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APR 20 2022

DEPT. OF REAL ESTATE

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BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of

GLOBAL EAGLE CORP, and
SHANNON KYMARA CARTER,
individually and as designated officer
of Global Eagle Corp,

Respondents.

H-42017-LA

STIPULATION AND AGREEMENT

It is hereby stipulated and agreed by and between Respondents GLOBAL EAGLE CORP (GEC), and SHANNON KYMARA CARTER (“CARTER”), individually and as the designated officer of GEC, (“Respondents”) and their attorney of record, Jeff Kravitz, Esq., and the Complainant, acting by and through Laurence Haveson, Counsel for the Department of Real Estate (“Department”), as follows for the purpose of settling and disposing of the Accusation filed on June 4, 2021 (“Accusation”) in this matter:

1. All issues which were to be contested and all evidence which was to be presented by Complainant and Respondents 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 (“Stipulation”).

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

4 3. On June 14, 2021, Respondents GEC and CARTER filed Notices of Defense
5 pursuant to section 11506 of the Government Code for the purpose of requesting a hearing on the
6 allegations in the Accusation. Respondents hereby freely and voluntarily withdraw said Notices of
7 Defense. Respondents acknowledge that Respondents understand that by withdrawing said Notices
8 of Defense, Respondents will thereby waive Respondents' right to require the Real Estate
9 Commissioner ("Commissioner") to prove the allegations in the Accusation at a contested hearing
10 held in accordance with the provisions of the APA and that Respondents will waive other rights
11 afforded to Respondents in connection with the hearing such as the right to present evidence in
12 defense of the allegations in the Accusation and the right to cross-examine witnesses.

13 4. This Stipulation is based on the factual allegations contained in the Accusation. In
14 the interest of expedience and economy, Respondents choose not to contest these allegations, but to
15 remain silent, and understand that, as a result thereof, these factual allegations, without being
16 admitted or denied, will serve as a prima facie basis for the disciplinary action stipulated to herein.
17 The Real Estate Commissioner shall not be required to provide further evidence to prove said
18 factual allegations.

19 5. This Stipulation and Respondents' decision not to contest the Accusation are made
20 for the purpose of reaching an agreed disposition of this proceeding and are expressly limited to
21 this proceeding and any other proceeding or case brought by the Department, or another licensing
22 agency of this state, another state, or the federal government, and otherwise shall not be admissible
23 in any other criminal or civil proceedings.

24 6. It is understood by the parties that the Real Estate Commissioner may adopt the
25 Stipulation as his Decision in this matter, thereby imposing the penalty and sanctions on
26 Respondents' real estate licenses and license rights as set forth in the below Order. In the event
27 that the Commissioner in his discretion does not adopt the Stipulation, it shall be void and of no

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1 effect, and Respondents shall retain the right to a hearing and proceeding on the Accusation under
2 all the provisions of the APA and shall not be bound by any admission or waiver made herein.

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

7 8. Respondents GEC and CARTER understand that by agreeing to this Stipulation,
8 Respondents GEC and CARTER agree to pay, pursuant to Business and Professions Code Section
9 10106, the cost of the investigation and enforcement of this matter. The amount of the
10 investigation costs is \$1,011.75 and the amount of the enforcement costs is \$307.20, for a total of
11 \$1,318.95. GEC and CARTER understand that they are jointly and severally responsible for
12 payment of the sum total of \$1,318.95.

13 DETERMINATION OF ISSUES

14 By reason of the foregoing stipulations, admissions, and waivers, and solely for the purpose
15 of settlement of the pending Accusation without a hearing, it is stipulated and agreed that the
16 following Determination of Issues shall be made:

17 I.

18 The conduct, acts, and/or omissions of Respondent GEC as described in the Accusation,
19 constitute cause for the suspension or revocation of all real estate licenses and license rights of
20 Respondent GEC under California Business and Professions Code ("Code") sections 10177(d)
21 and/or 10177(g), and Title 10 of the California Code of Regulations ("Regulations"), section
22 2742(c).

23 II.

24 The conduct, acts, and/or omissions of Respondent CARTER, as described in the
25 Accusation, constitute cause for the suspension or revocation of all real estate licenses and license
26 rights of Respondent CARTER under Code sections 10159.2, 10177(h), and 10177(d) and/or
27 10177(g), and Regulation 2725.

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1 ORDER

2 I.

3 The real estate corporation license and licensing rights related to the real estate corporation
4 license of Respondent GEC under the Real Estate Law are revoked; provided, however, a restricted
5 real estate corporation license shall be issued to Respondent GEC pursuant to section 10156.5 of
6 the Code, if Respondent GEC makes application therefore and pays to the Department the
7 appropriate fee for a restricted license within **ninety (90) days** from the effective date of this
8 Decision and Order. This Order does not revoke, suspend, restrict or otherwise discipline the
9 mortgage loan originator (“MLO”) license endorsement of Respondent GEC. The restricted license
10 issued to Respondent GEC shall be subject to all of the provisions of Section 10156.7 of the Code
11 and to the following limitations, conditions and restrictions imposed under authority of section
12 10156.5 of the Code:

13 1. The restricted license issued to Respondent GEC may be suspended prior to hearing
14 by Order of the Commissioner in the event of Respondent’s conviction, or entry of a plea of guilty
15 or no contest, for a crime that is substantially related to the qualifications, functions, or duties of a
16 real estate licensee.

17 2. The restricted license issued to Respondent GEC may be suspended prior to hearing
18 by Order of the Real Estate Commissioner on evidence satisfactory to the Commissioner that
19 Respondent has violated provisions of the California Real Estate Law, the Subdivided Lands Law,
20 Regulations of the Real Estate Commissioner or conditions attaching to the restricted license.

21 3. Respondent GEC shall not be eligible to apply for the issuance of an unrestricted
22 real estate license nor for removal of any of the conditions, limitations or restrictions of a restricted
23 license until one (1) year has elapsed from the effective date of this Decision and Order. .

24 4. Respondent GEC shall pay, severally or jointly with Respondent CARTER, the sum
25 of \$1,318.95 for the Commissioner’s reasonable cost of the investigation and enforcement which
26 led to this disciplinary action, **within one-hundred and eighty (180) days from the effective date**
27 **of this Decision and Order**. Said payment shall be in the form of a cashier’s check made payable
28 to the Department of Real Estate. **The investigative and enforcement costs must be delivered to**

1 **the Department of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013.**

2 **Payment of investigation and enforcement costs should not be made until the Stipulation has**
3 **been approved by the Commissioner.** If Respondent GEC fails to satisfy this condition in a
4 timely manner as provided for herein, Respondent GEC's real estate license shall automatically be
5 suspended until payment is made in full, or until a decision providing otherwise is adopted
6 following a hearing held pursuant to this condition.

7 5. Respondent GEC's signature below indicates full agreement to the terms of this
8 Stipulation and Agreement and to the terms set forth herein.

9 II.

10 Respondent CARTER is publicly reprovod.

11 1. Respondent CARTER shall pay, severally or jointly with Respondent GEC, the sum
12 of \$1,318.95 for the Commissioner's reasonable cost of the investigation and enforcement which
13 led to this disciplinary action, **within one-hundred and eighty (180) days from the effective date**
14 **of this Decision and Order.** Said payment shall be in the form of a cashier's check made payable
15 to the Department of Real Estate. **The investigative and enforcement costs must be delivered to**
16 **the Department of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013.**
17 **Payment of investigation and enforcement costs should not be made until the Stipulation has**
18 **been approved by the Commissioner.** If Respondent CARTER fails to satisfy this condition in a
19 timely manner as provided for herein, Respondent CARTER's real estate license shall
20 automatically be suspended until payment is made in full, or until a decision providing otherwise is
21 adopted following a hearing held pursuant to this condition.

22 2. Respondent CARTER's signature below indicates full agreement to the terms of this
23 Stipulation and Agreement and to the terms set forth herein.

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25 DATED: 1/10/2022



26 Laurence D. Haveson
27 Counsel for Complainant

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2 EXECUTION OF THE STIPULATION

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

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

19 MAILING

20 Respondents and their counsel shall, within five (5) business days from signing the
21 Stipulation, mail the original signed signature page(s) of the Stipulation herein to Laurence
22 Haveson, Attention: Legal Section, Department of Real Estate, 320 W. Fourth St., Room 350, Los
23 Angeles, California 90013-1105.

24 Respondents' signatures below constitute acceptance and approval of the terms and
25 conditions of this Stipulation. Respondents agree, acknowledge, and understand that by signing
26 this Stipulation Respondents are bound by its terms as of the date of such signature and that this

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1 agreement is not subject to rescission or amendment at a later date except by a separate Decision
2 and Order of the Real Estate Commissioner.

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4 DATED: 1/10/22

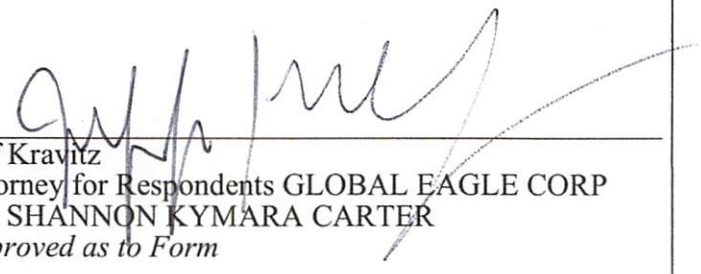

Respondent GLOBAL EAGLE CORP

6 By (Printed Name): Shannon Carter
7 Title: Broker

9
10 DATED: 1/10/22


Respondent SHANNON KYMARA CARTER

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13 DATED: 1/27/22


Jeff Kravitz
Attorney for Respondents GLOBAL EAGLE CORP
and SHANNON KYMARA CARTER
Approved as to Form

17 * * *

18 The foregoing Stipulation and Agreement in Settlement and Order is hereby adopted by me
19 as my Decision in this matter and shall become effective at 12 o'clock noon on
20 May 10, 2022.

21 IT IS SO ORDERED 4.14.22, 2022.

23 DOUGLAS R. McCAULEY
24 REAL ESTATE COMMISSIONER

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