

FILED

JUL 9 2012

1 Department of Real Estate
2 P.O. Box 187007
3 Sacramento, CA 95818-7007

4 Telephone: (916) 227-0781

DEPARTMENT OF REAL ESTATE

By S. Jones

8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of)

12 FRAYBA TIPTON,)

13 Respondent.)

No. H-5806 SAC

STIPULATION AND
AGREEMENT

14
15 It is hereby stipulated by and between FRAYBA TIPTON (Respondent) and
16 the Complainant, acting by and through Truly Sughrue, Counsel for the Department of Real
17 Estate (Department), as follows for the purpose of settling and disposing the Accusation filed
18 on April 9, 2012 in this matter:

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

24 2. Respondent has received, read, and understands the Statement to
25 Respondent, and the Discovery Provisions of the APA filed by the Department in this
26 proceeding.
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3. Respondent 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 hereby freely and voluntarily withdraws said Notice of Defense. Respondent acknowledges that Respondent understands that by withdrawing said Notice of Defense Respondent will thereby waive Respondent's rights to require the Real Estate Commissioner (Commissioner) to prove the allegations in the Accusation at a contested hearing held in accordance with the provisions of the APA, and that Respondent will waive other rights afforded to Respondent 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. Respondent, pursuant to the limitations set forth below, hereby admits that the factual allegations of the Accusation filed in this proceeding are true and correct and the Commissioner shall not be required to provide further evidence to prove such allegations.

5. Respondent understands that by agreeing to this Stipulation and Agreement, Respondent agrees to pay, pursuant to Section 10106 of the California Business and Professions Code (Code), the cost of the investigation and enforcement which resulted in the determination that Respondent committed the violation(s) found in the Determination of Issues. The amount of said costs is \$569.12.

6. It is understood by the parties that the Commissioner may adopt the Stipulation and Agreement as the Commissioner's decision in this matter thereby imposing the penalty and sanctions on the real estate licenses and license rights of Respondent as set forth in the below "Order". In the event that the Commissioner in the Commissioner's discretion does not adopt the Stipulation and Agreement, it shall be void and of no effect, and Respondent 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.

7. The Order or any subsequent Order of the Commissioner made pursuant to this Stipulation and Agreement shall not constitute an estoppel, merger or bar to any further

1 administrative or civil proceedings by the Department with respect to any matters which were not
2 specifically alleged to be causes for accusation in this proceeding.

3 * * *

4 DETERMINATION OF ISSUES

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

8 I

9 The acts and omissions of Respondent as described in the Accusation are
10 grounds for the suspension or revocation of Respondent's licenses and license rights under the
11 following Section 2715 of Title 10 of the California Code of Regulations (Regulations) and
12 Section 10177(d) of the Code.

13 * * *

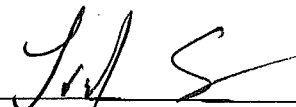
14 ORDER

15 I

- 16 1. All licenses and licensing rights of Respondent under the Real Estate Law are
17 publicly reprovod.
- 18 2. All licenses and licensing rights of Respondent are indefinitely suspended unless
19 or until Respondent pays the sum of \$569.12 for the Commissioner's reasonable cost of the
20 investigation and enforcement which led to this disciplinary action. Said payment shall be in the
21 form of a cashier's check or certified check made payable to the Real Estate Fund.

23 4 June 12

24 DATED




24 TRULY SUGHRUE
25 Counsel for Complainant

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I have read the Stipulation and Agreement, 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.

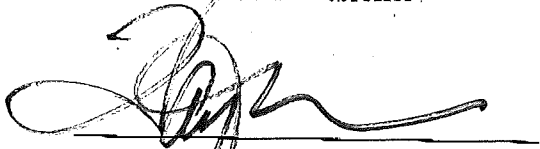
06/01/2012
DATED


PRAYBA TIPTON
Respondent

The foregoing Stipulation and Agreement is hereby adopted as my Decision and shall become effective at 12 o'clock noon on AUG 20 2012

IT IS SO ORDERED July 11, 2012.

Real Estate Commissioner



By WAYNE S. BELL
Chief Counsel