

1 Department of Real Estate
2 320 W. 4TH Street, Suite 350
3 Los Angeles, CA 90013-1105

4 Telephone: (213) 576-6982

FILED

SEP 17 2015

BUREAU OF REAL ESTATE

By 

8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of)
12) No. H-37809 LA
13 HARVARD & HAMPTON FINANCIAL; and,) L-2012020665
14 RAUL MUNOZ, individually and as designated)
15 officer of Harvard & Hampton Financial,) STIPULATION AND AGREEMENT
16 Respondents.)

17 It is hereby stipulated by and between Respondent RAUL MUNOZ, (sometimes
18 referred to as "Respondent"), and the Complainant, acting by and through Elliott Mac Lennan,
19 Counsel for the Department of Real Estate, as follows for the purpose of settling and disposing of
20 the Accusation filed on January 25, 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 Respondent at a formal hearing on the Accusation, which hearing
23 was to be held in accordance with the provisions of the Administrative Procedure Act ("APA"),
24 shall instead and in place thereof be submitted solely on the basis of the provisions of this
25 Stipulation and Agreement ("Stipulation").

26 2. Respondent has received, read and understands 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. Respondent filed a Notice of Defense pursuant to Section 11506 of the
3 Government Code for the purpose of requesting a hearing on the allegations in the Accusation.
4 Respondent hereby freely and voluntarily withdraws said Notice of Defense. Respondent
5 acknowledges that he understands that by withdrawing said Notice of Defense he thereby waives
6 his right to require the Commissioner to prove the allegations in the Accusation at a contested
7 hearing held in accordance with the provisions of the APA and that he will waive other rights
8 afforded to him in connection with the hearing such as the right to present evidence in his
9 defense the right to cross-examine witnesses.

10 4. This Stipulation is based on the allegations contained in the Accusation. In the
11 interest of expedience and economy Respondent chooses not to contest these allegations but to
12 remain silent and understands that, as a result thereof, these allegations, without being admitted
13 or denied, will serve as a prima facie basis for the disciplinary action stipulated to herein. The
14 Real Estate Commissioner shall not be required to provide further evidence to prove said
15 allegations.

16 5. This Stipulation is made for the purpose of reaching an agreed disposition of
17 this proceeding and is expressly limited to this proceeding and any other proceeding or case in
18 which the Department of Real Estate ("Department"), or another licensing agency of this state,
19 another state or if the federal government is involved, and otherwise shall not be admissible in
20 any other criminal or civil proceeding.

21 6. It is understood by the parties that the Real Estate Commissioner may adopt
22 this Stipulation as ^{his} ~~her~~ Decision in this matter thereby imposing the penalty and sanctions on
23 Respondent's real estate license and license rights as set forth in the below "Order". In the event
24 that the Commissioner in his discretion does not adopt the Stipulation, the Stipulation shall be
25 void and of no effect and Respondent shall retain the right to a hearing and proceeding on the
26 Accusation under the provisions of the APA and shall not be bound by any stipulation or waiver
27 made herein.

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

5 8. Respondent understands that by agreeing to this Stipulation, Respondent agrees
6 to pay, pursuant to Business and Professions Code Section 10148, the cost of the audit of
7 Harvard & Hampton Financial. The amount of said cost for the original audit (LA 100062) is
8 \$5,206.00.

9 9. Respondent has received, read, and understands the "Notice Concerning Costs
10 of Subsequent Audit". Respondent further understands that by agreeing to this Stipulation, the
11 findings set forth below in the Determination of Issues become final, and the Commissioner may
12 charge Respondent for the cost of any subsequent audit conducted pursuant to Business and
13 Professions Code Section 10148 to determine if the violations have been corrected. The
14 maximum cost of the follow-up audit will not exceed \$5,206.00.

15 10. Respondent understands that by agreeing to this Stipulation, Respondent
16 agrees to pay, pursuant to Business and Professions Code Section 10106, the cost of the
17 investigation and enforcement of this matter. The amount of said cost is \$547.80.

18 DETERMINATION OF ISSUES

19 By reason of the foregoing, it is stipulated and agreed that the following
20 determination of issues shall be made:

21 I.

22 The conduct of RAUL MUNOZ, as described in Paragraph 4, herein above, is in
23 violation of Sections 10085, 10145, 10146, 10148, 10159.2, 10162, 10236.4, 10240 and 10241
24 of the Business and Professions Code ("Code") and Sections 2715, 2725, 2831, 2831.1, 2831.2,
25 2832, 2840, 2840.1, 2970, and 2972 of Chapter 6 of the California Code of Regulations
26 ("Regulations") and is a basis for discipline of Respondent's license and license rights as a
27 violation of the Real Estate Law pursuant to Code Sections 10177(d), 10177(g) and 10177(h).

1 to try and locate the aforesaid borrower. Repayments shall then be made to the addresses
 2 recommended by the locator service. (3) If unable to effect repayment after using a locator
 3 service, Respondent shall provide reasonable proof satisfactory to the Commissioner of his
 4 efforts to comply with the provisions of this paragraph. (4) If the Commissioner determines that
 5 proof to be unsatisfactory, the Commissioner shall so advise Respondent, and indicate what
 6 additional reasonable efforts should be made to make repayment to a borrower. (5) If the
 7 Commissioner determines that reasonable efforts have been made to locate the borrower without
 8 success, said monies shall escheat to the State of California. (6) If the Commissioner determines
 9 that proof to be unsatisfactory and that reasonable efforts have not been made to locate the
 10 borrower, the Commissioner may, by separate order, suspend Respondent's license until such
 11 proof is obtained or until Respondent enters into a separate agreement satisfactory to the Real
 12 Estate Commissioner.
 13
 14

15 Table: Restitution to Loan Modification Borrower- Applicants

Borrower	Advance Fees Collected
Hun W.	\$3,500
Brandon O.	\$3,500
Claudia M.	\$3,500
Mike/Erica V.	\$3,500
Oanh N.	\$1,500
Total Restitution Due	\$15,500

23 V.

24 All proof of compliance required by this Order, shall be sent to the attention of
 25 Elliott Mac Lennan, Counsel, Legal Section, Department of Real Estate, 320 W. Fourth St., Suite
 26 350, Los Angeles, California 90013-1105.
 27

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

DATED: _____

ELLIOTT MAC LENNAN, Counsel for
Department of Real Estate

* * *

EXECUTION OF THE STIPULATION

I have read the Stipulation and Agreement. Its terms are understood by me and are agreeable and acceptable to me. I understand that I am waiving rights given to me by the California Administrative Procedure Act (including but not limited to 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 Commissioner to prove the allegations in the Accusation at a hearing at which I would have the right to cross-examine witnesses against me and to present evidence in defense and mitigation of the charges.

Respondent can signify acceptance and approval of the terms and conditions of this Stipulation by faxing a copy of its signature page, as actually signed by Respondent, to the Department at the following facsimile number: Elliott Mac Lennan at (213) 576-6917. Respondent agrees, acknowledges and understands that by electronically sending to the Department a fax copy of Respondent' actual signature as they appear on the Stipulation, that receipt of the faxed copy by the Department shall be as binding on Respondent as if the Department had received the original signed Stipulation.

DATED: _____

RAUL MUNOZ,
Respondent

DATED: _____

KURT ELKINS, ESQ.
Attorney for Respondent

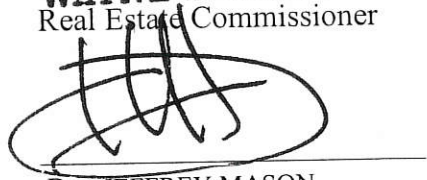
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

* * *

The foregoing Stipulation and Agreement is hereby adopted as my Decision as to
Respondent RAUL MUNOZ and shall become effective at 12 o'clock noon on
OCT 08 2015.

IT IS SO ORDERED SEPTEMBER 9, 2015

WAYNE S. BELL
Real Estate Commissioner



By: JEFFREY MASON
Chief Deputy Commissioner