

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

**FILED**

OCT 05 2020

DEPT. OF REAL ESTATE

By *[Signature]*

8 BEFORE THE DEPARTMENT OF REAL ESTATE

9 STATE OF CALIFORNIA

10 \* \* \*

11 In the Matter of the Accusation of ) No. H-41631 LA  
12 MYKEL ANNE MARTIN; )  
13 REALTY MASTERS & ) STIPULATION  
14 ASSOCIATES, INC; and ) AND  
15 VINCENT KYAN, as designated ) AGREEMENT  
16 officer of Realty Masters & Associates, Inc, )  
17 Respondents. )

18 It is hereby stipulated by and between Respondents REALTY MASTERS &  
19 ASSOCIATES, INC ("RMAI") and VINCENT KYAN ("KYAN"), both represented by Bryan A.  
20 Mason, Esq. of Gavel Law Firm P.C. and the Complainant, acting by and through Julie L. To,  
21 Counsel for the Department of Real Estate ("Department" or "DRE"), as follows for the purpose  
22 of settling and disposing of the Accusation filed on March 10, 2020 in Case No. H-41631 LA, in  
23 this matter.

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27 DRE Stipulation & Agreement – REALTY MASTERS & ASSOCIATES, INC. & VINCENT KYAN, H-41631 LA

1                   1. All issues which were to be contested and all evidence which was to be  
2 presented by Complainant and Respondents at a formal hearing on the Accusation, which hearing  
3 was to be held in accordance with the provisions of the Administrative Procedure Act ("APA"),  
4 shall instead and in place thereof be submitted solely on the basis of the provisions of this  
5 Stipulation and Agreement ("Stipulation").

6                   2. Respondents have received, read and understand the Statement to Respondent,  
7 the Discovery Provisions of the APA and the Accusation filed by the Department of Real Estate  
8 ("Department") in this proceeding.

9                   3. On March 30, 2020, Respondents timely filed Notices of Defense pursuant to  
10 Section 11506 of the Government Code for the purpose of requesting a hearing on the allegations  
11 in the Accusation. Respondents hereby freely and voluntarily withdraw said Notices of Defense.  
12 Respondents acknowledge that they understand that by withdrawing said Notices of Defense they  
13 thereby waive their right to require the Commissioner to prove the allegations in the Accusation  
14 at a contested hearing held in accordance with the provisions of the APA and that they will waive  
15 other rights afforded to them in connection with the hearing such as the right to present evidence  
16 in their defense and the right to cross-examine witnesses.

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

23                   5. This Stipulation and Respondents' decision not to contest the Accusation are  
24 made for the purpose of reaching an agreed disposition of this proceeding and is expressly  
25 limited to this proceeding and any other proceeding or case in which the Department or another  
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1 licensing agency of this state, another state, or if the federal government is involved, and  
2 otherwise shall not be admissible in any other criminal or civil proceeding. Respondents further  
3 understand that the sustained violations may be considered in any future administrative or  
4 disciplinary matters by the Department.

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

12           7. The Order or any subsequent Order of the Real Estate Commissioner made  
13 pursuant to this Stipulation shall not constitute an estoppel, merger or bar to any further  
14 administrative or civil proceedings by the Department of Real Estate with respect to any matters  
15 which were not specifically alleged to be causes for Accusation in this proceeding but do  
16 constitute a bar, estoppel and merger as to any allegations actually contained in Accusation H-  
17 41631 LA against Respondents herein.

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DRE Stipulation & Agreement – REALTY MASTERS & ASSOCIATES, INC. & VINCENT KYAN, H-41631 LA

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2 **DETERMINATION OF ISSUES**

3 By reason of the foregoing stipulations, admissions and waivers, and solely for the  
4 purpose of settlement of the pending Accusation without a hearing, it is stipulated and agreed  
5 that the following determination of issues shall be made:

6 The conduct, acts or omissions of Respondents RMAI and KYAN, as described in  
7 Paragraph 4, herein above, are in violation of: Code Section 10159.6 (RMAI) and Code Section  
8 10177(h) and Regulation 2725 (KYAN).

9 **ORDER**

10 WHEREFORE, THE FOLLOWING ORDER is hereby made:

11 I.

12 All licenses and licensing rights of Respondents REALTY MASTERS &  
13 ASSOCIATES, INC and VINCENT KYAN under the Real Estate Law are suspended for a  
14 period of thirty (30) days from the effective date of this Decision and Order; provided, however,  
15 that:

16 1. All thirty (30) days of said suspension shall be stayed for two (2) years upon the  
17 following terms and conditions:

18 a) Respondents shall obey all laws, rules and regulations governing the  
19 rights, duties and responsibilities of a real estate licensee in the State of  
20 California; and,

21 b) That no final subsequent determination be made, after hearing or upon  
22 stipulation, that cause of disciplinary action occurred within two (2) years  
23 from the effective date of this Decision and Order. Should such a  
24 determination be made, the Commissioner may, in his discretion, vacate  
25 and set aside the stay order and reimpose all or a portion of the stayed  
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suspension. Should no such determination be made, the stay imposed herein shall become permanent.

DATED: 8-27-20

  
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Julie L. To, Counsel for  
Department of Real Estate

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**EXECUTION OF THE STIPULATION**

We have read the Stipulation and Agreement. Its terms are understood by us and are agreeable and acceptable to us. We understand that we are waiving rights given to us by the California Administrative Procedure Act (including but not limited to Sections 11506, 11508, 11509 and 11513 of the Government Code), and we 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 we would have the right to cross-examine witnesses against us and to present evidence in defense and mitigation of the charges.

**MAILING AND FACSIMILE**

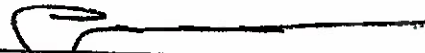
Respondents can signify acceptance and approval of the terms and conditions of this Stipulation and Agreement by sending a hard copy of the original signed signature page of the Stipulation herein to Julie L. To, Legal Section, Department of Real Estate, 320 W. Fourth St., Suite 350, Los Angeles, California 90013-1105. In the event of time constraints before an administrative hearing, Respondents can signify acceptance and approval of the terms and conditions of this Stipulation and Agreement by e-mailing a scanned copy of the signature page, as actually signed by Respondents, to the Department counsel assigned to this case. Respondents agree, acknowledge, and understand that by electronically sending to the Department a scan of Respondents' actual signatures as they appear on the Stipulation and Agreement, that receipt of

1 the scan by the Department shall be binding on Respondents as if the Department had received  
2 the original signed Stipulation and Agreement.

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4 DATED: 8/13/2020

  
VINCENT KYAN, Respondent

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6 DATED: 8/13/2020

  
REALTY MASTERS & ASSOCIATES, INC,  
Respondent  
By: VINCENT KYAN, Designated Officer

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

13 DATED: 8/17/2020

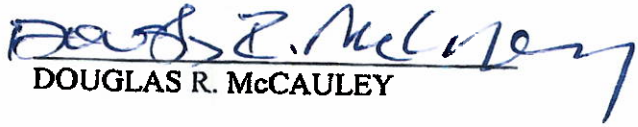
  
Bryan A. Mason, Esq.  
Attorney for Respondents

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17 The foregoing Stipulation and Agreement is hereby adopted as my Decision as to  
18 Respondents REALTY MASTERS & ASSOCIATES, INC and VINCENT KYAN, individually  
19 and as designated officer of REALTY MASTERS & ASSOCIATES, INC and shall become  
20 effective at 12 o'clock noon on NOV 04 2020, 2020.

21 IT IS SO ORDERED 9.24.20, 2020.

22 REAL ESTATE COMMISSIONER

  
DOUGLAS R. McCAULEY