FILED

February 14, 2014

BUREAU OF REAL ESTATE

DEPARTMENT	OF REAL ESTATE
P. O. Box 187007	7
Sacramento, CA	95818-7007

Telephone: (916) 227-0789

Ву

BEFORE THE DEPARTMENT OF REAL ESTATE STATE OF CALIFORNIA

* * *

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

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

- 1. All issues which were to be contested and all evidence which was to be presented by Complainant and Respondent MCCOMB 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.
- 2. Respondent MCCOMB has received, read and understands the Statement to Respondent, the Discovery Provisions of the APA and the Accusation filed by the Department of Real Estate in this proceeding.

- 3. On March 20, 2013, Respondent MCCOMB 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 MCCOMB hereby freely and voluntarily withdraws said Notice of Defense. Respondent MCCOMB acknowledges and understands that by withdrawing said Notice of Defense, Respondent MCCOMB will thereby waive her right to require the Commissioner to prove the allegations in the Accusation at a contested hearing held in accordance with the provisions of the APA and that she will waive other rights afforded to her 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 expedience and economy, Respondent MCCOMB 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 Respondent MCCOMB that the Real Estate Commissioner may adopt the Stipulation and Agreement In Settlement and Order as his Decision in this matter, thereby imposing the penalties and sanctions on Respondent MCCOMB's real estate licenses and license rights as set forth in the below "Order". In the event that the Commissioner in his discretion does not adopt the Stipulation and Agreement In Settlement and Order, it shall be void and of no effect, and Respondent MCCOMB 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 Real Estate Commissioner made pursuant to this Stipulation and Agreement In Settlement and Order shall not constitute an estoppel, merger or bar to any further administrative or civil proceedings by the Department of Real Estate with respect to any matters which were not specifically alleged to be causes for

accusation in this proceeding with regard to Respondent MCCOMB.

7. Respondent MCCOMB understands that by agreeing to this Stipulation and Agreement, Respondent MCCOMB agrees to pay, pursuant to Section 10106 of the Code, a portion of the costs of the investigation and enforcement of this case which resulted in the determination that Respondent MCCOMB committed the violation(s) found in the Determination of Issues. The total amount of such cost that Respondent MCCOMB shall pay is \$4,178.15.

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 MCCOMB, as described in the Accusation, constitute grounds for the suspension or revocation of the licenses and license rights of Respondent MCCOMB under the provisions of Section 10177(h) of the Code.

ORDER

All licenses and licensing rights of Respondent MCCOMB under the Real Estate

Law are suspended for a period of fifteen (15) days from the effective date of this Order;

provided, however, that:

- (1) Fifteen (15) days of said suspension shall be stayed for two (2) years upon the following terms and conditions:
 - a) Respondent MCCOMB 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 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.

06/25/2013 10:35

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

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

6-26-13 DATED

Section 2014

JASON D. LAZARK, Counse

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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.

15/13

DATED

DACIA LAURA MCCOMB, Respondent

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2	I have reviewed this Stipulation and Agreement as to form and content and have
3	advised my client accordingly.
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5	6/21/2013
6	DATED MARY E. WORK Attorney for Respondent
7	DACIA LAURA MCCOMB
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10	* * *
11	The foregoing Stipulation and Agreement is hereby adopted by the Real Estate
12	Commissioner as his Decision and Order and shall become effective at 12 o'clock noon on
13	MAR 0.5 2014
14	IT IS SO ORDERED SEPTEMBEN 12, 7A13
15	II IS SO ORDERED _ SOUTH THE SOUTH T
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18	REAL ESTATE COMMISSIONER
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22	By: JEFFREY MASON Chief Deputy Commissioner
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