

1 DEPARTMENT OF REAL ESTATE
2 P. O. Box 137007
3 Sacramento, CA 95813-7007
4 Telephone: (916) 576-7843

FILED

DEC 27 2022

DEPARTMENT OF REAL ESTATE
By B. Nichols

8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of:

12 JASON R. ANDERSON, JAY ALAN GROVER,
13 and ANDREW JONATHAN DEAN,

14 Respondents.

No. H-3360 FR

STIPULATION AND AGREEMENT

15 It is hereby stipulated by and between Respondent JAY ALAN GROVER
16 (“GROVER”) and ANDREW JONATHAN DEAN (“DEAN”) (collectively referred to as
17 “Respondents”), acting by and through Michael S. Helsley, counsel for Respondents, and the
18 Complainant, acting by and through Jason D. Lazark, Counsel for the Department of Real
19 Estate, as follows for the purpose of settling and disposing of the Accusation as to GROVER
20 and DEAN only, which Accusation was filed on October 8, 2021, in this matter:

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

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

4 3. Respondents filed Notices of Defense pursuant to Section 11505 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 Notices of Defense. Respondents
7 acknowledge that they understand that by withdrawing said Notices of Defense they will
8 thereby waive their rights to require the Real Estate Commissioner ("Commissioner") to prove
9 the allegations in the Accusation at a contested hearing held in accordance with the provisions
10 of the APA, and that they will waive other rights afforded to them in connection with the
11 hearing such as the right to present evidence in defense of the allegations in the Accusation and
12 the right to cross-examine witnesses.

13 4. Respondents, pursuant to the limitations set forth below, hereby admit that
14 the factual allegations or findings of fact as set forth in the Accusation filed in this proceeding
15 are true and correct and the Real Estate Commissioner shall not be required to provide further
16 evidence of such allegations.

17 5. This Stipulation and Agreement is made for the purpose of reaching an
18 agreed disposition of this proceeding and is expressly limited to this proceeding and any other
19 proceeding or case in which the Department, the state or federal government, any agency of
20 this state, or an agency of another state is involved.

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

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

6 8. Respondents understand that by agreeing to this Stipulation and Agreement,
7 Respondents agree to be responsible for jointly and severally paying, pursuant to Section 10106
8 of the Business and Professions Code ("Code"), a portion of the costs of the investigation and
9 enforcement of this case which resulted in the determination that Respondents committed the
10 violation(s) found in the Determination of Issues. The amount of such cost is \$7,559.18.

11 DETERMINATION OF ISSUES

12 By reason of the foregoing stipulations, admissions, and waivers, and solely for
13 the purpose of settlement of the pending Accusation without further proceedings, it is stipulated
14 and agreed that the following Determination of Issues shall be made:

15 The acts and/or omissions of GROVER as described in the Accusation are
16 grounds for the suspension or revocation of the licenses and license rights of GROVER under the
17 provisions of Sections 10177(c) and 10177(d) of the Code.

18 The acts and/or omissions of DEAN as described in the Accusation are grounds
19 for the suspension or revocation of the licenses and license rights of DEAN under the provisions
20 of Sections 10137, 10138, 10177(c), and 10177(d) of the Code.

21 ORDER

22 I.

23 AS TO GROVER

24 All licenses and licensing rights of GROVER under the Real Estate Law are
25 suspended for a period of one Sixty (60) days from the effective date of this Order; provided,
26 however, that said suspension shall also be stayed for two (2) years upon the following terms and
27 conditions:

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

3 b. That no final subsequent determination be made, after hearing or
4 upon stipulation, that cause for disciplinary action occurred within two (2) years from the
5 effective date of this Order. Should such a determination be made, the Commissioner may, in
6 his discretion, vacate and set aside the stay order and reimpose all or a portion of the stayed
7 suspension. Should no such determination be made, the stay imposed herein shall become
8 permanent.

9 3. GROVER shall, within nine (9) months from the issuance of the Order, take
10 and pass the Professional Responsibility Examination administered by the Department,
11 including the payment of the appropriate examination fee. All licenses and licensing rights of
12 GROVER shall be indefinitely suspended unless or until GROVER passes the examination.

13 4. GROVER further agrees to honestly and truthfully testify as a witness for the
14 Department in any administrative hearings related to Department Case No. H-3360 FR. If
15 called to testify as a witness for the Department related to Department Case No. H-3360 FR,
16 GROVER agrees to accept and acknowledge by way of electronic mail any service of the notice
17 to appear as a witness in said matter. In the event that GROVER refuse to testify as a witness
18 for the Department in Department Case No. H-3360 FR, this Stipulation and Agreement shall be
19 void and of no effect and GROVER shall retain the right to a hearing and proceeding on the
20 Accusation in Department Case H-3360 FR under the provisions of the APA and shall not be
21 bound by any admission or waiver made herein.

22 II.

23 AS TO DEAN

24 All licenses and licensing rights of DEAN under the Real Estate Law are
25 suspended for a period of one Sixty (60) days from the effective date of this Order; provided,
26 however, that said suspension shall also be stayed for two (2) years upon the following terms and
27 conditions:

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

3 b. That no final subsequent determination be made, after hearing or
4 upon stipulation, that cause for disciplinary action occurred within two (2) years from the
5 effective date of this Order. Should such a determination be made, the Commissioner may, in
6 his discretion, vacate and set aside the stay order and reimpose all or a portion of the stayed
7 suspension. Should no such determination be made, the stay imposed herein shall become
8 permanent.

9 3. DEAN shall, within nine (9) months from the issuance of the Order, take and
10 pass the Professional Responsibility Examination administered by the Department, including the
11 payment of the appropriate examination fee. All licenses and licensing rights of DEAN shall be
12 indefinitely suspended unless or until DEAN passes the examination.

13 4. DEAN further agrees to honestly and truthfully testify as a witness for the
14 Department in any administrative hearings related to Department Case No. H-3360 FR. If
15 called to testify as a witness for the Department related to Department Case No. H-3360 FR,
16 DEAN agrees to accept and acknowledge by way of electronic mail any service of the notice to
17 appear as a witness in said matter. In the event that DEAN refuse to testify as a witness for the
18 Department in Department Case No. H-3360 FR, this Stipulation and Agreement shall be void
19 and of no effect and DEAN shall retain the right to a hearing and proceeding on the Accusation
20 in Department Case H-3360 FR under the provisions of the APA and shall not be bound by any
21 admission or waiver made herein.

22 III.

23 AS TO GROVER AND DEAN JOINTLY AND SEVERALLY

24 All licenses and licensing rights of Respondents, are indefinitely suspended
25 unless or until Respondents, jointly and severally, pay the sum of \$7,559.18 for a portion of the
26 Commissioner's reasonable cost of the investigation and enforcement which led to this
27 disciplinary action. Said payment shall be in the form of a cashier's check made payable to the

1 Department of Real Estate. The investigative and enforcement costs must be delivered to the
2 Department of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013,
3 prior to the effective date of this Order.

4 10/18/2022

5 DATED

6 
7 JASON D. LAZARK, Counsel
8 Department of Real Estate


9 * * *

10 I have read the Stipulation and Agreement in Settlement and Order and its terms
11 are understood by me and are agreeable and acceptable to me. I understand that I am waiving
12 rights given to me by the California Administrative Procedure Act (including but not limited to
13 Sections 11506, 11508, 11509 and 11513 of the Government Code), and I 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 I would have the
16 right to cross-examine witnesses against me and to present evidence in defense and mitigation
17 of the charges.

18 I further agree to send the original signed Stipulation and Agreement by mail to
19 the following address no later than one (1) week from the date the Stipulation and Agreement
20 is signed by me and my attorney: *Department of Real Estate, Legal Section, P.O. Box 137007,*
21 *Sacramento, California 95813-7007.* I understand and agrees that if they fail to return the
22 original signed Stipulation and Agreement by the due date, Complainant retains the right to set
23 this matter for hearing.


24 10/13/22

25 DATED

26 
27 JAY ALAN GROVER
Respondent

28 10/13/22


29 DATED

30 
31 ANDREW JONATHAN DEAN
Respondent

1 *I have reviewed the Stipulation and Agreement as to form and content and*
2 *have advised my client accordingly.*

3 10/17/2022

4 DATED

5 *Signed for* 

6 Michael S. Helsley
7 Attorney for Respondents,
8 JAY ALAN GROVER, and
9 ANDREW JONATHAN DEAN

10 * * *

11 The foregoing Stipulation and Agreement is hereby adopted as my Decision in
12 this matter and shall become effective at 12 o'clock noon on JAN 17 2023.

13 IT IS SO ORDERED 12.2.22, 2022.

14 REAL ESTATE COMMISSIONER

15 
16 DOUGLAS R. McCAULEY