

1 DEPARTMENT OF REAL ESTATE
2 P. O. Box 187007
3 Sacramento, CA 95818-7007
4 Telephone: (916) 227-2380
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FILED

AUG 27 2013

BUREAU OF REAL ESTATE

By J. Jones

8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of)
12)
13 LEGACY MORTGAGE AND REAL ESTATE,))
14 INC. and ALI HASHEMI)
15 Respondents.)

DRE No. H-5854 SAC

STIPULATION AND AGREEMENT
IN SETTLEMENT AND ORDER

16 It is hereby stipulated by and between LEGACY MORTGAGE AND REAL
17 ESTATE, INC. (LMRE) and ALI HASHEMI (HASHEMI), (collectively Respondents,
18 sometimes), and the Complainant, acting by and through Richard K. Uno, Counsel for the
19 Department of Real Estate; as follows for the purpose of settling and disposing of the
20 Accusation filed on August 1, 2012, in this matter:

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

26 2. Respondents have received, read and understand the Statement to Respondent,
27 the Discovery Provisions of the APA and the Accusation filed by the Department of Real Estate

1 in this proceeding.

2 3. On or about August 8, 2012, Respondents filed a Notice of Defense pursuant to
3 Section 11505 of the Government Code for the purpose of requesting a hearing on the allegations
4 in the Accusation. Respondents hereby freely and voluntarily withdraw said Notice of Defense.
5 Respondents acknowledge that they understand that by withdrawing said Notice of Defense they
6 will thereby waive their right to require the Commissioner to prove the allegations in the
7 Accusation at a contested hearing held in accordance with the provisions of the APA and that
8 they will waive other rights afforded to it in connection with the hearing such as the right to
9 present evidence in defense of the allegations in the Accusation and the right to cross-examine
10 witnesses.

11 4. Respondents, pursuant to the limitations set forth below, hereby admit that the
12 factual allegations or findings of fact as set forth in the Accusation filed in this proceeding are
13 true and correct and the Real Estate Commissioner shall not be required to provide further
14 evidence of such allegations.

15 5. It is understood by the parties that the Real Estate Commissioner may adopt
16 the Stipulation and Agreement In Settlement and Order as his Decision in this matter, thereby
17 imposing the penalty and sanctions on Respondents' real estate licenses and license rights as set
18 forth in the below "Order". In the event that the Commissioner in his discretion does not adopt
19 the Stipulation and Agreement In Settlement and Order, it shall be void and of no effect, and
20 Respondents shall retain the rights to a hearing and proceeding on the Accusation under all the
21 provisions of the APA and shall not be bound by any admission or waiver made herein.

22 6. The Order or any subsequent Order of the Real Estate Commissioner made
23 pursuant to this Stipulation and Agreement In Settlement and Order shall not constitute an
24 estoppel, merger or bar to any further administrative or civil proceedings by the Department of
25 Real Estate with respect to any matters which were not specifically alleged to be causes for
26 accusation in this proceeding.

1 exercised, and the Real Estate Commissioner may by appropriate order suspend, prior to a
2 hearing, the right to exercise any privileges granted under this restricted license in the event of:

3 (1) The conviction of HASHEMI (including a plea of nolo contendere)
4 of a crime which is substantially related to HASHEMI's fitness or
5 capacity as a real estate licensee; or

6 (2) The receipt of evidence that HASHEMI has violated provisions
7 of the California Real Estate Law, the Subdivided Lands Law,
8 Regulations of the Real Estate Commissioner, or conditions
9 attaching to this restricted license.

10 b. HASHEMI shall not be eligible to apply for the issuance of an unrestricted
11 real estate license nor the removal of any of the conditions, limitations, or restrictions attaching
12 to the restricted license until two (2) years have elapsed from the date of issuance of the
13 restricted license to HASHEMI.

14 c. With the application for license, or with the application for transfer to a new
15 employing broker, HASHEMI shall submit a statement signed by the prospective employing
16 real estate broker on a form approved by the Department which shall certify as follows:

17 (1) That the employing broker has read the Decision which is the
18 basis for the issuance of the restricted license; and

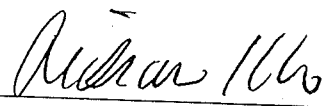
19 (2) That the employing broker will carefully review all transaction
20 documents prepared by the restricted licensee and otherwise
21 exercise close supervision over the licensee's performance of acts
22 for which a license is required.

23 d. HASHEMI shall, within nine (9) months from the effective date of this Order,
24 present evidence satisfactory to the Real Estate Commissioner that HASHEMI has, since the
25 most recent issuance of an original or renewal real estate license, taken and successfully
26 completed the continuing education requirements as specified in subdivision (a) of Section
27 10170.5 of the Business and Professions Code. If HASHEMI fails to satisfy this condition, the

1 Commissioner may order the suspension of the restricted license until HASHEMI presents such
2 evidence. The Commissioner shall afford HASHEMI the opportunity for hearing pursuant to the
3 Administrative Procedure Act to present such evidence.

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6 2. All licenses and licensing rights of HASHEMI are indefinitely suspended
7 unless or until HASHEMI pays the sum of \$4,713.05 for the Commissioner's reasonable cost of
8 the investigation and enforcement which led to this disciplinary action. Said payment shall be in
9 the form of a cashier's check or certified check made payable to the Real Estate Fund.

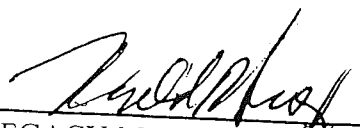
10 6/17/13
11 DATED


12 RICHARD K. UNO, Counsel
13 DEPARTMENT OF REAL ESTATE

14 * * *

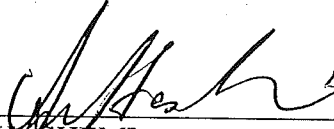
15 I have read the Stipulation and Agreement in Settlement and Order and its terms
16 are understood by me and are agreeable and acceptable to me. I understand that I am waiving
17 rights given to me by the California Administrative Procedure Act (including but not limited
18 to Sections 11506, 11508, 11509 and 11513 of the Government Code), and I willingly,
19 intelligently, and voluntarily waive those rights, including the right of requiring the
20 Commissioner to prove the allegations in the Accusation at a hearing at which I would have the
21 right to cross-examine witnesses against me and to present evidence in defense and mitigation
22 of the charges.

23
24 6/10/13
25 DATED


26 LEGACY MORTGAGE AND REAL
27 ESTATE, INC.
By the Designated Officer,

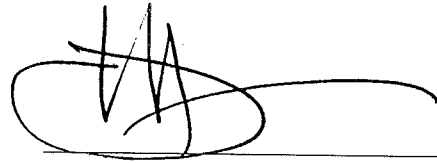
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6/10/13
DATED


ALI HASHEMI

The foregoing Stipulation and Agreement In Settlement and Order is hereby
adopted by the Real Estate Commissioner as his Decision and Order and shall become effective
at 12 o'clock noon on SEP 17 2013

IT IS SO ORDERED July 31, 2013



By: JEFFREY MASON
Chief Deputy Commissioner