

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

4 (213)576-6982

**FILED**

DEC 30 2013

BUREAU OF REAL ESTATE

By 

8 BEFORE THE BUREAU OF REAL ESTATE

9 STATE OF CALIFORNIA

10 \* \* \*

11 In the Matter of the Accusation of )

No. H-38920 LA

12 NORMY MASHHOUR, )

STIPULATION AND AGREEMENT

13 Respondent. )  
14 )

15 It is hereby stipulated by and between NORMY MASHHOUR ("Respondent"),  
16 acting on his own behalf, and the Complainant, acting by and through Amelia V. Vetrone,  
17 Counsel for the Bureau of Real Estate, as follows for the purpose of settling and disposing of  
18 the Accusation filed on or about June 24, 2013, in this matter:

19 1. All issues which were to be contested and all evidence which was to be  
20 presented by Complainant and Respondent at a formal hearing on the Accusation, which  
21 hearing was to be held in accordance with the provisions of the Administrative Procedure Act  
22 (APA), shall instead and in place thereof be submitted solely on the basis of the provisions of  
23 this Stipulation and Agreement.

24 2. Respondent has received, read and understands the Statement to Respondent,  
25 the Discovery Provisions of the APA and the Accusation filed by the Bureau of Real Estate in  
26 this proceeding.  
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1                   3. On July 2, 2013, the Bureau of Real Estate received Respondent's Notice of  
2 Defense pursuant to Section 11506 of the Government Code for the purpose of requesting a  
3 hearing on the allegations in the Accusation. Respondent hereby freely and voluntarily  
4 withdraws said Notice of Defense. Respondent acknowledges that he understands that by  
5 withdrawing said Notice of Defense he will thereby waive his right to require the  
6 Commissioner to prove the allegations in the Accusation at a contested hearing held in  
7 accordance with the provisions of the APA and that he will waive other rights afforded to him  
8 in connection with the hearing such as the right to present evidence in defense of the allegations  
9 in the Accusation and the right to cross-examine witnesses.

10                   4. Respondent, pursuant to the limitations set forth below, hereby admits that  
11 the factual allegations (or findings of fact as set forth below) in Paragraphs 2, and 3, of the  
12 Accusation filed in this proceeding are true and correct and the Real Estate Commissioner shall  
13 not be required to provide further evidence of such allegations.

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

21                   6. The Order or any subsequent Order of the Real Estate Commissioner made  
22 pursuant to this Stipulation and Agreement shall not constitute an estoppel, merger or bar to any  
23 further administrative or civil proceedings by the Bureau of Real Estate with respect to any  
24 matters which were not specifically alleged to be causes for accusation in this proceeding.

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1 under the terms of this Decision.

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

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

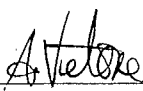
7 1. Respondent NORMY MASHHOUR shall obey all laws, rules and  
8 regulations governing the rights, duties and responsibilities of a real estate licensee in the State  
9 of California; and

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

16 II.

17 Respondent shall notify the Commissioner in writing within 72 hours of any  
18 arrest by sending a certified letter to the Commissioner at Bureau of Real Estate, Post Office  
19 Box 137013, Sacramento, CA 95813-7013. The letter shall set forth the date of Respondent's  
20 arrest, the crime for which Respondent was arrested, and the name and address of the arresting  
21 law enforcement agency. Respondent's failure to timely file written notice shall constitute an  
22 independent violation of the terms of the restricted license and shall be grounds for the  
23 suspension or revocation of that license.

24  
25 DATED: 12-5-13


26   
27 Amelia V. Vetrone  
Counsel for the  
Bureau of Real Estate

\* \* \*

I have read the Stipulation and Agreement, and 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 and Agreement by faxing a copy of the signature page, as actually signed by Respondent, to the Bureau at the following telephone/fax number: (213) 576-6917. Respondent agrees, acknowledges and understands that by electronically sending to the Bureau a fax copy of his actual signature as it appears on the Stipulation and Agreement, that receipt of the faxed copy by the Bureau shall be as binding on Respondent as if the Bureau had received the original signed Stipulation and Agreement.

DATED: 11-25-13

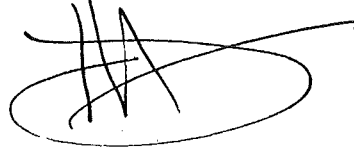
  
NORMY MASHHOUR  
Respondent

\* \* \*

The foregoing Stipulation and Agreement is hereby adopted as my Decision in  
this matter, and shall become effective at 12 o'clock noon on JAN 21 2014.

IT IS SO ORDERED DEC 23 2013.

Real Estate Commissioner

A handwritten signature in black ink, appearing to be 'JEFFREY MASON', written over a horizontal line.

By: JEFFREY MASON  
Chief Deputy Commissioner