

1 Department of Real Estate  
2 P.O. Box 137007  
3 Sacramento, CA 95813-7007

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**FILED**

JAN 31 2024

DEPARTMENT OF REAL ESTATE  
By J. Taggart

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7  
8 BEFORE THE DEPARTMENT OF REAL ESTATE  
9 STATE OF CALIFORNIA

10 \* \* \*

11 In the Matter of the Accusation of )

12 R & L PROPERTY M., INC., LISA CAROL )  
13 MOUNT and TAMMY BELEND FLEMING, )

14 Respondents. )

No. H-3507 FR

STIPULATION AND  
AGREEMENT

15 It is hereby stipulated by and between R & L PROPERTY M. (RL), LISA  
16 CAROL MOUNT (MOUNT) and TAMMY BELEND FLEMING (FLEMING) (collectively  
17 referred to as "Respondents"), and the Complainant, acting by and through Richard Uno,  
18 Counsel for the Department of Real Estate (Department), as follows for the purpose of settling  
19 and disposing the Accusation filed on June 26, 2023, in this matter:

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

25 2. Respondents have received, read, and understand the Statement to  
26 Respondent, and the Discovery Provisions of the APA filed by the Department in this  
27 proceeding.

1                   3.       Respondents filed a Notice of Defense pursuant to Section 11505 of the  
2 Government Code for the purpose of requesting a hearing on the allegations in the Accusation.  
3 Respondents hereby freely and voluntarily withdraw said Notice of Defense. Respondents  
4 acknowledge that Respondents understand that by withdrawing said Notice of Defense  
5 Respondents will thereby waive Respondents' rights to require the Real Estate Commissioner  
6 (Commissioner) to prove the allegations in the Accusation at a contested hearing held in  
7 accordance with the provisions of the APA, and that Respondents will waive other rights  
8 afforded to Respondents in connection with the hearing such as the right to present evidence in  
9 defense of the allegations in the Accusation and the right to cross-examine witnesses.

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

16                   5.       This Stipulation and Agreement and Respondents' decision not to contest  
17 the Accusation are made for the purpose of reaching an agreed disposition of this proceeding and  
18 are expressly limited to this proceeding and any other proceeding or case in which the  
19 Department, the state or federal government, an agency of this state, or an agency of another  
20 state is involved.

21                   6.       Respondents understand that by agreeing to this Stipulation and  
22 Agreement, Respondents agrees to pay, pursuant to Section 10148 of the California Business  
23 and Professions Code (Code), the cost of the audit, which resulted in the determination that  
24 Respondents committed the trust fund handling violation(s) found in the Determination of  
25 Issues. The amount of said costs is \$2,061.00.

26                   7.       Respondents further understand that by agreeing to this Stipulation and  
27 Agreement, the findings set forth below in the Determination of Issues become final, and that

1 the Commissioner may charge said Respondents for the costs of any audit conducted pursuant  
2 to Section 10148 of the Code to determine if the violations have been corrected. The maximum  
3 costs of said audit shall not exceed \$2,576.75.

4 8. Respondent understands that by agreeing to this Order, Respondent agrees  
5 to pay, pursuant to Section 10106 of the Business and Professions Code (Code), the cost of the  
6 investigation which resulted in the determination that Respondent committed the violations  
7 found in the Determination of Issues. The amount of said costs is \$1,000.00.

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

15 10. The Order or any subsequent Order of the Commissioner made pursuant to  
16 this Stipulation and Agreement shall not constitute an estoppel, merger or bar to any further  
17 administrative or civil proceedings by the Department with respect to any matters which were  
18 not specifically alleged in Accusation H-3507 FR.

19 \* \* \*

20 DETERMINATION OF ISSUES

21 By reason of the foregoing stipulations and waivers and solely for the purpose of  
22 settlement of the pending Accusation without a hearing; it is stipulated and agreed that the  
23 following determination of issues shall be made:

24 I

25 The acts and omissions of Respondents as described in the First Cause of Action  
26 in the Accusation are grounds for the suspension or revocation of Respondents' licenses and  
27

1 license rights under section 2831.2 Title 10 of the California Code of Regulations (Regulations)  
2 and Sections 10145 and 10177(g) of the Code.

3 II

4 The acts and omissions of MOUNT and FLEMING as described in the Second  
5 Cause of Action in the Accusation are grounds for the suspension or revocation of MOUNT's  
6 and FLEMING's licenses and license rights under Section 10177(h) of the Code.

7 \* \* \*

8 ORDER

9 I

10 All licenses and licensing rights of RL under the Real Estate Law are suspended  
11 for a period of sixty (60) days from the effective date of this Order; provided, however, that:

12 1) Thirty (30) days of said suspension shall be stayed, upon the condition that RL  
13 petition pursuant to Section 10175.2 of the Code and pays a monetary penalty pursuant to  
14 Section 10175.2 of the Code at a rate of \$50 for each day of the suspension for a total monetary  
15 penalty of \$1,500.

16 a) Said payment shall be in the form of a cashier's check made payable to the  
17 Department of Real Estate. Said check must be delivered to the Department of Real Estate,  
18 Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective date of  
19 this Order.

20 b) No further cause for disciplinary action against the Real Estate licenses of RL  
21 occurs within two (2) years from the effective date of the decision in this matter.

22 c) If RL fails to pay the monetary penalty as provided above prior to the effective  
23 date of this Order, the stay of the suspension shall be vacated as to that RL and the order of  
24 suspension shall be immediately executed, under this Order, in which event the said RL shall not  
25 be entitled to any repayment nor credit, prorated or otherwise, for the money paid to the  
26 Department under the terms of this Order.

1 d) If RL pays the monetary penalty and any other moneys due under this Stipulation  
2 and Agreement and if no further cause for disciplinary action against the real estate license of  
3 said RL occurs within two (2) years from the effective date of this Order, the entire stay hereby  
4 granted this Order, as to said RL only, shall become permanent.

5 2) Thirty (30) days of said suspension shall be stayed for two (2) years upon the  
6 following terms and conditions:

7 a) RL shall obey all laws, rules and regulations governing the rights, duties and  
8 responsibilities of a real estate licensee in the State of California; and,

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

## 14 II

15 All licenses and licensing rights of MOUNT under the Real Estate Law are  
16 suspended for a period of sixty (60) days from the effective date of this Order; provided,  
17 however, that:

18 1) Thirty (30) days of said suspension shall be stayed, upon the condition that  
19 MOUNT petitions pursuant to Section 10175.2 of the Code and pays a monetary penalty  
20 pursuant to Section 10175.2 of the Code at a rate of \$50 for each day of the suspension for a total  
21 monetary penalty of \$1,500.

22 a) Said payment shall be in the form of a cashier's check made payable to the  
23 Department of Real Estate. Said check must be delivered to the Department of Real Estate,  
24 Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective date of  
25 this Order.

26 b) No further cause for disciplinary action against the Real Estate licenses of  
27 MOUNT occurs within two (2) years from the effective date of the decision in this matter.

1 c) If MOUNT fails to pay the monetary penalty as provided above prior to the  
2 effective date of this Order, the stay of the suspension shall be vacated as to that MOUNT and  
3 the order of suspension shall be immediately executed, under this Order, in which event the said  
4 MOUNT shall not be entitled to any repayment nor credit, prorated or otherwise, for the money  
5 paid to the Department under the terms of this Order.

6 d) If MOUNT pays the monetary penalty and any other moneys due under this  
7 Stipulation and Agreement and if no further cause for disciplinary action against the real estate  
8 license of said MOUNT occurs within two (2) years from the effective date of this Order, the  
9 entire stay hereby granted this Order, as to said MOUNT only, shall become permanent.

10 2) Thirty (30) days of said suspension shall be stayed for two (2) years upon the  
11 following terms and conditions:

12 a) MOUNT shall obey all laws, rules and regulations governing the rights, duties  
13 and responsibilities of a real estate licensee in the State of California; and,

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

### 19 III

20 All licenses and licensing rights of FLEMING under the Real Estate Law are  
21 suspended for a period of sixty (60) days from the effective date of this Order; provided,  
22 however, that:

23 3) Thirty (30) days of said suspension shall be stayed, upon the condition that  
24 FLEMING petitions pursuant to Section 10175.2 of the Code and pays a monetary penalty  
25 pursuant to Section 10175.2 of the Code at a rate of \$50 for each day of the suspension for a total  
26 monetary penalty of \$1,500.  
27

1 a) Said payment shall be in the form of a cashier's check made payable to the  
2 Department of Real Estate. Said check must be delivered to the Department of Real Estate,  
3 Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective date of  
4 this Order.

5 b) No further cause for disciplinary action against the Real Estate licenses of  
6 FLEMING occurs within two (2) years from the effective date of the decision in this matter.

7 c) If FLEMING fails to pay the monetary penalty as provided above prior to the  
8 effective date of this Order, the stay of the suspension shall be vacated as to that FLEMING and  
9 the order of suspension shall be immediately executed, under this Order, in which event the said  
10 FLEMING shall not be entitled to any repayment nor credit, prorated or otherwise, for the  
11 money paid to the Department under the terms of this Order.

12 d) If FLEMING pays the monetary penalty and any other moneys due under this  
13 Stipulation and Agreement and if no further cause for disciplinary action against the real estate  
14 license of said FLEMING occurs within two (2) years from the effective date of this Order, the  
15 entire stay hereby granted this Order, as to said FLEMING only, shall become permanent.

16 4) Thirty (30) days of said suspension shall be stayed for two (2) years upon the  
17 following terms and conditions:

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

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

25 IV

26 1) Pursuant to Section 10148 of the Code, Respondents shall jointly and severally  
27 pay the sum of \$2,061.00 for the Commissioner's cost of the audit which led to this disciplinary

1 action. Respondents shall pay such cost within sixty (60) days of receiving an invoice therefore  
2 from the Commissioner. Payment of audit costs should not be made until Respondents receive  
3 the invoice. If Respondents fail to satisfy this condition in a timely manner as provided for  
4 herein, Respondents' real estate license shall automatically be suspended until payment is made  
5 in full, or until a decision providing otherwise is adopted following a hearing held pursuant to  
6 this condition.

7 2) Pursuant to Section 10148 of the Code, Respondents shall pay the  
8 Commissioner's reasonable cost, not to exceed \$2,576.25, for an audit to determine if  
9 Respondents have corrected the violation(s) found in the Determination of Issues. In calculating  
10 the amount of the Commissioner's reasonable cost, the Commissioner may use the estimated  
11 average hourly salary for all persons performing audits of real estate brokers, and shall include  
12 an allocation for travel time to and from the auditor's place of work. Respondents shall pay such  
13 cost within sixty (60) days of receiving an invoice therefore from the Commissioner. Payment of  
14 the audit costs should not be made until Respondents receive the invoice. If Respondents fail to  
15 satisfy this condition in a timely manner as provided for herein, Respondents' real estate license  
16 shall automatically be suspended until payment is made in full, or until a decision providing  
17 otherwise is adopted following a hearing held pursuant to this condition.

18 3) All licenses and licensing rights of Respondent are indefinitely suspended  
19 unless or until Respondent pays the sum of \$1,000.00 for the Commissioner's reasonable cost of  
20 the investigation which led to this disciplinary action. Said payment shall be in the form of a  
21 cashier's check made payable to the Department of Real Estate. The investigative and  
22 enforcement costs must be delivered to the Department of Real Estate, Flag Section at P.O. Box  
23 137013, Sacramento, CA 95813-7013, prior to the effective date of this Decision and Order.

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26 DATED

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12/21/23  
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RICHARD UNO  
Counsel for Complainant



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I have read the Stipulation and Agreement, discussed it with my counsel, 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, 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.

Respondent and Respondent's attorney further agree to send the original signed Stipulation by email to the following address no later than one (1) week from the date the Stipulation is signed by Respondent and Respondent's attorney: Richard.uno@dre.ca.gov. Respondents understand and agree that if they fail to return the original signed Stipulation by the due date, Complainant retains the right to set this matter for hearing.

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DATED

\_\_\_\_\_  
LISA CAROL MOUNT, on behalf of  
R & L PROPERTY M.  
Respondent

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\_\_\_\_\_  
DATED


\_\_\_\_\_  
LISA CAROL MOUNT  
Respondent

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\_\_\_\_\_  
DATED

\_\_\_\_\_  
TAMMY BELENDA  
Respondent


12-7-2023  
DATED

  
LISA CAROL MOUNT, on behalf of  
R & L PROPERTY M.  
Respondent

12-7-2023  
DATED

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LISA CAROL MOUNT  
Respondent

12-7-2023  
DATED

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TAMMY BELEND  
Respondent

The foregoing Stipulation and Agreement is hereby adopted as my Decision and Order and shall become effective at 12 o'clock noon on \_\_\_\_\_.

IT IS SO ORDERED \_\_\_\_\_

DOUGLAS R. McCAULEY  
REAL ESTATE COMMISSIONER

