

1 submitted solely on the basis of the provisions of this
2 Stipulation and Agreement ("Stipulation").

3 2. Respondent has received, read and understands the
4 Statement to Respondent, the Discovery Provisions of the APA and
5 the Accusation, filed by the Department of Real Estate in this
6 proceeding.

7 3. Respondent timely filed a Notice of Defense
8 pursuant to Section 11506 of the Government Code for the purpose
9 of requesting a hearing on the allegations in the Accusation.
10 Respondent hereby freely and voluntarily withdraws said Notice
11 of Defense. Respondent acknowledges that she understands that
12 by withdrawing said Notice of Defense she will thereby waive her
13 right to require the Commissioner to prove the allegations in
14 the Accusation at a contested hearing held in accordance with
15 the provisions of the APA and that she will waive other rights
16 afforded to her in connection with the hearing such as the right
17 to present evidence in defense of the allegations in the
18 Accusation and the right to cross-examine witnesses.

19 4. This Stipulation is based on the factual
20 allegations contained in the Accusation filed in this
21 proceeding. In the interest of expedience and economy,
22 Respondent chooses not to contest these factual allegations, but
23 to remain silent and understands that, as a result thereof,
24 these factual statements, will serve as a prima facie basis for
25 the disciplinary action stipulated to herein. The Real Estate
26 Commissioner shall not be required to provide further evidence
27 to prove such allegations.
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1 5. This Stipulation and Respondent's decision not to
2 contest the Accusation are made for the purpose of reaching an
3 agreed disposition of this proceeding and are expressly limited
4 to this proceeding and any other proceeding or case in which the
5 Department of Real Estate ("Department"), or another licensing
6 agency of this state, another state or if the federal government
7 is involved and otherwise shall not be admissible in any other
8 criminal or civil proceedings.

9 6. It is understood by the parties that the Real
10 Estate Commissioner may adopt the Stipulation as his decision in
11 this matter thereby imposing the penalty and sanctions on
12 Respondent's real estate license and license rights as set forth
13 in the below "Order". In the event that the Commissioner in his
14 discretion does not adopt the Stipulation, the Stipulation shall
15 be void and of no effect, and Respondent shall retain the right
16 to a hearing on the Accusation under all the provisions of the
17 APA and shall not be bound by any stipulation or waiver made
18 herein.

19 7. The Order or any subsequent Order of the Real
20 Estate Commissioner made pursuant to this Stipulation shall not
21 constitute an estoppel, merger or bar to any further
22 administrative or civil proceedings by the Department of Real
23 Estate with respect to any conduct which was not specifically
24 alleged to be causes for accusation in this proceeding.

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1 3. No further cause for disciplinary action against
2 the real estate license of Respondent occurs within one year from
3 the effective date of the Decision in this matter.

4 4. If Respondent fails to pay the monetary penalty in
5 accordance with the terms and conditions of the Decision, the
6 Commissioner may, without a hearing, order the immediate
7 execution of all or any part of the stayed suspension in which
8 event the Respondent shall not be entitled to any repayment nor
9 credit, prorated or otherwise, for money paid to the Department
10 under the terms of this Decision.

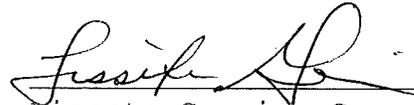
11 5. If Respondent pays the monetary penalty and if no
12 further cause for disciplinary action against the real estate
13 license of Respondent occurs within one year from the effective
14 date of the Decision, the stay hereby granted shall become
15 permanent.

16 II. Respondent shall within six months from the
17 effective date of this Decision, take and pass the Professional
18 Responsibility Examination administered by the Department
19 including the payment of the appropriate examination fee. If
20 Respondent fails to satisfy this condition, the Commissioner may
21 order suspension of Respondent's license until Respondent passes
22 the examination.

23 III. Respondent shall, within nine months from the
24 effective date of this Decision, present evidence satisfactory
25 to the Real Estate Commissioner that Respondent has, since the
26 most recent issuance of an original or renewal real estate
27 license, taken and successfully completed the continuing
28 education requirements of Article 2.5 of Chapter 3 of the Real

1 Estate Law for renewal of a real estate license. If Respondent
2 fails to satisfy this condition, the Commissioner may order the
3 suspension of Respondent's license until the Respondent presents
4 such evidence. The Commissioner shall afford Respondent the
5 opportunity for a hearing pursuant to the Administrative
6 Procedure Act to present such evidence.

7
8 DATED: 9-24-12


Lissete Garcia, Counsel for
the Department of Real Estate

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

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1 Respondent can signify acceptance and approval of the
2 terms and conditions of this Stipulation and Agreement by faxing
3 a copy of the signature page, as actually signed by Respondent,
4 to the Department at the following telephone/fax number:
5 (213) 576-6917. Respondent agrees, acknowledges and understands
6 that by electronically sending to the Department a fax copy of
7 her actual signature as it appears on the Stipulation and
8 Agreement, that receipt of the faxed copy by the Department
9 shall be as binding on Respondent as if the Department had
10 received the original signed Stipulation and Agreement.
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12 Further, if the Respondent is represented by counsel,
13 the Respondent's counsel can signify his agreement to the terms
14 and conditions of the Stipulation and Agreement by submitting
15 that signature via fax. The Commissioner has asked that within
16 24 hours of obtaining Respondent's signature to the agreement,
17 Respondent's counsel shall deposit in the mail the original
18 settlement/stipulation containing the original signatures of
19 both the Respondent and Respondent's counsel.
20

21 DATED: September 14, 2012

Natalie Carol Benjamin
NATALIE CAROL BENJAMIN
Respondent

22 DATED: September 17, 2012

Scott A. Kron
SCOTT A. KRON, ESQ.
Counsel for Respondent
Approved as to Form

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1 The foregoing Stipulation and Agreement is hereby
2 adopted as my Decision in this matter, and shall become
3 effective at 12 o'clock noon on January 8, 2013.

4 IT IS SO ORDERED

11/13/2012

5 Real Estate Commissioner

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8 By WAYNE S. BELL
9 Chief Counsel

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