

FILED

SEP 30 2013

BUREAU OF REAL ESTATE

By R. Jones

1 DEPARTMENT OF REAL ESTATE
2 P. O. Box 187007
3 Sacramento, CA 95818-7007

4 Telephone: (916) 227-0789

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8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of) DRE No. H-5929 SAC
12)
13 PARADISE MOUNTAIN REAL ESTATE, INC.) STIPULATION AND AGREEMENT
14 LEE ANN BRADY,) IN SETTLEMENT AND ORDER
15)
16 Respondents.)

17 It is hereby stipulated by and between PARADISE MOUNTAIN REAL
18 ESTATE, INC. (PMRE), and LEE ANN BRADY (BRADY), (collectively Respondents) and
19 the Complainant, acting by and through Richard K. Uno, Counsel for the Department of Real
20 Estate; as follows for the purpose of settling and disposing of the Accusation filed on December
21 14, 2012, in this matter:

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

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

1 of Real Estate in this proceeding.

2 3. On December 18, 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
4 allegations in the Accusation. Respondents hereby freely and voluntarily withdraw said Notice
5 of Defense. Respondents acknowledge that they understand that by withdrawing said Notice
6 of Defense they will thereby waive their rights to require the Commissioner to prove the
7 allegations in the Accusation at a contested hearing held in accordance with the provisions of
8 the APA and that they will waive other rights afforded to them in connection with the hearing
9 such as the right to present evidence in defense of the allegations in the Accusation and the
10 right to cross-examine witnesses.

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

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

24 6. The Order or any subsequent Order of the Real Estate Commissioner made
25 pursuant to this Stipulation and Agreement In Settlement and Order shall not constitute an
26 estoppel, merger or bar to any further administrative or civil proceedings by the Department of
27

1 Real Estate with respect to any matters which were not specifically alleged to be causes for
2 accusation in this proceeding.

3 7. BRADY understands that by agreeing to this Stipulation and Agreement In
4 Settlement and Order, BRADY agrees to pay, pursuant to Section 10148 of the Business and
5 Professions Code (Code), the cost of the audit which led to this disciplinary action. The
6 amount of said cost is \$5,259.73.

7 8. BRADY has received, read and understands the "Notice Concerning Costs of
8 Subsequent Audits". BRADY understands that by agreeing to this Stipulation and Agreement
9 in Settlement and Order, the findings set forth below in the DETERMINATION OF ISSUES
10 become final, and that the Commissioner may charge BRADY for the cost of any audit
11 conducted pursuant to Section 10148 of the Code to determine if the violations have been
12 corrected. The maximum costs of said audit will not exceed \$5,259.73.

12 DETERMINATION OF ISSUES

13 By reason of the foregoing stipulations, admissions and waivers, and solely for
14 the purpose of settlement of the pending Accusation without a hearing, it is stipulated and
15 agreed that the acts and/or omissions of Respondents, as described in the Accusation, constitute
16 grounds for the suspension or revocation of the licenses and license rights of PMRE under the
17 provisions of Sections 10145 and 10177(g) of the Code and constitute grounds for the
18 suspension or revocation of the licenses and license rights of BRADY under the provisions of
19 Section 10159.2 of the Code.

19 ORDER

20 PARADISE MOUNTAIN REAL ESTATE, INC.

21 1. The real estate broker license and license rights of PMRE under the Real
22 Estate Law are suspended for a period of thirty (30) days from the effective date of this Order;
23 provided, however, that if Respondent petitions, thirty (30) days of said suspension shall be
24 stayed upon the conditions that:

25 a) PMRE shall obey all laws, rules and regulations governing the rights, duties
26 and responsibilities of a real estate licensee in the State of California; and,
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1 time to and from the auditor's place of work and per diem. BRADY shall pay such cost within
2 sixty (60) days of receiving an invoice from the Commissioner detailing the activities
3 performed during the audit and the amount of time spent performing those activities. The
4 Commissioner may, in his discretion, vacate and set aside the stay order, if payment is not
5 timely made as provided for herein, or as provided for in a subsequent agreement between the
6 BRADY and the Commissioner. The vacation and the set aside of the stay shall remain in
7 effect until payment is made in full, or until BRADY enter into an agreement satisfactory to the
8 Commissioner to provide for payment. Should no order vacating the stay be issued, either in
9 accordance with this condition, the stay imposed herein shall become permanent.

10 3. All licenses and licensing rights of Respondents are indefinitely suspended
11 unless or until Respondents provide proof satisfactory to the Commission, of having cured the
12 shortages revealed in the audit including a shortage of \$806.59 on June 30, 2012 in Bank
13 Account #1 and a shortage of \$37.01 on June 30, 2012 in Trust Account #1.

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16 7/10/13

17 DATED

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21 RICHARD K. UNO, Counsel III
22 DEPARTMENT OF REAL ESTATE

23 * * *

24 I have read the Stipulation and Agreement in Settlement and Order and its terms
25 are understood by me and are agreeable and acceptable to me. I understand that I am waiving
26 rights given to me by the California Administrative Procedure Act (including but not limited to
27 Sections 11506, 11508, 11509 and 11513 of the Government Code), and I willingly,
intelligently, and voluntarily waive those rights, including the right of requiring the

1 Commissioner to prove the allegations in the Accusation at a hearing at which I would have the
2 right to cross-examine witnesses against me and to present evidence in defense and mitigation
3 of the charges.

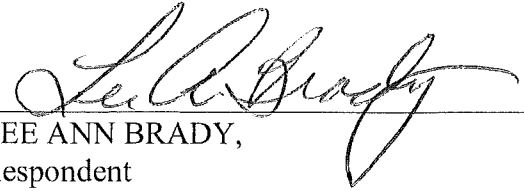
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5 7/8/13



6 PARADISE MOUNTAIN REAL ESTATE,
7 INC., by its Designated Officer
8 LEE ANN BRADY, Respondent

9 ***

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11 7/8/13



12 DATED

13 LEE ANN BRADY,
14 Respondent

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17 The foregoing Stipulation and Agreement is hereby adopted by the Real Estate
18 Commissioner as her Decision and Order and shall become effective at 12 o'clock noon on
19 OCT 21 2013

20 IT IS SO ORDERED SEPTEMBER 19, 2013



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24 By: JEFFREY MASON
25 Chief Deputy Commissioner
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