

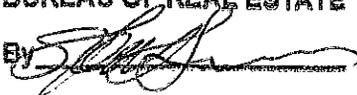
1 Bureau of Real Estate
2 320 West 4th Street, Suite 350
3 Los Angeles, CA 90013-1105

4 Telephone: (213) 576-6982

FILED

NOV 15 2016

BUREAU OF REAL ESTATE

By 

8
9 BEFORE THE BUREAU OF REAL ESTATE

10 STATE OF CALIFORNIA

11 * * *

12	In the Matter of the Accusation of)	No. H-40196 LA
13)	
14	A-TEAM REAL ESTATE SOLUTIONS)	
15	INC., and HAROLD C. SHAW,)	
16	individually, and as designated officer)	
17	of A-Team Real Estate Solutions Inc.,)	
)	
	Respondents.)	

18 It is hereby stipulated by and between Respondents A-TEAM REAL ESTATE
19 SOLUTIONS INC. and HAROLD SHAW, and their attorney, Mary Work, Esq., and the
20 Complainant, acting by and through Cheryl Keily, Counsel for the Bureau of Real Estate, as
21 follows for the purpose of settling and disposing of the Accusation filed on April 8, 2016, in
22 this matter.

23 1. All issues which were to be contested and all evidence which was to be
24 presented by Complainant and Respondent at a formal hearing on the Accusation, which
25 hearing was to be held in accordance with the provisions of the Administrative Procedure Act
26 (APA), shall instead and in place thereof be submitted solely on the basis of the provisions of
27

1 this Stipulation and Agreement.

2 2. Respondents have received, read and understand the Statement to Respondent,
3 the Discovery Provisions of the APA and the Accusation filed by the Bureau of Real Estate
4 (“Bureau”) in this proceeding.

5 3. On April 12, 2016, Respondents filed a Notice of Defense, pursuant to Section
6 11506 of the Government Code for the purpose of requesting a hearing on the allegations in the
7 Accusation. Respondents hereby freely and voluntarily withdraw said Notice of Defense.
8 Respondents acknowledge that they understand that by withdrawing said Notice of Defense
9 they will thereby waive their right to require the Commissioner of Real Estate
10 (“Commissioner”) to prove the allegations in the Accusation at a contested hearing held in
11 accordance with the provisions of the APA and that they will waive other rights afforded to
12 them in connection with the hearing, such as the right to present evidence in defense of the
13 allegations in the Accusation and the right to cross-examine witnesses.

14 4. This Stipulation is based on the factual allegations contained in the
15 Accusation. In the interest of expedience and economy, Respondents choose not to contest
16 these allegations, but to remain silent and understand that, as a result thereof, these factual
17 allegations, without being admitted or denied, will serve as a prima facie basis for the
18 disciplinary action stipulated to herein. The Commissioner shall not be required to provide
19 further evidence to prove said factual allegations.

20 5. This Stipulation is made for the purpose of reaching an agreed disposition of
21 this proceeding and is expressly limited to this proceeding and any other proceeding or case in
22 which the Bureau, the state or federal government, or any agency of this state, another state or
23 federal government is involved, and otherwise shall not be admissible in any other criminal or
24 civil proceedings.

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

8 7. The Order or any subsequent Order of the Commissioner made pursuant to
9 this Stipulation and Agreement shall not constitute an estoppel, merger or bar to any
10 further administrative or civil proceedings by the Bureau with respect to any matters which
11 were not specifically alleged to be causes for accusation in this proceeding.

12 8. Respondents understand that by agreeing to this Stipulation, Respondents
13 agree to pay, pursuant to Business and Professions Code ("Code") Section 10148, the cost of
14 the original and follow-up audit which led to this disciplinary action. The cost of the original
15 audit which led to this disciplinary action is \$3,081.63.

16 9. Respondents have received, read, and understand the "Notice Concerning
17 Costs of Subsequent Audit." Respondents further understand that by agreeing to this
18 Stipulation, the findings set forth below in the Determination of Issues become final, and the
19 Commissioner may charge Respondents for the cost of any subsequent audit conducted pursuant
20 to Code Section 10148 to determine if the violations have been corrected. The maximum cost of
21 the subsequent audit shall not exceed \$3,852.04.

22 10. Respondents understand that by agreeing to this Stipulation, Respondents
23 agree to pay, pursuant to Code Section 10106, the cost of the investigation and enforcement of
24 this matter. The total amount of the investigation costs and the amount of the enforcement costs
25 is \$1,852.80.

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DETERMINATION OF ISSUES

1. The conduct, acts or omissions of Respondents A-TEAM REAL ESTATE SOLUTIONS INC. and HAROLD C. SHAW, as set forth in the Accusation, is in violation of Code Section 10145 and Sections 2831, 2950(h) and 2951, of Title 10, Chapter 6, Code of Regulations and constitutes cause to suspend or revoke the real estate licenses and license rights of Respondents A-TEAM REAL ESTATE SOLUTIONS INC. and HAROLD C. SHAW under the provisions of Code Sections 10177(d).

ORDER

WHEREFORE, THE FOLLOWING ORDER is hereby made:

I. ALL licenses and licensing rights of Respondents A-TEAM REAL ESTATE SOLUTIONS INC. and HAROLD C. SHAW under the Real Estate Law are suspended for a period of thirty (30) days from the effective date of this Decision and Order; provided however, that the entire period of said suspension shall be stayed for two (2) years upon the following terms and conditions:

A. Respondents 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 of the effective date of this Decision. Should such a determination be made, the Commissioner may, in his 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.

II. Pursuant to Section 10148 of the Business and Professions Code, Respondents shall pay the sum of \$3,081.63 for the Commissioner's cost of the audit which led to this disciplinary action. Respondent shall pay such cost within sixty (60) days of receiving an

1 invoice therefor from the Commissioner. Payment of audit costs should not be made until
2 Respondents receive the invoice. If Respondents fail to satisfy this condition in a timely
3 manner as provided for herein, Respondents' real estate licenses shall automatically be
4 suspended until payment is made in full, or until a decision providing otherwise is adopted
5 following a hearing held pursuant to this condition.
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7 Pursuant to Section 10148 of the Code, Respondents shall pay the
8 Commissioner's reasonable cost, not to exceed \$3,852.04 for an audit to determine if
9 Respondents have corrected the violation(s) found in the Determination of Issues. In
10 calculating the amount of the Commissioner's reasonable cost, the Commissioner may use the
11 estimated average hourly salary for all persons performing audits of real estate brokers, and
12 shall include an allocation for travel time to and from the auditor's place of work. Respondents
13 shall pay such cost within sixty (60) days of receiving an invoice therefor from the
14 Commissioner. Payment of the audit costs shall not be made until Respondent receives the
15 invoice. If Respondents fail to satisfy this condition in a timely manner as provided for herein,
16 Respondents' real estate licenses shall automatically be suspended until payment is made in
17 full, or until a decision providing otherwise is adopted following a hearing held pursuant to this
18 condition.

19 III. All licenses and licensing rights of Respondents are indefinitely suspended
20 unless or until Respondents pay the sum of \$1,852.80 for the Commissioner's reasonable cost
21 of the investigation and enforcement which led to this disciplinary action. Said payment shall
22 be in the form of a cashier's check made payable to the Bureau of Real Estate. The
23 investigative and enforcements costs must be delivered to the Bureau of Real Estate, Flag
24 Section at P.O. Box 137013, Sacramento, California 95813-7013, prior to the effective date of
25 this Decision and Order.
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1 DATED: Oct 5, 2016


Cheryl D. Keily, Counsel
BUREAU OF REAL ESTATE

4 * * *

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

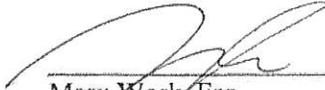
12 Respondents can signify acceptance and approval of the terms and conditions of
13 this Stipulation and Agreement by sending a hard copy of the original signed Stipulation and
14 Agreement to Cheryl Keily at the Bureau of Real Estate, 320 W. 4th Street, Ste. 350, Los
15 Angeles, California 90013. In the event of time constraints before an administrative hearing,
16 Respondents may signify acceptance and approval of the terms and conditions of this
17 Stipulation and Agreement by e-mailing a scanned copy of the signature page, as actually
18 signed by Respondents, to Cheryl Keily whose e-mail address is
19 cheryl.keily@dre.ca.gov. Respondents agree, acknowledge and understand that by
20 electronically sending the Bureau a scan of Respondents' actual signatures as they appear on
21 the Stipulation and Agreement that receipt of the scan by the Bureau shall be binding on
22 Respondents as if the Bureau had received the original signed Stipulation and Agreement.

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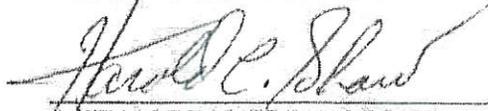
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I have reviewed the Stipulation and Agreement as to form and content and have advised my clients accordingly.

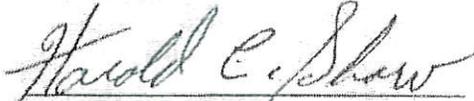
DATED: 10/6/16


Mary Work, Esq.
Attorney for Respondents
A-TEAM REAL ESTATE SOLUTIONS
INC. and HAROLD C. SHAW

DATED: 10/06/2016


A-TEAM REAL ESTATE SOLUTIONS
INC.
By: Harold C. Shaw
Respondent

DATED: 10/06/2016


HAROLD C. SHAW
Respondent

The foregoing Stipulation and Agreement is hereby adopted as my Decision in this matter and shall become effective at 12 o'clock noon on **DEC 05**, 2016.

IT IS SO ORDERED Nov. 7, 2016.

REAL ESTATE COMMISSIONER


WAYNE S. BELL