

1 Department of Real Estate
2 320 West 4th Street, Ste. 350
3 Los Angeles, California 90013-1105
4 Telephone: (213) 576-6982

FILED

MAR 28 2013

DEPARTMENT OF REAL ESTATE
BY: *R. M. DeLoach*

8 BEFORE THE DEPARTMENT OF REAL ESTATE

9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of)	No. H-38311 LA
12)	2012090673
13 AMERICAN EMPIRE MORTGAGE, INC.,)	
14 and CESAR A. HAASLER, individually and)	
15 as a designated officer of American Empire)	<u>STIPULATION</u>
16 Mortgage, Inc.,)	<u>AND</u>
17 Respondents.)	<u>AGREEMENT</u>
18)	
19)	

18 It is hereby stipulated by and between Respondents AMERICAN EMPIRE
19 MORTGAGE, INC. and CESAR A. HAASLER, individually and as designated officer of
20 American Empire Mortgage, Inc. (collectively "Respondents"), represented by William F.
21 Turner, Esq. and the Complainant, acting by and through Diane Lee, Counsel for the Department
22 of Real Estate, as follows for the purpose of settling and disposing of the Accusation
23 ("Accusation") filed on July 31, 2012, in this matter:

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

1 Stipulation and Agreement (“Stipulation”).

2 2. Respondents have received and read, and understand the Statement to
3 Respondent, the Discovery Provisions of the APA, and the Accusation filed by the Department of
4 Real Estate in this proceeding.

5 3. Respondents timely filed a Notice of Defense pursuant to California
6 Government Code Section 11506 for the purpose of requesting a hearing on the allegations in the
7 Accusation. Respondents hereby freely and voluntarily withdraw said Notice of Defense.
8 Respondents acknowledges that they understands that by withdrawing said Notice of Defense
9 they thereby waive their right to require the Commissioner to prove the allegations in the
10 Accusation at a contested hearing held in accordance with the provisions of the APA and that
11 they will waive other rights afforded to them in connection with the hearing such as the right to
12 present evidence in their defense and the right to cross-examine witnesses.

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

19 5. This Stipulation is made for the purpose of reaching an agreed disposition of
20 this proceeding and is expressly limited to this proceeding and any other proceeding or case in
21 which the Department of Real Estate, the state or federal government, or any agency of this state,
22 or another state or federal government is involved.

23 6. It is understood by the parties that the Real Estate Commissioner may adopt
24 this Stipulation as his Decision in this matter thereby imposing the penalty and sanctions on
25 Respondents’ real estate licenses and license rights as set forth in the “Order” herein below. In
26 the event that the Commissioner in his discretion does not adopt this Stipulation, it shall be void
27 and of no effect and Respondents shall retain the right to a hearing and proceeding on the

1 Accusation under the provisions of the APA and shall not be bound by this Stipulation and
2 Agreement herein.

3 7. The Order or any subsequent Order of the Real Estate Commissioner made
4 pursuant to this Stipulation and Agreement herein shall not constitute an estoppel, merger, or bar
5 to any further administrative or civil proceedings by the Department of Real Estate with respect
6 to any matters which were not specifically alleged to be causes for Accusation in this proceeding,
7 but do constitute a bar, estoppel, and merger as to any allegations specifically and actually
8 contained in the Accusation against Respondent herein.

9 8. Respondent understands that by agreeing to this Stipulation and Agreement,
10 Respondent CESAR A. HAASLER agrees to pay, pursuant to California Business and
11 Professions Code Section 10148, the cost of the audit of American Empire Mortgage, Inc. The
12 amount of said cost for the original audit (SD090061) is \$1,824.00.

13 9. Respondent CESAR A. HAASLER understands that by agreeing to this
14 Stipulation and Agreement, Respondent CESAR A. HAASLER agrees to pay, pursuant to
15 California Business and Professions Code Section 10106, the cost of the investigation and
16 enforcement. The amount of investigation and enforcement cost is \$2,982.95.

17
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, acts, or omissions of Respondents AMERICAN EMPIRE
23 MORTGAGE, INC. and CESAR A. HAASLER, as described in the Accusation and Paragraph 4,
24 herein above, are in violation of California Business and Professions Code Sections 10085,
25 10085.5, 10145, and 2832 and Title 10, Chapter 6 of the California Code of Regulations, Section
26 2970, and are a basis for discipline of Respondents' license and license rights as violation of the
27 Real Estate Law pursuant to California Business and Professions Code Section 10177(d).

1 II.

2 The conduct, acts or omissions of Respondent CESAR A. HAASLER, as
3 described in the Accusation and Paragraph 4, herein above, are in violation of California
4 Business and Professions Code Section 10159.2, and are a basis for discipline of Respondent's
5 license and license rights as violations of the Real Estate Law pursuant to California Business
6 and Professions Code Section 10177(h).

7
8 ORDER

9 WHEREFORE, THE FOLLOWING ORDER is hereby made:

10 I.

11 All licenses and licensing rights of Respondent AMERICAN EMPIRE
12 MORTGAGE, INC. under the Real Estate Law are revoked.

13 II.

14 All licenses and licensing rights of Respondent CESAR A. HAASLER under the
15 Real Estate Law are suspended for a period of ninety (90) days from the effective date of this

16 Decision:

17 A. Provided, however, that Respondent CESAR A. HAASLER request, the initial
18 thirty (30) days of said suspension (or a portion thereof) shall be stayed upon condition that:

19 1. Respondent pays a monetary penalty pursuant to California Business and
20 Professions Code Section 10175.2 at the rate of \$80.00 per day for each day of the suspension for
21 a total monetary penalty of \$2,400.00.

22 2. Said payment shall be in the form of a cashier's check or certified check made
23 payable to the Recovery Account of the Real Estate Fund. Said check must be received by the
24 Department of Real Estate prior to the effective date of the Decision in this matter.

25 3. No further cause for disciplinary action against the real estate license of a
26 Respondent occurs within two (2) years from the effective date of the Decision in this matter.

27 4. If a Respondent fails to pay the monetary penalty in accordance with the terms

1 of the Decision, the Commissioner may, without a hearing, order the immediate execution of all
2 or any part of the stayed suspension, in which event the Respondent shall not be entitled to any
3 repayment nor credit, prorated or otherwise, for money paid to the Department of Real Estate
4 under the terms of this Decision.

5 5. If Respondent pays the monetary penalty and if no further cause for
6 disciplinary action against the real estate license of the Respondent occurs within two (2) years
7 from the effective date of the Decision, the stay hereby granted shall become permanent.

8 B. The remaining sixty (60) days of the ninety (90) day suspension shall be stayed
9 for two (2) years upon the following terms and conditions:

10 1. Respondent CESAR A. HAASLER shall obey all laws, rules, and regulations
11 governing the rights, duties, and responsibilities of a real estate licensee in the State of
12 California; and

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

19 C. Respondent CESAR A. HAASLER shall, within six (6) months from the
20 effective date of the Decision, take and pass the Professional Responsibility Examination
21 administered by the Department of Real Estate including the payment of the appropriate
22 examination fee. If Respondent fails to satisfy this condition, the Commissioner may order
23 suspension of Respondent's license until Respondent passes the examination. The
24 Commissioner shall afford Respondent the opportunity for a hearing pursuant to the
25 Administrative Procedure Act to present such evidence.

26 D. Respondent CESAR A. HAASLER shall, within nine (9) months from the
27 effective date of this Decision, present evidence satisfactory to the Real Estate Commissioner

1 that Respondent has, since the most recent issuance of an original or renewal real estate license,
2 taken and successfully completed the continuing education requirements of Article 2.5 of
3 Chapter 3 of the Real Estate Law for renewal of a real estate license. If Respondent fails to
4 satisfy this condition, the Commissioner may order the suspension of Respondent's license until
5 Respondent presents such evidence. The Commissioner shall afford Respondent the opportunity
6 for a hearing pursuant to the Administrative Procedure Act to present such evidence.

7 E. During the two (2) year period above, Respondent CESAR A. HAASLER
8 shall not serve as the designated broker at any corporate real estate broker unless and until
9 Respondent CESAR A. HAASLER is the sole owner of record of the controlling shares of the
10 corporation.

11 III.

12 Pursuant to California Business and Professions Code Section 10148, Respondent
13 CESAR A. HAASLER shall pay the Commissioner's reasonable cost for the audit which led to
14 this disciplinary action. The cost of the original audit which led to this disciplinary action is
15 \$1,824.00. In calculating the amount of the Commissioner's reasonable cost, the Commissioner
16 may use the estimated average hourly salary for all persons performing audits of real estate
17 brokers, and shall include an allocation for travel time to and from the auditor's place of work.

18 Respondent CESAR A. HAASLER has received and read, and understands the
19 "Notice Concerning Costs of Subsequent Audit." Respondent further understand that by
20 agreeing to this Stipulation, the findings set forth below in the Determination of Issues become
21 final, and the Commissioner may charge Respondent for the cost of any subsequent audit
22 conducted pursuant to California Business and Professions Code Section 10148 to determine if
23 the violations have been corrected. The maximum cost of the subsequent audit will not exceed
24 \$1,824.00.

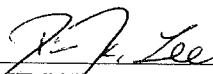
25 Respondent shall pay audit costs within 60 days of receiving an invoice from the
26 Commissioner detailing the activities performed during the audit and the amount of time spent
27 performing those activities.

1 V.

2 All proof required by this Decision shall be submitted to the Department of Real

3 Estate at: Department of Real Estate, Attention: Legal Section – Counsel Diane Lee, 320 West
4 Fourth Street, Suite 350, Los Angeles, California 90013-1105.

5 DATED: 02/20/2013

6 
DIANE LEE, Counsel for
7 Department of Real Estate

8 * * *

9 EXECUTION OF THE STIPULATION

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


18 MAILING AND FACSIMILE

19 Respondents (1) shall mail the original signed signature page of the Stipulation
20 herein to Department of Real Estate, Attention: Legal Section – Diane Lee, 320 West Fourth
21 Street, Suite 350, Los Angeles, California 90013-1105. Respondents shall also (2) facsimile a
22 copy of signed signature page, to the Department of Real Estate at the following telephone/fax
23 number: (213) 576-6917, Attention: Diane Lee.


24 A facsimile constitutes acceptance and approval of the terms and conditions of
25 this stipulation. Respondents agree, acknowledge, and understand that by electronically sending
26 to the Department of Real Estate a facsimile copy of Respondents' actual signatures as they
27 appear on the Stipulation that receipt of the facsimile copy by the Department of Real Estate shall

1 be as binding on Respondents as if the Department of Real Estate had received the original
2 signed stipulation.

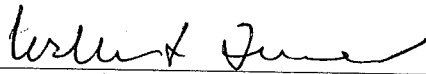
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4 DATED: 2/14/2013


AMERICAN EMPIRE MORTGAGE, INC.,
Respondent
By: CESAR A. HAASLER, as designated officer

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7 DATED: 2/14/2013


CESAR A. HAASLER, Respondent,
Individually and as designated officer of American
Empire Mortgage, Inc.

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10 DATED: 2/14/2013


WILLIAM F. TURNER, ESQ.
Attorney for Respondents

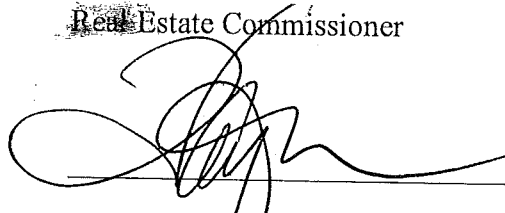
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13 * * *

14 The foregoing Stipulation and Agreement is hereby adopted as my Decision as to
15 Respondents AMERICAN EMPIRE MORTGAGE, INC. and CESAR A. HAASLER, and shall
16 become effective at 12 o'clock noon on APR 17 2013

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18 IT IS SO ORDERED

3/21/2013

19
20 Real Estate Commissioner



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23 WAYNE S. BELL
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