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DEPARTMENT OF REAL ESTATE

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

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BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

In the Matter of the Accusation of)	No. H-7096 SAC
MEGAN LOUISE BELMONT,)	STIPULATION AND AGREEMENT IN SETTLEMENT AND ORDER
Respondent.	j	III OLI ILLIANI CARLE

It is hereby stipulated by and between MEGAN LOUISE BELMONT (Respondent), represented by Brian Slome, and the Complainant, acting by and through Megan Lee Olsen, Counsel for the Department of Real Estate (Department); as follows for the purpose of settling and disposing of the Second Amended Accusation (Accusation) filed on January 22, 2024, 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 In Settlement and Order (Stipulation).
- 2. Respondent has received, read, and understands the Statement to Respondent, the Discovery Provisions of the APA and the Accusation filed by the Department in this proceeding.

- 3. Respondent filed a Notice of Defense pursuant to Section 11505 of the Government Code for the purpose of requesting a hearing on the allegations in the Accusation. Respondent hereby freely and voluntarily withdraws said Notice of Defense. Respondent acknowledges and understands that by withdrawing said Notice of Defense Respondent will thereby waive Respondent's right to require the Real Estate Commissioner (Commissioner) to prove the allegations in the Accusation at a contested hearing held in accordance with the provisions of the APA and that Respondent will waive other rights afforded to them in connection with the hearing such as the right to present evidence in defense of the allegations in the Accusation and the right to cross-examine witnesses.
- 4. This Stipulation is based on the factual allegations contained in the Accusation.
 In the interest of expediency and economy, Respondent chooses not to contest these factual allegations, but to remain silent and understands that, as a result thereof, these factual statements will serve as a prima facie basis for the "Determination of Issues" and "Order" set forth below.
 The Commissioner shall not be required to provide further evidence to prove such allegations.
- 5. It is understood by the parties that the Commissioner may adopt the Stipulation as her Decision and Order in this matter, thereby imposing the penalty and sanctions on Respondent's real estate license and license rights as set forth in the below "Order". In the event that the Commissioner in her discretion does not adopt the Stipulation, it shall be void and of no effect, and Respondent shall retain the right to a hearing and proceeding on the Accusation under all the provisions of the APA and shall not be bound by any admission or waiver made herein.
- 6. The Order or any subsequent Order of the Commissioner made pursuant to this Stipulation shall not constitute an estoppel, merger, or bar to any further administrative or civil proceedings by the Department with respect to any matters which were not specifically alleged to be causes for Accusation in this proceeding.
- 7. Respondent understands that by agreeing to this Stipulation, Respondent agrees to pay, pursuant to Section 10106 of the Business and Professions Code (Code), the cost of the

investigation which resulted in the determination that Respondent committed the violations found in the "Determination of Issues". The amount of such costs is \$3,596.50.

DETERMINATION OF ISSUES

By reason of the foregoing stipulations, admissions and waivers, and solely for the purpose of settlement of the pending Accusation without a hearing, it is stipulated and agreed that the acts and/or omissions of Respondent, as described in the Accusation, constitute grounds for the suspension or revocation of the licenses and license rights of Respondent under the provisions of Sections 10177(d) and 10177 (g) of the Code.

ORDER

All licenses and licensing rights of MEGAN LOUISE BELMONT, under the Real Estate Law are suspended for a period of one hundred and twenty (120) days from the effective date of this Order; provided, however, that:

- 1. Ninety (90) days of said suspension shall be stayed, upon the condition that Respondent petitions 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 \$100 for each day of the suspension for a total monetary penalty of \$9,000.00.
- (a) Said payment shall be in the form of a cashier's check made payable to the Department of Real Estate. Said check must be delivered to the Department of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective date of this Order.
- (b) No further cause for disciplinary action against the real estate license of Respondent occurs within two (2) years from the effective date of the decision in this matter.
- (c) If Respondent fails to pay the monetary penalty as provided above prior to the effective date of this Order, the stay of the suspension shall be vacated as to Respondent and the order of suspension shall be immediately executed, under this Order, in which event Respondent shall not be entitled to any repayment nor credit, prorated or otherwise, for the money paid to the Department under the terms of this Order.

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

- 2. Thirty (30) days of said suspension shall be stayed for two (2) years upon the following terms and conditions:
- (a) Respondent shall obey all laws, rules and regulations governing the rights, duties and responsibilities of a real estate licensee in the State of California; and,
- (b) That no final subsequent determination be made, after hearing or upon stipulation, that cause for disciplinary action occurred within two (2) years from the effective date of this Order. Should such a determination be made, the Commissioner may, in her discretion, vacate and set aside the stay order and reimpose all or a portion of the stayed suspension. Should no such determination be made, the stay imposed herein shall become permanent.
- 3. Respondent shall, within six months from the effective date of this Stipulation, take and pass the Professional Responsibility Examination administered by the Department including the payment of the appropriate examination fee. If Respondent fails to satisfy this condition, the Commissioner may order suspension of Respondent's license until Respondent passes the examination.
- 4. All licenses and licensing rights of Respondent are indefinitely suspended unless or until Respondent pays the sum of \$3,596.50 for the Commissioner's reasonable cost of the investigation which led to this disciplinary action. Said payment shall be in the form of a cashier's check made payable to the Department of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective date of this Stipulation.

3/8/2024

DATED

MEGAN LEE OLSEN, Counsel DEPARTMENT OF REAL ESTATE

 I have read the Stipulation and Agreement, discussed it with my counsel, and its terms are understood by me and are agreeable and acceptable to me. I understand that I am waiving rights given to me by the APA (including but not limited to Sections 11506, 11508, 11509, and 11513 of the Government Code), and I willingly, intelligently, and voluntarily waive those rights, including the right of requiring the Commissioner to prove the allegations in the Accusation at a hearing at which I would have the right to cross-examine witnesses against me and to present evidence in defense and mitigation of the charges.

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

2/26/24 DATED

MEGAN LOUISE BELMONT

Respondent

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

3/4/2025/

BRIAN SLOME

Attorney for Respondent

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The foregoing Stipulation and Agreement In Settlement and Order is hereby adopted by the Real Estate Commissioner as her Decision and Order and shall become effective at 12 o'clock noon on _____MAY 2 3 2024_____.

IT IS SO ORDERED 4/8/2029

CHIKA SUNQUIST REAL ESTATE COMMISSIONER

By: Marcus L. McCarther

Chief Deputy Real Estate Commissioner

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