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	1	DEPARTMENT OF REAL ESTATE FILED
	2	P. O. Box 187007
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	4	Telephone: (916) 227-2380
	5	By d. pro
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	8	BEFORE THE DEPARTMENT OF REAL ESTATE
	9	STATE OF CALIFORNIA
	10	* * *
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	12	In the Matter of the Accusation of DRE No. H-5854 SAC
	13	LEGACY MORTGAGE AND REAL ESTATE,)
	14	INC. and ALI HASHEMI) STIPULATION AND AGREEMENT) IN SETTLEMENT AND ORDER
	15	Respondents.)
	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 he submitted and in strative Procedure Act
	25	("APA"), shall instead and in place thereof be submitted solely on the basis of the provisions of this Stipulation and Agreement In Settlement and Order.
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		2. Respondents have received, read and understand the Statement to Respondent,
_		the Discovery Provisions of the APA and the Accusation filed by the Department of Real Estate

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2 3. On or about August 8, 2012, Respondents filed a Notice of Defense pursuant to Section 11505 of the Government Code for the purpose of requesting a hearing on the allegations 3 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 will thereby waive their right to require the Commissioner to prove the allegations in the 6 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.

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

5. It is understood by the parties that the Real Estate Commissioner may adopt
the Stipulation and Agreement In Settlement and Order as his Decision in this matter, thereby
imposing the penalty and sanctions on Respondents' real estate licenses and license rights as set
forth in the below "Order". In the event that the Commissioner in his discretion does not adopt
the Stipulation and Agreement In Settlement and Order, it shall be void and of no effect, and
Respondents shall retain the rights 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.

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

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	1	7. HASHEMI understands that by agreeing to this Stipulation and Agreement,
	2	HASHEMI agrees to pay, pursuant to Section 10106 of the Code, the cost of the investigation
	3	and enforcement which resulted in the determination that Respondents committed the violations
	4	found in the Determination of Issues. The amount of said costs is \$4,713.05
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	6	DETERMINATION OF ISSUES
	7	By reason of the foregoing stipulations, admissions and waivers, and solely for
	8	the purpose of settlement of the pending Accusation without a hearing, it is stipulated and
	9	agreed that the acts and/or omissions of Respondent, as described in the Accusation, constitute
	10	grounds for the suspension or revocation of the licenses and license rights of LMRE, INC. under
	11	the provisions of Section $10177(g)$ of the Code and constitute grounds for the suspension or
	12	revocation of the licenses and license rights of HASHEMI.
	13	ORDER
	14	A. LEGACY MORTGAGE AND REAL ESTATE, INC.
	15	1. The corporate real estate broker license and license rights of Respondent,
	16	under the Real Estate Law are suspended for a period of ninety (90) days from the effective
	17	date of this Order; provided, however, that if LMRE petitions, forty-five (45) days of said
	18	suspension shall be stayed upon condition that:
	19	a. LMRE pays a monetary penalty pursuant to Section 10175.2 of the Code at
	20	the rate of \$100.00 per day for forty (45) days of the suspension for a total monetary penalty of
	21	\$4,500.00.
	22	b. Said payment shall be in the form of a cashier's check or certified check made
	23	payable to the Consumer Recovery Account of the Real Estate Fund. Said check must be
	24	received by the Department prior to the effective date of the Decision in this matter.
5	25	c. No further cause for disciplinary action against the real estate license of
	26	LMRE occurs within two (2) years from the effective date of the Decision in this matter.
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1 d. If LMRE fails to pay the monetary penalty in accordance with the terms and 2 conditions of the Decision, the Commissioner may, without a hearing, order the immediate 3 execution of all or any part of the stayed suspension in which event LMRE shall not be entitled 4 to any repayment nor credit, prorated or otherwise, for money paid to the Department under the 5 terms of this Decision.

e. If LMRE pays the monetary penalty, and if no further cause for disciplinary action against the real estate license of Respondent occurs within two (2) years from the effective date of the Decision, the stay hereby granted shall become permanent.

9 2. The remaining forty (45) days of said suspension shall be stayed for two (2) 10 years upon the following terms and conditions:

11 a. LMRE shall obey all laws, rules and regulations governing the rights, 12 duties and responsibilities of a real estate licensee in the State of California; and;

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

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ALI HASHEMI

1. All licenses and licensing rights of HASHEMI, under the Real Estate Law are revoked; provided, however, a restricted real estate salesperson license shall be issued to 20 21 HASHEMI pursuant to Section 10156.5 of the Business and Professions Code, if Respondent 22 makes application therefore and pays to the Department of Real Estate the appropriate fee for the 23 restricted license within 90 days from the effective date of this Decision. The restricted license 24 issued to HASHEMI shall be subject to all of the provisions of Section 10156.7 of the Business 25 and Professions Code and to the following limitations, conditions and restrictions imposed under 26 authority of Section 10156.6 of that Code:

a. The license shall not confer any property right in the privileges to be

	1 exercised and the Real Fatata Commission 1
	and the Real Estate Commissioner may by appropriate order suspend, prior to a
	including, the fight to exercise any privileges granted under this restricted license in the event of:
	(1) The conviction of HASHEMI (including a plea of nolo contendere)
4	of a crime which is substantially related to HASHEMI's fitness or
-	capacity as a real estate licensee; or
e	(2) The receipt of evidence that HASHEMI has violated provisions
7	of the California Real Estate Law, the Subdivided Lands Law,
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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
	the satisfy this condition, the
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Commissioner may order the suspension of the restricted license until HASHEMI presents such
 evidence. The Commissioner shall afford HASHEMI the opportunity for hearing pursuant to the
 Administrative Procedure Act to present such evidence.

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

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RICHARD K. UNO, Counsel DEPARTMENT OF REAL ESTATE

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

LEGACY MORTAGE AND REAL ESTATE, INC. By the Designated Officer,

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1, ALI IEMI 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 SEP 1 7 2013 at 12 o'clock noon on 31 ZOB IT IS SO ORDERED **By: JEFFREY MASON** Chief Deputy Commissioner - 7 -