

1 Department of Real Estate  
2 320 West 4th Street, Suite 350  
3 Los Angeles, CA 90013-1105

4 Telephone: (213) 576-6982

FILED

JAN 03 2013

DEPARTMENT OF REAL ESTATE

BY: 

9 BEFORE THE DEPARTMENT OF REAL ESTATE

10 STATE OF CALIFORNIA

11 \* \* \*

12 In the Matter of the Accusation

No. H-38037 LA

No. L-2012070888

14 UNITED PROVIDENCE FUNDING )  
15 INC.; and MAURICE IRVING )  
16 MITCHELL, individually, and )  
17 as designated officer for )  
18 United Providence Funding )  
19 Inc., )  
Respondents. )

STIPULATION AND  
AGREEMENT

20 It is hereby stipulated by and between MAURICE IRVING  
21 MITCHELL, individually, and as designated officer for United  
22 Providence Funding Inc., (sometimes referred to as  
23 "Respondent") and the Complainant, acting by and through Cheryl  
24 D. Keily, Counsel for the Department of Real Estate, as follows  
25 for the purpose of settling and disposing of the Accusation  
26 filed on April 11, 2012, in this matter.

1           1. All issues which were to be contested and all  
2 evidence which was to be presented by Complainant and Respondent  
3 at a formal hearing on the Accusation, which hearing was to be  
4 held in accordance with the provisions of the Administrative  
5 Procedure Act (APA), shall instead and in place thereof be  
6 submitted solely on the basis of the provisions of this  
7 Stipulation and Agreement.  
8

9           2. Respondent has received, read and understands the  
10 Statement to Respondent, the Discovery Provisions of the APA and  
11 the Accusation filed by the Department of Real Estate  
12 ("Department") in this proceeding.  
13

14           3. On June 26, 2012, Respondent filed a Notice of  
15 Defense, pursuant to Section 11506 of the Government Code for  
16 the purpose of requesting a hearing on the allegations in the  
17 Accusation. Respondent hereby freely and voluntarily withdraws  
18 said Notice of Defense. Respondent acknowledges that he  
19 understands that by withdrawing said Notice of Defense he will  
20 thereby waive his right to require the Commissioner to prove the  
21 allegations in the Accusation at a contested hearing held in  
22 accordance with the provisions of the APA and that he will waive  
23 other rights afforded to him in connection with the hearing,  
24 such as the right to present evidence in defense of the  
25 allegations in the Accusation and the right to cross-examine  
26 witnesses.  
27

1                   4. It is understood by the parties that the Real  
2 Estate Commissioner may adopt the Stipulation and Agreement as  
3 his decision in this matter, thereby imposing the penalty and  
4 sanctions on Respondent's real estate licenses and license  
5 rights as set forth in the below "Order". In the event that  
6 the Commissioner in his discretion does not adopt the  
7 Stipulation and Agreement, it shall be void and of no effect,  
8 and Respondent shall retain the right to a hearing and  
9 proceeding on the Accusation under all the provisions of the  
10 APA and shall not be bound by any admission or waiver made  
11 herein.  
12

13  
14                   5. This Stipulation is based on the factual  
15 allegations contained in the Accusation. In the interest of  
16 expediency and economy, Respondent chooses not to contest these  
17 allegations, but to remain silent and understand that, as a  
18 result thereof, these factual allegations, without being  
19 admitted or denied, will serve as a prima facie basis for the  
20 disciplinary action stipulated to herein. The Real Estate  
21 Commissioner shall not be required to provide further evidence  
22 to prove said factual allegations.  
23

24                   6. This Stipulation and Respondents' decision not to  
25 contest the Accusation are made for the purpose of reaching an  
26 agreed disposition of this proceeding, and are expressly  
27 limited to this proceeding and any other proceeding or case in

1 which the Department of Real Estate, or another licensing  
2 agency of this state, another state or the federal government  
3 is involved and otherwise shall not be admissible in any other  
4 criminal or civil proceedings.

5  
6 7. The Order or any subsequent Order of the Real  
7 Estate Commissioner made pursuant to this Stipulation and  
8 Agreement shall not constitute an estoppel, merger or bar to any  
9 further administrative or civil proceedings by the Department of  
10 Real Estate with respect to any matters which were not  
11 specifically alleged to be causes for accusation in this  
12 proceeding.  
13

14 DETERMINATION OF ISSUES

15 By reason of the foregoing stipulations, admissions  
16 and waivers and solely for the purpose of settlement of the  
17 pending Accusation without a hearing, it is stipulated and  
18 agreed that the following determination of issues shall be  
19 made:  
20

21 The Conduct of Respondent, as described in the  
22 Accusation, is grounds for the suspension or revocation of all  
23 of the real estate licenses and license rights of Respondent  
24 under the provisions of Business and Professions Code ("Code")  
25 Sections 10159.2 and 10177(h).

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ORDER

WHEREFORE, THE FOLLOWING ORDER is hereby made:

1. All licenses and licensing rights of Respondent

MAURICE IRVING MITCHELL under the Real Estate Law are suspended for a period of thirty (30) days from the effective date of this Decision; provided, however, that the entire period of said suspension shall be stayed for two (2) years upon the following terms and conditions:

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

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

DATED: Nov 20, 2012

Cheryl D. Keily  
CHERYL D. KEILY, Counsel  
DEPARTMENT OF REAL ESTATE

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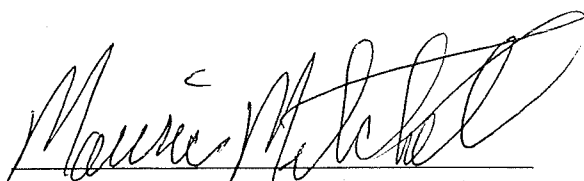
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2 \* \* \*

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

15 Respondent can signify acceptance and approval of the  
16 terms and conditions of this Stipulation and Agreement by  
17 faxing a copy of its signature page, as actually signed by  
18 Respondent, to the Department at the following telephone/fax  
19 number (213) 576-6917 or by e-mailing a copy of its signature  
20 page to Cheryl.Keily@dre.ca.gov. Respondent agrees,  
21 acknowledges, and understands that by electronically sending to  
22 the Department a fax or e-mailed copy of his actual signature  
23 as it appears on the Stipulation and Agreement, that receipt of  
24 the faxed or e-mailed copy by the Department shall be as  
25 binding on Respondent as if the Department had received the  
26 original signed Stipulation and Agreement.  
27

1  
2 DATED: 11-20-12



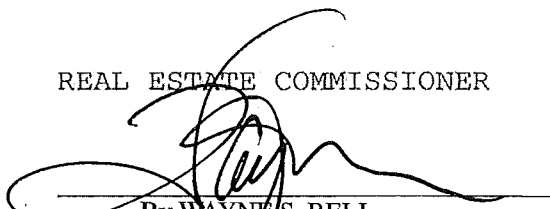
MAURICE IRVING MITCHELL  
Respondent

3  
4  
5  
6 \* \* \*

7 The foregoing Stipulation and Agreement is hereby  
8 adopted as my Decision in this matter and shall become  
9 effective at 12 o'clock noon on JAN 23 2013, 2013.

10 IT IS SO ORDERED December 17, 2012.

11  
12  
13 REAL ESTATE COMMISSIONER



14  
15 By WAYNE S. BELL  
16 Chief Counsel