

1 DEPARTMENT OF REAL ESTATE
2 P. O. Box 137007
3 Sacramento, CA 95813-7007

4 Telephone: (916) 263-8670

FILED

APR 21 2022

DEPARTMENT OF REAL ESTATE
By B. Nicholas

8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of:)	Case No. H-7068 SAC
)	
12 SUSAN HUBBARD BENNETT,)	<u>STIPULATION AND AGREEMENT</u>
)	<u>IN SETTLEMENT AND ORDER</u>
13 Respondent.)	
)	

14
15
16 It is hereby stipulated by and between Respondent SUSAN HUBBARD
17 BENNETT (“Respondent”), acting by and through Shannon B. Jones, Counsel for Respondent,
18 and the Complainant, acting by and through Jason D. Lazark, Counsel for the Department of
19 Real Estate (“Department”), as follows for the purpose of settling and disposing of the
20 Accusation filed on September 15, 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 Respondent 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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27 ///

1 2. Respondent has received, read, and understands 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. On October 14, 2021, Respondent filed a Notice of Defense pursuant to
5 Section 11505 of the Government Code for the purpose of requesting a hearing on the
6 allegations in the Accusation. Respondent hereby freely and voluntarily withdraws said Notice
7 of Defense. Respondent acknowledges that Respondent understands that by withdrawing said
8 Notice of Defense, Respondent will thereby waive Respondent's right to require the Real
9 Estate Commissioner ("Commissioner") to prove the allegations in the Accusation at a
10 contested hearing held in accordance with the provisions of the APA and that Respondent will
11 waive other rights afforded to Respondent in connection with the hearing such as the right to
12 present evidence in defense of the allegations in the Accusation and the right to cross-examine
13 witnesses.

14 4. Respondent, pursuant to the limitations set forth below, hereby admits that
15 the factual allegations as set forth in the Accusation filed in this proceeding are true and correct
16 and the Commissioner shall not be required to provide further evidence of such allegations.

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

24 6. The Order or any subsequent Order of the Commissioner made pursuant to
25 this Stipulation and Agreement shall not constitute an estoppel, merger or bar to any further
26 administrative or civil proceedings by the Department with respect to any matters which were
27 not specifically alleged to be causes for accusation in this proceeding.

1 Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the
2 effective date of this Order.

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

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

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

15 2. Sixty (60) days of said suspension shall be stayed for two (2) years upon the
16 following terms and conditions:

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

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

25 3. Respondent shall, within nine (9) months from the effective date of this
26 Decision and Order, take and pass the Professional Responsibility Examination administered by
27 the Department, including the payment of the appropriate examination fee. If Respondent

1 fails to satisfy this condition, Respondent's real estate license shall automatically be suspended
2 until Respondent passes the examination.

3 4. All licenses and licensing rights of Respondent are indefinitely suspended
4 unless or until Respondent pays the sum of \$2,637.65 for the Commissioner's reasonable costs
5 of the investigation and enforcement which led to this disciplinary action. Said payment shall
6 be in the form of a cashier's check or certified check made payable to the Department of Real
7 Estate. The investigative and enforcement costs must be delivered to the Department of Real
8 Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective
9 date of this Order.

10 5. Pursuant to Section 10148 of the Code, Respondent shall pay the sum of
11 \$2,204.00 for the Commissioner's cost of the audit(s) which led to this disciplinary action.
12 Respondent shall pay such cost within sixty (60) days of receiving an invoice therefore from
13 the Commissioner. Payment of audit costs should not be made until Respondent receives the
14 invoice. If Respondent fails to satisfy this condition in a timely manner as provided for herein,
15 Respondent's real estate license and real estate endorsement rights shall automatically be
16 suspended until payment is made in full, or until a decision providing otherwise is adopted
17 following a hearing held pursuant to this condition.

18 3/3/2022

19 _____
DATED

20 _____
JASON D. LAZARK, Counsel
Department of Real Estate

21 * * *

22 Respondent has read the Stipulation and Agreement and its terms are
23 understood by Respondent and are agreeable and acceptable to Respondent. Respondent
24 understands that Respondent is waiving rights given to Respondent by the California
25 Administrative Procedure Act (including but not limited to Sections 11506, 11508, 11509 and
26 11513 of the Government Code), and Respondent willingly, intelligently, and voluntarily
27 waives those rights, including the right of requiring the Commissioner to prove the allegations

1 in the Accusation at a hearing at which Respondent would have the right to cross-examine
2 witnesses against Respondent and to present evidence in defense and mitigation of the charges.

3 Respondent further agrees to send the original signed Stipulation and Agreement
4 by mail to the following address no later than one (1) week from the date the Stipulation and
5 Agreement is signed by Respondent and Respondent's attorney: *Department of Real Estate,*
6 *Legal Section, P.O. Box 137007, Sacramento, California 95813-7007.* Respondent understands
7 and agrees that if they fail to return the original signed Stipulation and Agreement by the due
8 date, Complainant retains the right to set this matter for hearing.

9
10 3/1/2022
11 DATED

10 [Signature]
11 SUSAN BENNETT,
12 Respondent
13 DRE License ID#: 02054085

13 * * *

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

16 3/1/22
17 DATED

16 [Signature]
17 SHANNON B. JONES,
18 Attorney for Respondent,
19 SUSAN BENNETT
20 DRE License ID#: 02054085

19 * * *

20 The foregoing Stipulation and Agreement is hereby adopted as my Decision in
21 this matter and shall become effective at 12 o'clock noon on MAY 12 2022

22 IT IS SO ORDERED 4.14.22

23 REAL ESTATE COMMISSIONER

24
25
26 [Signature]
27 DOUGLAS R. McCAULEY