

1 Department of Real Estate
2 320 W. 4th Street, Suite 350
3 Los Angeles, CA 90013-1105
4 Telephone: (213) 576-6982

FILED
FEB 22 2019
DEPT. OF REAL ESTATE
By *Zmi Jm*

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8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

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11 In the Matter of the Accusation of)

12 MARYELLEN HILL INC, and)
13 MARYELLEN HILL, individually as)
14 designated officer of Maryellen Hill Inc,)

15 Respondents.)
16

No. H-41130 LA
OAH No. 2018090560

STIPULATION AND AGREEMENT

17 It is hereby stipulated by and between Respondents MARYELLEN HILL INC,
18 and MARYELLEN HILL, individually and as designated officer of Maryellen Hill Inc,
19 (sometimes collectively referred to as “Respondents”), and the Complainant, acting by and
20 through Judith B. Vasan, Counsel for the Department of Real Estate, as follows for the purpose
21 of settling and disposing of the Accusation (“Accusation”) filed on August 15, 2018, in this
22 matter:

23 1. All issues which were to be contested and all evidence which was to be
24 presented by Complainant and Respondents 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 this Stipulation and Agreement (“Stipulation”).

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

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

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

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

23 6. It is understood by the parties that the Real Estate Commissioner may adopt
24 this Stipulation as his Decision in this matter thereby imposing the penalty and sanctions on
25 Respondents’ real estate licenses and license rights as set forth in the below “Order”. In the
26 event that the Commissioner in his discretion does not adopt the Stipulation, the Stipulation shall
27 be void and of no effect and Respondents shall retain the right to a hearing and proceed on the

STIPULATION AND AGREEMENT

1 Accusation under the provisions of the APA and shall not be bound by any stipulation or waiver
2 made herein.

3 7. The Order or any subsequent Order of the Real Estate Commissioner made
4 pursuant to this Stipulation shall not constitute an estoppel, merger or bar to any further
5 administrative or civil proceedings by the Department with respect to any matters which were
6 not specifically alleged to be causes for accusation in this proceeding.

7 8. Respondents understand that by agreeing to this Stipulation, Respondents
8 agree to pay jointly and severally, pursuant to Business and Professions Code (“Code”) Section
9 10148, the costs of the audit which led to this disciplinary action. The amount of said costs is
10 \$6,367.88.

11 DETERMINATION OF ISSUES

12 By reason of the foregoing, it is stipulated and agreed that the following
13 determination of issues shall be made:

14 The conduct, acts or omissions of Respondent MARYELLEN HILL INC, as set
15 forth in the Accusation, are in violation of Code section 10145 and Sections 2831.1, 2831.2, and
16 2835 of Title 10, Chapter 6 of the California Code of Regulations (“Regulations”) and are a basis
17 for discipline of Respondent MARYELLEN HILL INC’s licenses and license rights pursuant to
18 Code sections 10176(e), 10177(d) and 10177(g).

19 The conduct, acts or omissions of Respondent MARYELLEN HILL, as set forth
20 in the Accusation, are in violation of Code section 10159.2, and Regulations section 2725 and
21 are a basis for discipline of Respondent MARYELLEN HILL’s licenses and license rights as
22 pursuant to Code Sections 10177(d), 10177(g), and 10177(h).

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1 **such costs within sixty (60) days of receiving an invoice therefor from the Commissioner.**

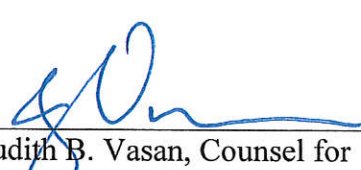
2 Payment of the audit costs should not be made until Respondents receive the invoice.

3 Respondents are jointly and severally liable for the costs of the subsequent audit. If Respondents
4 fail to satisfy this condition in a timely manner as provided for herein, Respondents' real estate
5 licenses shall automatically be suspended until payment is made in full, or until a decision
6 providing otherwise is adopted following a hearing held pursuant to this condition.

7 III.

8 All licenses and licensing rights of Respondents are indefinitely suspended
9 unless or until Respondents pay the sum of \$1,393.25 for the Commissioner's reasonable costs
10 of the investigation and enforcement, which led to this disciplinary action. Respondents are
11 jointly and severally liable for the costs of the investigation and enforcement. Said payment
12 shall be in the form of a cashier's check made payable to the Department of Real Estate. **The**
13 **payment for the investigative and enforcement costs must be delivered to the Department**
14 **of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the**
15 **effective date of this Decision and Order.**

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18 DATED: 1-29-2019

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Judith B. Vasan, Counsel for
Department of Real Estate

20 * * *

21 EXECUTION OF THE STIPULATION

22 We have read the Stipulation, have discussed it with our counsel, and its terms are
23 understood by us and are agreeable and acceptable to us. We understand that we are waiving
24 rights given to us by the California Administrative Procedure Act (including but not limited to
25 Sections 11506, 11508, 11509 and 11513 of the Government Code), and we willingly,
26 intelligently and voluntarily waive those rights, including the right of requiring the
27 Commissioner to prove the allegations in the Accusation at a hearing at which we would have

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1 the right to cross-examine witnesses against us and to present evidence in defense and mitigation
2 of the charges.

3 Respondents shall mail the original signed signature page of the stipulation herein
4 to Judith B. Vasan, Attention: Legal Section, Department of Real Estate, 320 W. Fourth St.,
5 Suite 350, Los Angeles, California 90013-1105.

6 In the event of time constraints before an administrative hearing, Respondents can
7 signify acceptance and approval of the terms and conditions of this Stipulation and Agreement
8 by emailing a scanned copy of the signature page, as actually signed by Respondents, to the
9 Department counsel assigned to this case. Respondents agree, acknowledge and understand that
10 by electronically sending the Department a scan of Respondents' actual signature as it appears on
11 the Stipulation and Agreement that receipt of the scan by the Department shall be binding on
12 Respondent as if the Department had received the original signed Stipulation. Respondents shall
13 also mail the original signed signature page of this Stipulation to the Department counsel.

14 Respondents' signatures below constitute acceptance and approval of the terms
15 and conditions of this Stipulation. Respondents agree, acknowledge and understand that by
16 signing this Stipulation, Respondents are bound by its terms as of the date of such signatures and
17 that this agreement is not subject to rescission or amendment at a later date except by a separate
18 Decision and Order of the Real Estate Commissioner.

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20 DATED: 1/24/19 Maryellen Hill, Inc.
21 MARYELLEN HILL INC
22 Respondent
23 By: Maryellen Hill

24 DATED: 1/24/19 Maryellen Hill
25 MARYELLEN HILL
26 Respondent

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The foregoing Stipulation and Agreement is hereby adopted as my Decision as to
Respondents MARYELLEN HILL INC and MARYELLEN HILL, individually and as
designated officer of Maryellen Hill Inc, and shall become effective at 12 o'clock noon on
MAR 14 2019.

IT IS SO ORDERED February 14, 2019.

DANIEL J. SANDRI
ACTING REAL ESTATE COMMISSIONER

