

Sachs Glas

1 Bureau of Real Estate  
2 320 West 4th Street, Suite 350  
3 Los Angeles, CA 90013-1105  
4  
5 Telephone: (213) 576-6982  
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8

**FILED**

SEP 24 2013

BUREAU OF REAL ESTATE

By *[Signature]*

9 BEFORE THE BUREAU OF REAL ESTATE

10 STATE OF CALIFORNIA

11 \* \* \*

12			
13	In the Matter of the Accusation		No. H-38466 LA
14	FEDERAL HOME LOANS CORPORATION,	)	<u>STIPULATION &amp; AGREEMENT</u>
15		)	
16	Respondent.	)	
	_____	)	

17 It is hereby stipulated by and between Respondent  
18 FEDERAL HOME LOANS CORPORATION, (sometimes referred to as  
19 "Respondent"), and the Complainant, acting by and through  
20 Cheryl D. Keily, Counsel for the Bureau of Real Estate, as  
21 follows for the purpose of settling and disposing of the  
22 Accusation filed on October 11, 2012, in this matter.

24 1. All issues which were to be contested and all  
25 evidence which was to be presented by Complainant and Respondent  
26 at a formal hearing on the Accusation, which hearing was to be  
27 held in accordance with the provisions of the Administrative

1 Procedure Act (APA), shall instead and in place thereof be  
2 submitted solely on the basis of the provisions of this  
3 Stipulation and Agreement.

4  
5 2. Respondent has received, read and understands the  
6 Statement to Respondent, the Discovery Provisions of the APA and  
7 the Accusation filed by the Bureau of Real Estate ("Bureau") in  
8 this proceeding.

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10 3. On November 14, 2012, Respondent filed a Notice of  
11 Defense, pursuant to Section 11506 of the Government Code for  
12 the purpose of requesting a hearing on the allegations in the  
13 Accusation. Respondent hereby freely and voluntarily withdraws  
14 said Notice of Defense. Respondent acknowledges that he  
15 understands that by withdrawing said Notice of Defense he will  
16 thereby waive his right to require the Commissioner to prove the  
17 allegations in the Accusation at a contested hearing held in  
18 accordance with the provisions of the APA and that he will waive  
19 other rights afforded to him in connection with the hearing,  
20 such as the right to present evidence in defense of the  
21 allegations in the Accusation and the right to cross-examine  
22 witnesses.  
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24  
25 4. It is understood by the parties that the Real  
26 Estate Commissioner may adopt the Stipulation and Agreement as  
27 his decision in this matter, thereby imposing the penalty and  
sanctions on Respondent's real estate licenses and license

1 rights as set forth in the below "Order". In the event that  
2 the Commissioner in his discretion does not adopt the  
3 Stipulation and Agreement, it shall be void and of no effect,  
4 and Respondent shall retain the right to a hearing and  
5 proceeding on the Accusation under all the provisions of the  
6 APA and shall not be bound by any admission or waiver made  
7 herein.  
8

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

19           6. This Stipulation and Respondents' decision not to  
20 contest the Accusation are made for the purpose of reaching an  
21 agreed disposition of this proceeding, and are expressly  
22 limited to this proceeding and any other proceeding or case in  
23 which the Bureau of Real Estate, or another licensing agency of  
24 this state, another state or the federal government is involved  
25 and otherwise shall not be admissible in any other criminal or  
26 civil proceedings.  
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1                   7. The Order or any subsequent Order of the Real  
2 Estate Commissioner made pursuant to this Stipulation and  
3 Agreement shall not constitute an estoppel, merger or bar to any  
4 further administrative or civil proceedings by the Bureau of  
5 Real Estate with respect to any matters which were not  
6 specifically alleged to be causes for accusation in this  
7 proceeding.  
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9                   8. Respondent understands that by agreeing to this  
10 Stipulation, Respondent agrees to pay, pursuant to California  
11 Business and Professions Code Section 10106, the Commissioner's  
12 cost for the investigation and enforcement of this matter. The  
13 amount of said cost is \$1,381.00.

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:  
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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 Section 10177.5 of the Business and  
25 Professions Code.  
26

27   ORDER

WHEREFORE, THE FOLLOWING ORDER is hereby made:

1. 1. ALL licenses and licensing rights of Respondent  
2 FEDERAL HOME LOANS CORPORATION, under the Real Estate Law are  
3 suspended for a period of sixty (60) days from the effective  
4 date of this Decision; provided, however, that the entire period  
5 of said suspension shall be stayed for two (2) years upon the  
6 following terms and conditions:

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

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

21 2. Pursuant to California Business and Professions  
22 Code Section 10106, Respondent shall pay the Commissioner's  
23 reasonable costs for investigation and enforcement of the  
24 matter which led to this disciplinary action. The  
25 investigation and enforcement cost in this matter is \$1,381.00.  
26 Payment of these costs shall be made within sixty (60) days of  
27 the effective date of this Decision in the form of a cashier's

1 or certified check to the Consumer Recovery Account of the  
2 Bureau of Real Estate.

3           The Commissioner may suspend the license of  
4 Respondent pending a hearing held in accordance with California  
5 Government Code Section 11500, et seq., if payment is not  
6 timely made as provided for herein, or as provided for in a  
7 subsequent agreement between the Respondent and the  
8 Commissioner. The suspension shall remain in effect until  
9 payment is made in full or until Respondent enters into an  
10 agreement satisfactory to the Commissioner to provide for  
11 payment, or until a decision providing otherwise is adopted  
12 following a hearing held pursuant to this condition.  
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15  
16 DATED:

August 5, 2013



CHERYL D. KEILY, Counsel  
BUREAU OF REAL ESTATE

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19 \* \* \*

20           I have read the Stipulation and Agreement, and its  
21 terms are understood by me and are agreeable and acceptable to  
22 me. I understand that I am waiving rights given to me by the  
23 California Administrative Procedure Act (including but not  
24 limited to Sections 11506, 11508, 11509 and 11513 of the  
25 Government Code), and I willingly, intelligently and  
26 voluntarily waive those rights, including the right of  
27 requiring the Commissioner to prove the allegations in the

1 Accusation at a hearing at which I would have the right to  
2 cross-examine witnesses against me and to present evidence in  
3 defense and mitigation of the charges.

4 I have read the provisions of Section 2945.2(c),  
5 Title 10, Chapter 6, Code of Regulations, and am executing this  
6 Stipulation and Agreement in reliance thereon.

7 Respondent can signify acceptance and approval of the  
8 terms and conditions of this Stipulation and Agreement by  
9 faxing a copy of its signature page, as actually signed by  
10 Respondent, to the Bureau at the following telephone/fax number  
11 (213) 576-6917. Respondent agrees, acknowledges, and  
12 understands that by electronically sending to the Bureau a fax  
13 copy of his actual signature as it appears on the Stipulation  
14 and Agreement, that receipt of the faxed copy by the Bureau  
15 shall be as binding on Respondent as if the Bureau had received  
16 the original signed Stipulation and Agreement.

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21 DATED: 08/05/2013

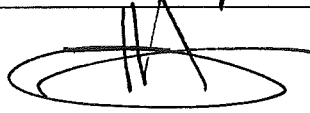
**FEDERAL HOME LOANS CORPORATION**  
by: Evangelina Salas  
Respondent FEDERAL HOME LOANS  
CORPORATION  
By: Evangelina Salas

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1 \* \* \*

2 The foregoing Stipulation and Agreement is hereby  
3 adopted as my Decision in this matter and shall become  
4 effective at 12 o'clock noon on October 14, , 2013.

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6 IT IS SO ORDERED SEPTEMBER 19, ~~2013~~, 2013.

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10 **By: JEFFREY MASON**  
11 **Chief Deputy Commissioner**  
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