

1 Department of Real Estate
2 P.O. Box 187007
3 Sacramento, CA 95818-7007

4 Telephone: (916) 576-8700

FILED

AUG 11 2023

DEPARTMENT OF REAL ESTATE
By B. N. [Signature]

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7
8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of)

12 SHELLEY DEANN MEDEIROS,)

13 Respondent.)

No. H-3452 FR

STIPULATION AND
AGREEMENT

14 It is hereby stipulated by and between SHELLEY DEANN MEDEIROS
15 (Respondent), represented by Frank M. Buda, and the Complainant, acting by and through
16 Truly Sughrue, Counsel for the Department of Real Estate (Department), as follows for the
17 purpose of settling and disposing of the Accusation filed on December 29, 2022, in this
18 matter:

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

24 2. Respondent has received, read, and understands the Statement to
25 Respondent, and the Discovery Provisions of the APA filed by the Department in this
26 proceeding.
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1 3. Respondent filed a Notice of Defense pursuant to Section 11505 of the
2 Government Code for the purpose of requesting a hearing on the allegations in the Accusation.
3 Respondent hereby freely and voluntarily withdraws said Notice of Defense. Respondent
4 acknowledges that Respondent understands that by withdrawing said Notice of Defense
5 Respondent will thereby waive Respondent's rights to require the Real Estate Commissioner
6 (Commissioner) to prove the allegations in the Accusation at a contested hearing held in
7 accordance with the provisions of the APA, and that Respondent will waive other rights afforded
8 to Respondent in connection with the hearing such as the right to present evidence in defense of
9 the allegations in the Accusation and the right to cross-examine witnesses.

10 4. This Stipulation and Agreement is based on the factual allegations
11 contained in the Accusation. In the interest of expediency and economy, Respondent chooses not
12 to contest these factual allegations, but to remain silent and understands that, as a result thereof,
13 these factual statements will serve as a prima facie basis for the "Determination of Issues" and
14 "Order", set forth below. The Commissioner shall not be required to provide further evidence to
15 prove such allegations.

16 5. This Stipulation and Agreement and Respondent's decision not to contest
17 the Accusation are made for the purpose of reaching an agreed disposition of this proceeding and
18 are expressly limited to this proceeding and any other proceeding or case in which the
19 Department, the state or federal government, an agency of this state, or an agency of another
20 state is involved.

21 6. Respondent further understands that by agreeing to this Stipulation and
22 Agreement, the findings set forth below in the Determination of Issues become final, and that
23 the Commissioner may charge said Respondents for the costs of any audit conducted pursuant
24 to Section 10148 of the Code to determine if the violations have been corrected. The maximum
25 costs of said audit shall not exceed \$2,554.

26 7. Respondent further understands that by agreeing to this Stipulation and
27 Agreement, the findings set forth below in the Determination of Issues become final, and that

1 the Commissioner may charge said Respondent for the costs of any audit conducted pursuant to
2 Section 10148 of the Code to determine if the violations have been corrected. The maximum
3 costs of said audit shall not exceed \$3,192.50.

4 8. Respondents understand that by agreeing to this Stipulation and
5 Agreement, Respondents agree to pay, pursuant to Section 10106 of the Code, the reasonable
6 costs of investigation and enforcement, which resulted in the determination that Respondent
7 committed the violation(s) found in the Determination of Issues. The amount of said
8 investigation and enforcement costs is \$1,000.00.

9 7. It is understood by the parties that the Commissioner may adopt the
10 Stipulation and Agreement as his decision in this matter thereby imposing the penalty and
11 sanctions on the real estate licenses and license rights of Respondent as set forth in the below
12 "Order". In the event that the Commissioner in his discretion does not adopt the Stipulation and
13 Agreement, it shall be void and of no effect, and Respondent shall retain the right to a hearing
14 and proceeding on the Accusation under all the provisions of the APA and shall not be bound by
15 any admission or waiver made herein.

16 8. The Order or any subsequent Order of the Commissioner made pursuant to
17 this Stipulation and Agreement shall not constitute an estoppel, merger or bar to any further
18 administrative or civil proceedings by the Department with respect to any matters which were
19 not specifically alleged to be causes for action in Accusation H-3452 FR.

20 * * *

21 DETERMINATION OF ISSUES

22 By reason of the foregoing stipulations and waivers and solely for the purpose of
23 settlement of the pending Accusation without a hearing, it is stipulated and agreed that the
24 following determination of issues shall be made:
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I

The acts and omissions of Respondent as described in the Accusation are grounds for the suspension or revocation of Respondent's licenses and license rights under the following sections of the Code and Title 10, Chapter 6, of the California Code of Regulations:

As to Paragraph 8, under Section 10177(d) of the Code in conjunction with Section 10145 of the Code and Section 2832.1 of the Regulations;

As to Paragraph 9, under Section 10177(d) of the Code in conjunction with Section 10145 of the Code and Section 2832 of the Regulations;

As to Paragraph 10, under Section 10177(d) of the Code in conjunction with Section 10145 of the Code and Section 2831 of the Regulations;

As to Paragraph 11, under Section 10177(d) of the Code in conjunction with Section 10145 of the Code and Section 2831.1 of the Regulations;

As to Paragraph 12, under Section 10177(d) of the Code in conjunction with Section 10145 of the Code and Section 2831.2 of the Regulations;

As to Paragraph 13, under Section 10176(e) of the Code; and

As to Paragraph 14, under Section 10177(h) of the Code.

* * *

ORDER

I

All licenses and licensing rights of Respondent under the Real Estate Law are suspended for a period of thirty (30) days from the effective date of this Order; provided, however, that:

- 1) Fifteen (15) days of said suspension shall be stayed, upon the condition that Respondent petition pursuant to Section 10175.2 of the Code and pays a monetary penalty pursuant to Section 10175.2 of the Code at a rate of \$50 for each day of the suspension for a total monetary penalty of \$750.

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

5 b) No further cause for disciplinary action against the Real Estate licenses of
6 Respondent occurs within two (2) years from the effective date of the decision in this matter.

7 c) If Respondent fails to pay the monetary penalty as provided above prior to the
8 effective date of this Order, the stay of the suspension shall be vacated as to that Respondent and
9 the order of suspension shall be immediately executed, under this Order, in which event the said
10 Respondent shall not be entitled to any repayment nor credit, prorated or otherwise, for the
11 money paid to the Department under the terms of this Order.

12 d) If Respondent pays the monetary penalty and any other moneys due under this
13 Stipulation and Agreement and if no further cause for disciplinary action against the real estate
14 license of said Respondent occurs within two (2) years from the effective date of this Order, the
15 entire stay hereby granted this Order, as to said Respondent only, shall become permanent.

16 2) Fifteen (15) days of said suspension shall be stayed for two (2) years upon the
17 following terms and conditions:

18 a) Respondent shall obey all laws, rules and regulations governing the rights, duties
19 and responsibilities of a real estate licensee in the State of California; and,

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

25 3) All licenses and licensing rights of Respondent are indefinitely suspended unless
26 or until Respondent provides proof satisfactory to the Commissioner, of having taken and
27 successfully completed the continuing education course on trust fund accounting and handling

1 specified in paragraph (3) of subdivision (a) of Section 10170.5 of the Code. Proof of
2 satisfaction of these requirements includes evidence that Respondent has successfully completed
3 the trust fund account and handling continuing education courses, no earlier than 120 days prior
4 to the effective date of the Decision and Order in this matter. Proof of completion of the trust
5 fund accounting and handling course must be delivered to the Department of Real Estate, Flag
6 Section at P.O. Box 137013, Sacramento, CA 95813-7013 or by fax at 916-263-8758, prior to
7 the effective date of this Decision and Order.

8 4) Pursuant to Section 10148 of the Code, Respondents shall pay the sum of \$2,554
9 for the Commissioner's cost of the audit which led to this disciplinary action. Respondents shall
10 pay such cost within sixty (60) days of receiving an invoice therefore from the Commissioner.
11 Payment of audit costs should not be made until Respondents receive the invoice. If
12 Respondents fail to satisfy this condition in a timely manner as provided for herein,
13 Respondents' real estate license shall automatically be suspended until payment is made in full,
14 or until a decision providing otherwise is adopted following a hearing held pursuant to this
15 condition.


16 5) Pursuant to Section 10148 of the Code, Respondent shall pay the Commissioner's
17 reasonable cost, not to exceed \$3,192.50 for an audit to determine if Respondent has corrected
18 the violation(s) found in the Determination of Issues. In calculating the amount of the
19 Commissioner's reasonable cost, the Commissioner may use the estimated average hourly salary
20 for all persons performing audits of real estate brokers, and shall include an allocation for travel
21 time to and from the auditor's place of work. Respondent shall pay such cost within sixty (60)
22 days of receiving an invoice therefore from the Commissioner. Payment of the audit costs
23 should not be made until Respondent receives the invoice. If Respondent fails to satisfy this
24 condition in a timely manner as provided for herein, Respondent's real estate license shall
25 automatically be suspended until payment is made in full, or until a decision providing otherwise
is adopted following a hearing held pursuant to this condition.

26 6) All licenses and licensing rights of Respondents are indefinitely suspended unless
27 or until Respondent pays the sum of \$1,000.00 for the Commissioner's reasonable cost of the

1 investigation and enforcement which led to this disciplinary action. Said payment shall be in the
2 form of a cashier's check made payable to the Department of Real Estate. The investigative and
3 enforcement costs must be delivered to the Department of Real Estate, Flag Section at P.O. Box
4 137013, Sacramento, CA 95813-7013, prior to the effective date of this Decision and Order.

5
6 21 June 2023

7 DATED


8 TRULY SUGHRUE
9 Counsel for Complainant

10 * * *

11 I have read the Stipulation and Agreement, discussed it with my counsel, and its
12 terms are understood by me and are agreeable and acceptable to me. I understand that I am
13 waiving rights given to me by the California Administrative Procedure Act, 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 of
17 the charges.

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

24 6/20/2023
25 DATED


26 SHELLEY DEANN MEDEIROS
27 Respondent

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

6-21-23
DATED

Frank M Buda
FRANK M. BUDA
Attorney for Respondent

The foregoing Stipulation and Agreement is hereby adopted as my Decision and Order and shall become effective at 12 o'clock noon on SEP 01 2023

IT IS SO ORDERED 7.27.23

