

FILED

February 14, 2014

1 DEPARTMENT OF REAL ESTATE
2 P. O. Box 187007
3 Sacramento, CA 95818-7007
4 Telephone: (916) 227-0789

BUREAU OF REAL ESTATE

By 

8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of:)	DRE No. H-4309 SD
)	
12 SECURITY ONE LENDING)	<u>STIPULATION AND AGREEMENT</u>
13 and <u>DACIA LAURA MCCOMB,</u>)	<u>IN SETTLEMENT AND ORDER</u>
)	
14 Respondents.)	
15 _____)	

16 It is hereby stipulated by and between DACIA LAURA MCCOMB
17 (“MCCOMB”), and her attorney, Mary E. Work, and the Complainant, acting by and through
18 Jason D. Lazark, Counsel for the Department of Real Estate, as follows for the purpose of
19 settling and disposing of the Accusation filed on March 7, 2012, in this matter:

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

25 2. Respondent MCCOMB has received, read and understands the Statement to
26 Respondent, the Discovery Provisions of the APA and the Accusation filed by the Department of
27 Real Estate in this proceeding.

1 3. On March 20, 2013, Respondent MCCOMB filed a Notice of Defense pursuant
2 to Section 11505 of the Government Code for the purpose of requesting a hearing on the
3 allegations in the Accusation. Respondent MCCOMB hereby freely and voluntarily withdraws
4 said Notice of Defense. Respondent MCCOMB acknowledges and understands that by
5 withdrawing said Notice of Defense, Respondent MCCOMB will thereby waive her right to
6 require the Commissioner to prove the allegations in the Accusation at a contested hearing held
7 in accordance with the provisions of the APA and that she will waive other rights afforded to her
8 in connection with the hearing such as the right to present evidence in defense of the allegations
9 in the Accusation and the right to cross-examine witnesses.

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

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

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

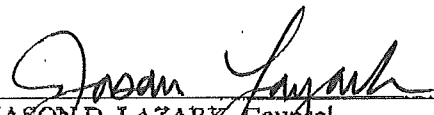
1 (2) All licenses and licensing rights of Respondent MCCOMB are indefinitely
 2 suspended unless or until Respondents pays the sum of \$4,178.15 for the Commissioner's
 3 reasonable cost of the investigation and enforcement which led to this disciplinary action. Said
 4 payment shall be in the form of a cashier's check or certified check made payable to the Real
 5 Estate Fund.

6 (3) Respondent MCCOMB shall, within six (6) months from the effective date of this
 7 Order, take and pass the Professional Responsibility Examination ("PRE") administered by the
 8 Department including the payment of the appropriate examination fee. If Respondent MCCOMB
 9 fails to satisfy this condition, the Commissioner may order the suspension of Respondent
 10 MCCOMB's license until Respondent MCCOMB passes the PRE.

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6-26-13

 DATED




 JASON D. LAZARK, Counsel
 DEPARTMENT OF REAL ESTATE

I have read the Stipulation and Agreement in Settlement and Order 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 California Administrative Procedure Act (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.

6/25/13

 DATED

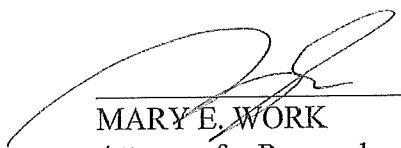


 DACIA LAURA MCCOMB, Respondent

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

6/27/2013
DATED



MARY E. WORK
Attorney for Respondent
DACIA LAURA MCCOMB

The foregoing Stipulation and Agreement is hereby adopted by the Real Estate Commissioner as his Decision and Order and shall become effective at 12 o'clock noon on
MAR 05 2014

IT IS SO ORDERED SEPTEMBER 12, 2013

REAL ESTATE COMMISSIONER



By: JEFFREY MASON
Chief Deputy Commissioner