

FILED

OCT -2 2012

1 Department of Real Estate
2 320 W. 4th St., Room 350
3 Los Angeles, California 90013
4 Telephone: (213) 576-6982

DEPARTMENT OF REAL ESTATE
BY: *[Signature]*

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8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of) No. H-37685 LA
12) L-2011 121 045
13 PANAMERICAN MORTGAGE;)
14 and KEVIN TABATABAI) STIPULATION AND AGREEMENT
15 individually and as)
16 designated officer of)
17 Panamerican Mortgage,)
18 Respondents.)

19 It is hereby stipulated by and between PANAMERICAN
20 MORTGAGE, and KEVIN TABATABAI (sometimes referred to as
21 Respondents), and their attorney, Frank M. Buda, and the
22 Complainant, acting by and through James R. Peel, Counsel for
23 the Department of Real Estate, as follows for the purpose of
24 settling and disposing of the Accusation filed on November 16,
25 2011, in this matter.

26 1. All issues which were to be contested and all
27 evidence which was to be presented by Complainant and

1 Respondents at a formal hearing on the Accusation; which hearing
2 was to be held in accordance with the provisions of the
3 Administrative Procedure Act ("APA"), shall instead and in place
4 thereof be submitted solely on the basis of the provisions of
5 this Stipulation and Agreement ("Stipulation").

6 2. Respondents have received, read and understand the
7 Statement to Respondent; the Discovery Provisions of the
8 Administrative Procedure Act ("APA") and the Accusation filed by
9 the Department of Real Estate in this proceeding.

10 3. On December 2, 2011, Respondents filed a Notice of
11 Defense pursuant to Section 11506 of the Government Code for the
12 purpose of requesting a hearing on the allegations in the
13 Accusation. Respondents hereby freely and voluntarily withdraw
14 said Notices of Defense. Respondents acknowledge that they
15 understand that by withdrawing said Notices of Defense they will
16 thereby waive their right to require the Commissioner to prove
17 the allegations in the Accusation at a contested hearing held in
18 accordance with the provisions of the APA and that they will
19 waive other rights afforded to them in connection with the
20 hearing, such as the right to present evidence in defense of the
21 allegations in the Accusation and the right to cross-examine
22 witnesses.

23 4. This Stipulation is based on the factual
24 allegations contained in the Accusation filed in this
25 proceeding. In the interest of expedience and economy,
26 Respondents choose not to contest these factual allegations, but
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1 to remain silent and understand that, as a result thereof, these
2 factual statements, will serve as a prima facie basis for the
3 disciplinary action stipulated to herein. The Real Estate
4 Commissioner shall not be required to provide further evidence
5 to prove such allegations.

6 5. This Stipulation and Respondents' decision not to
7 contest the Accusation is made for the purpose of reaching an
8 agreed disposition of this proceeding and is expressly limited
9 to this proceeding and any other proceeding or case in which the
10 Department of Real Estate ("Department"), the state or federal
11 government, or an agency of this state, another state or the
12 federal government is involved.

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

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

1 Estate with respect to any conduct which was not specifically
2 alleged to be causes for accusation in this proceeding.

3 DETERMINATION OF ISSUES

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

8 The conduct, acts and/or omissions of Respondents
9 PANAMERICAN MORTGAGE, and KEVIN TABATABAI, as set forth in the
10 Accusation, constitute cause for the suspension or revocation of
11 all of the real estate licenses and license rights of
12 Respondents under the provisions of Section 10177(g) of the
13 Business and Professions Code ("Code").

14 ORDER

15 All licenses and licensing rights of Respondents
16 PANAMERICAN MORTGAGE, and KEVIN TABATABAI under the Real Estate
17 Law are suspended for a period of sixty (60) days from the
18 effective date of this Decision; provided, however, that sixty
19 (60) days of said suspension shall be stayed for two (2) years
20 upon the following terms and conditions:

21 1. Respondents shall obey all laws, rules and
22 regulations governing the rights, duties and responsibilities of
23 a real estate licensee in the State of California; and

24 2. That no final subsequent determination be made,
25 after hearing or upon stipulation that cause for disciplinary
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1 action occurred within two (2) years of the effective date of
2 this Decision. Should such a determination be made, the
3 Commissioner may, in his discretion, vacate and set aside the
4 stay order and reimpose all or a portion of the stayed
5 suspension. Should no such determination be made, the stay
6 imposed herein shall become permanent.

7 3. Respondent TABATABAI shall, within six months from
8 the effective date of this Decision, take and pass the
9 Professional Responsibility Examination administered by the
10 Department including the payment of the appropriate examination
11 fee. If Respondent fails to satisfy this condition, the
12 Commissioner may order suspension of Respondent's license until
13 Respondent passes the examination.

14 4. All licenses and licensing rights of Respondent
15 TABATABAI are indefinitely suspended unless or until Respondent
16 provides proof satisfactory to the Commissioner, of having taken
17 and successfully completed the continuing education course on
18 trust fund accounting and handling specified in paragraph (3) of
19 subdivision (a) of Section 10170.5 of the Business and
20 Professions Code. Proof of satisfaction of this requirement
21 includes evidence that Respondent has successfully completed the
22 trust fund account and handling continuing education course
23 within 120 days prior to the effective date of the Decision in
24 this matter.

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1 5. Pursuant to Section 10148 of the Business and
2 Professions Code, Respondents PANAMERICAN MORTGAGE and KEVIN
3 TABATABAI shall pay the Commissioner's reasonable cost for the
4 audit which led to this disciplinary action and a subsequent
5 audit to determine if Respondent PANAMERICAN MORTGAGE has
6 corrected the violations found in the Determination of Issues.
7 In calculating the amount of the Commissioner's reasonable cost,
8 the Commissioner may use the estimated average hourly salary for
9 all persons performing audits of real estate brokers, and shall
10 include an allocation for travel costs, including mileage, time
11 to and from the auditor's place of work and per diem.
12 Respondents shall pay such cost within 45 days of receiving an
13 invoice from the Commissioner detailing the activities performed
14 during the audit and the amount of time spent performing those
15 activities. The Commissioner may, in his discretion, vacate and
16 set aside the stay order, if payment is not timely made as
17 provided for herein, or as provided for in a subsequent
18 agreement between the Respondents and the Commissioner. The
19 vacation and the set aside of the stay shall remain in effect
20 until payment is made in full, or until Respondents enter into
21 an agreement satisfactory to the Commissioner to provide for
22 payment. Should no order vacating the stay be issued, either in
23 accordance with this condition or the conditions set forth
24 above, the stay imposed herein shall become permanent.
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4 DATED:

Aug-3, 2012

James R. Peel
JAMES R. PEEL, Counsel for the
Department of Real Estate

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7 We have read the Stipulation and Agreement, discussed
8 it with our Counsel, and its terms are understood by us and are
9 agreeable and acceptable to us. We understand that we are
10 waiving rights given to us by the California Administrative
11 Procedure Act (including but not limited to Sections 11506,
12 11508, 11509 and 11513 of the Government Code), and we
13 willingly, intelligently and voluntarily waive those rights,
14 including the right of requiring the Commissioner to prove the
15 allegations in the Accusation at a hearing at which we would
16 have the right to cross-examine witnesses against us and to
17 present evidence in defense and mitigation of the charges.

18 Respondents can signify acceptance and approval of the
19 terms and conditions of this Stipulation and Agreement by faxing
20 a copy of the signature page, as actually signed by Respondents,
21 to the Department at the following telephone/fax number:
22 (213) 576-6917. Respondents agree, acknowledge and understand
23 that by electronically sending to the Department a fax copy of
24 his or her actual signature as it appears on the Stipulation and
25 Agreement, that receipt of the faxed copy by the Department
26 shall be as binding on Respondents as if the Department had
27 received the original signed Stipulation and Agreement.

08/02/2012 THU 11:47 FAX *** Frank Buda

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Further, if the Respondents are represented, the Respondents' counsel can signify his or her agreement to the terms and conditions of the Stipulation and Agreement by submitting that signature via fax.

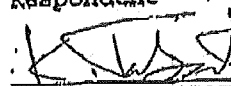
DATED:

8/2/2012


PANAMERICAN MORTGAGE
Respondent

DATED:

8/2/2012


KEVIN TABATABAI
Respondent

DATED:

8-2-12


FRANK M. BUDA,
Counsel for Respondents

* * *

The foregoing Stipulation and Agreement is hereby adopted as my Decision and Order in this matter, and shall become effective at 12 o'clock noon on _____

IT IS SO ORDERED _____

Real Estate Commissioner

Further, if the Respondents are represented, the Respondents' counsel can signify his or her agreement to the terms and conditions of the Stipulation and Agreement by submitting that signature via fax.

DATED: _____

PANAMERICAN MORTGAGE
Respondent

DATED: _____

KEVIN TABATABAI
Respondent

DATED: _____

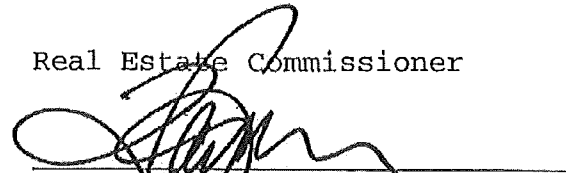
FRANK M. BUDA,
Counsel for Respondents

* * *

The foregoing Stipulation and Agreement is hereby
adopted as my Decision and Order in this matter, and shall
become effective at 12 o'clock noon on OCT 22 2012

IT IS SO ORDERED 9/5/2012

Real Estate Commissioner


By WAYNE S. BELL
Chief Counsel