, have discussed it with our counsel, and its terms are  
11 understood by us and are agreeable and acceptable to us. We understand that we are waiving  
12 rights given to us by the California Administrative Procedure Act (including but not limited to  
13 Sections 11506, 11508, 11509 and 11513 of the Government Code), and we willingly,  
14 intelligently and voluntarily waive those rights, including the right of requiring the  
15 Commissioner to prove the allegations in the Accusation at a hearing at which we would have  
16 the right to cross-examine witnesses against us and to present evidence in defense and mitigation  
17 of the charges.

18 Respondents shall mail the original signed signature page of the stipulation herein  
19 to Judith B. Vasan, Attention: Legal Section, Department of Real Estate, 320 W. Fourth St.,  
20 Suite 350, Los Angeles, California 90013-1105.

21 In the event of time constraints before an administrative hearing, Respondents can  
22 signify acceptance and approval of the terms and conditions of this Stipulation and Agreement  
23 by emailing a scanned copy of the signature page, as actually signed by Respondents, to the  
24 Department counsel assigned to this case. Respondents agree, acknowledge and understand that  
25 by electronically sending the Department a scan of Respondents' actual signature as it appears on  
26 the Stipulation and Agreement that receipt of the scan by the Department shall be binding on  
27 Respondents as if the Department had received the original signed Stipulation. Respondents shall  
also mail the original signed signature page of this Stipulation to the Department counsel.

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The foregoing Stipulation and Agreement is hereby adopted as my Decision as to Respondents ESCROW IN A CINCH INC and RUSSELL ISLAM, individually and as Designated Officer of Escrow In a Cinch Inc, and shall become effective at 12 o'clock noon on MAY 10 2021.

IT IS SO ORDERED 4.12.21.

DOUGLAS R. McCAULEY  
REAL ESTATE COMMISSIONER

DOUGLAS R. McCAULEY