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SEP 21 2023

DEPT. OF REAL ESTATE

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BEFORE THE DEPARTMENT OF REAL ESTATE  
STATE OF CALIFORNIA

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In the Matter of the Accusation of:  
  
WINDFALL SPRINGS, INC., IRINA  
KERZHANOVICH, and BRIAN L.  
THOMPSON,  
  
Respondent.

No. H-42390-LA  
  
**STIPULATION AND AGREEMENT AS  
TO IRINA KERZHANOVICH ONLY**

It is hereby stipulated and agreed by and between Respondent IRINA KERZHANOVICH (“Respondent” or “KERZHANOVICH”), and her attorney of record, Joseph M. Parker , 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 November 7, 2022 (“Accusation”) 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 (“Stipulation”).

2. Respondent has received, read, and understand 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 November 16, 2022, Respondent filed a Notice of Defense pursuant to section  
2 11506 of the Government Code for the purpose of requesting a hearing on the allegations in the  
3 Accusation. Respondent hereby freely and voluntarily withdraws said Notice of Defense.  
4 Respondent acknowledges that Respondent understands that by withdrawing said Notice of  
5 Defense, Respondent will thereby waive Respondent's right to require the Real Estate  
6 Commissioner ("Commissioner") to prove the allegations in the Accusation at a contested hearing  
7 held in accordance with the provisions of the APA and that Respondent will waive other rights  
8 afforded to Respondent in connection with the hearing such as the right to present evidence in  
9 defense of the allegations in the Accusation and the right to cross-examine witnesses.

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

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

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

27           7.       The Order or any subsequent Order of the Commissioner made pursuant to this  
28 Stipulation shall not constitute an estoppel, merger, or bar to any further administrative or civil

1 proceedings by the Department with respect to any matters that were not specifically alleged to be  
2 causes of accusation in this proceeding.

3 8. Respondent understands that by agreeing to this Stipulation, Respondent agrees to  
4 pay, pursuant to Business and Professions Code ("Code") section 10106, one-third of the cost, as of  
5 July 10, 2023, of the investigation and enforcement of this matter. As of July 10, 2023, the amount  
6 of the investigation costs is \$4,713.80 and the amount of the enforcement costs is \$1,468.80, for a  
7 sum total of \$6,182.60.

#### 8 DETERMINATION OF ISSUES

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

12 The conduct, acts, and/or omissions of Respondent KERZHANOVICH as described in the  
13 Accusation, constitute cause for the suspension or revocation of all real estate licenses and license  
14 rights of Respondent under Code sections 10177(j), and 10177(d) and/or 10177(g).

#### 15 ORDER

16 All licenses and licensing rights of Respondent KERZHANOVICH under the Real Estate  
17 Law are suspended for a period of ninety (90) days from the effective date of this Decision and  
18 Order; provided, however, that:

19 1. Thirty (30) days of said suspension shall be stayed upon the condition that  
20 Respondent KERZHANOVICH petitions pursuant to Code Section 10175.2 and pays a monetary  
21 penalty pursuant to Code Section 10175.2 at a rate of thirty-three dollars and thirty-three and  
22 one-third cents ( $\$33.33\frac{1}{3}$ ) for each day of the suspension for a total monetary penalty of \$1,000  
23 ( $\$33.33\frac{1}{3}$  per day X thirty (30) days = \$1,000), and upon the following terms and conditions:

24 a. Said payment shall be in the form of a cashier's check made payable to the  
25 Department of Real Estate. Said check must be delivered to the Department of Real Estate,  
26 Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective date  
27 of this Decision and Order. **Payment of said monetary penalty should not be made until**  
28 **the Stipulation has been approved by the Commissioner.**

1           b.     Respondent KERZHANOVICH shall obey all laws, rules and regulations  
2 governing the rights, duties and responsibilities of a real estate licensee in the State of  
3 California.

4           c.     No further cause for disciplinary action against the Real Estate license(s) of  
5 Respondent KERZHANOVICH occurs within one (1) year from the effective date of the  
6 Decision and Order in this matter.

7           d.     That no final subsequent determination be made, after hearing or upon  
8 stipulation, that cause of disciplinary action occurred within one (1) year from the effective  
9 date of this Decision and Order. Should such a determination be made, the Commissioner  
10 may, in his discretion, vacate and set aside the stay order and reimpose all or a portion of the  
11 stayed suspension. Should no such determination be made, the stay imposed herein shall  
12 become permanent.

13          e.     If Respondent KERZHANOVICH fails to pay the monetary penalty in  
14 accordance with the terms and conditions of this Decision and Order, the suspension shall  
15 go into effect automatically until payment is made in full, or until a decision providing  
16 otherwise is adopted following a hearing held pursuant to this condition. Respondent  
17 KERZHANOVICH shall not be entitled to any repayment nor credit, prorated or otherwise,  
18 for money paid to the Department under the terms of this Decision and Order.

19          f.     If Respondent KERZHANOVICH pays the monetary penalty under this  
20 Stipulation and Agreement and if no further cause for disciplinary action against the Real  
21 Estate license(s) of Respondent KERZHANOVICH occurs within one (1) year from the  
22 effective date of this Decision and Order, the entire stay hereby granted pursuant to this  
23 Decision and Order, shall become permanent.

24          2.     The remaining (60) days of said suspension shall be stayed for one (1) year upon the  
25 following terms and conditions:

26           a.     Respondent KERZHANOVICH shall obey all laws, rules and regulations  
27 governing the rights, duties and responsibilities of a real estate licensee in the State of  
28 California.

1           b.     No further cause for disciplinary action against the Real Estate license(s) of  
2 Respondent KERZHANOVICH occurs within one (1) year from the effective date of the  
3 Decision and Order in this matter.

4           c.     That no final subsequent determination be made, after hearing or upon  
5 stipulation, that cause of disciplinary action occurred within one (1) year from the effective  
6 date of this Decision and Order. Should such a determination be made, the Commissioner  
7 may, in his discretion, vacate and set aside the stay order and reimpose all or a portion of the  
8 stayed suspension. Should no such determination be made, the stay imposed herein shall  
9 become permanent.

10          3.     Respondent KERZHANOVICH shall pay one-third of the Commissioner's  
11 reasonable costs, determined as of July 10, 2023, for the investigation and enforcement which led  
12 to this disciplinary action, **within one-hundred and eighty (180) days from the effective date of**  
13 **this Decision and Order.** As of July 10, 2023, the Commissioner's total costs for investigation and  
14 enforcement were \$6,182.60. Therefore, Respondent KERZHANOVICH shall pay one-third of  
15 \$6,182.60, or \$2,060.87, **within one-hundred and eighty (180) days from the effective date of**  
16 **this Decision and Order.** Said payment shall be in the form of a cashier's check made payable to  
17 the Department of Real Estate. **The investigative and enforcement costs must be delivered to the**  
18 **Department of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013.**  
19 **Payment of investigation and enforcement costs should not be made until the Stipulation has**  
20 **been approved by the Commissioner.** If Respondent KERZHANOVICH fails to satisfy this  
21 condition in a timely manner as provided for herein, Respondent KERZHANOVICH's real estate  
22 license shall automatically be suspended until payment is made in full, or until a decision providing  
23 otherwise is adopted following a hearing held pursuant to this condition.

24          4.     Respondent's signature below indicates full agreement to the terms of this  
25 Stipulation and Agreement and to the terms set forth herein.

26  
27 DATED: 8/18/2023

*Laurence D. Haveson*

Digitally signed by Laurence D.  
Haveson  
Date: 2023.08.18 09:11:40 -07'00'

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Laurence D. Haveson  
Counsel for Complainant

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3 EXECUTION OF THE STIPULATION

4 I have read the Stipulation and Agreement. I understand its terms and they are agreeable  
5 and acceptable to me. I understand that I am waiving rights given to me by the California  
6 Administrative Procedure Act (including but not limited to Sections 11506, 11508, 11509 and 11513  
7 of the Government Code), and I willingly, intelligently and voluntarily waive those rights, including  
8 the right of requiring the Commissioner to prove the allegations in the Accusation at a hearing at  
9 which I would have the right to cross-examine witnesses against me and to present evidence in  
10 defense and mitigation of the charges.

11 Respondent can signify acceptance and approval of the terms and conditions of this  
12 Stipulation by causing the Stipulation to be e-mailed with Respondent's digital signature to  
13 Laurence Haveson, Real Estate Counsel at Laurence.Haveson@dre.ca.gov, or by sending a hard  
14 copy of the original signed signature page of the Stipulation herein to Laurence D. Haveson,  
15 Department of Real Estate, Legal Section, 320 W. Fourth St., Suite 350, Los Angeles, CA 90013-  
16 1105. In the event of time constraints before an administrative hearing, Respondent can signify  
17 acceptance and approval of the terms and conditions of this Stipulation and Agreement by faxing or  
18 e-mailing a scanned copy of the signature page, as actually signed by Respondent, to the Department  
19 counsel assigned to this case. Respondent agrees, acknowledges, and understands that by  
20 electronically sending the Stipulation and Agreement to the Department with Respondent's digital  
21 signature or a scan of Respondent's actual signature as it appears on the Stipulation and Agreement,  
22 that receipt of the Stipulation and Agreement with Respondent's digital signature or a scan of his  
23 actual signature by the Department shall be as binding on Respondent as if the Department had  
24 received the original signed Stipulation and Agreement. By signing this Stipulation and Agreement,  
25 Respondent understands and agrees that Respondent may not withdraw his agreement or seek to  
26 rescind the Stipulation and Agreement prior to the time the Commissioner considers and acts upon  
27 it or prior to the effective date of the Stipulation and Order.

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MAILING

In the event that Respondent declines to digitally sign the Stipulation, Respondent shall, within five (5) business days from signing the Stipulation, mail the original signed signature page(s) of the Stipulation herein to Laurence Haveson, Attention: Legal Section, Department of Real Estate, 320 W. Fourth St., Room 350, Los Angeles, California 90013-1105.

Respondent's signature below constitutes acceptance and approval of the terms and conditions of this Stipulation. Respondent agrees, acknowledges, and understands that by signing this Stipulation Respondent is bound by its terms as of the date of such signature and that this agreement is not subject to rescission or amendment at a later date except by a separate Decision and Order of the Real Estate Commissioner.

DATED: 08/18/2023

[Redacted Signature]

Respondent IRINA KERZHANOVICH

DATED: 08/18/2023

[Redacted Signature]

Joseph M. Parker  
Attorney for Respondent IRINA KERZHANOVICH  
Approved as to Form

\* \* \*

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 October 11, 2023.

IT IS SO ORDERED 9/15/23

DOUGLAS R. McCAULEY  
REAL ESTATE COMMISSIONER

[Redacted Signature]

for Doug McCauley