

**FILED**

**JAN 27 2015**

**BUREAU OF REAL ESTATE**

By 

1 Bureau of Real Estate  
2 320 West 4th Street, Ste. 350  
3 Los Angeles, California 90013-1105  
4 Telephone: (213) 576-6982  
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8 **BEFORE THE BUREAU OF REAL ESTATE**

9 **STATE OF CALIFORNIA**

10 \* \* \*

11 In the Matter of the Accusation of ) No. H-39371 LA  
12 MAURO ANDRES FARFAN, ) STIPULATION AND AGREEMENT  
13 Respondent. )  
14 )

15 It is hereby stipulated by and between Respondent MAURO ANDRES FARFAN  
16 (“Respondent”), and the Complainant, acting by and through Diane Lee, Esq., Counsel for the  
17 Bureau of Real Estate, as follows for the purpose of settling and disposing of the Accusation  
18 (“Accusation”) filed on March 26, 2014, in this matter:

19 1. All issues which were to be contested and all evidence which were to be  
20 presented by Complainant and Respondent at a formal hearing on the Accusation, which hearing  
21 was to be held in accordance with the provisions of the Administrative Procedure Act (“APA”),  
22 shall instead and in place thereof be submitted solely on the basis of the provisions of this  
23 Stipulation and Agreement (“Stipulation”).  
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1                   2. Respondent has received and read, and understands the Statement to  
2 Respondent, the Discovery Provisions of the APA, and the Accusation filed by the Bureau of  
3 Real Estate in this proceeding.

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

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

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

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

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

8 8. Respondent understands that by agreeing to this Stipulation and Agreement,  
9 Respondent agrees to pay, pursuant to California Business and Professions Code section 10106,  
10 the cost of the investigation and enforcement. The amount of investigation and enforcement cost  
11 is \$2,500.00.

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13 DETERMINATION OF ISSUES

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

16 The conduct, acts, or omissions of Respondent MAURO ANDRES FARFAN, as  
17 described in the Accusation and Paragraph 4, above, are in violation of California Business and  
18 Professions Code section 10085.6(a), and is a basis for discipline of Respondent's license and  
19 license rights as violation of the Real Estate Law pursuant to California Business and Professions  
20 Code section 10177(g).

21  
22 ORDER

23 WHEREFORE, THE FOLLOWING ORDER is hereby made:

24 I.

25 All licenses and licensing rights of Respondent MAURO ANDRES FARFAN  
26 under the Real Estate Law are suspended for a period of forty-five (45) days from the effective

1 date of this Decision:

2 A. Provided, however, that if a Respondent so requests, the initial fifteen (15)  
3 days of said suspension (or a portion thereof) shall be stayed upon condition that:

4 1. Respondent pays a monetary penalty pursuant to California Business and  
5 Professions Code section 10175.2 at the rate of \$100.00 for the each of the fifteen (15) days or  
6 \$1,500.00 total.

7 2. Said payment shall be in the form of a cashier's check or certified check made  
8 payable to the Recovery Account of the Real Estate Fund. Said check must be received by the  
9 Bureau of Real Estate prior to the effective date of the Decision in this matter. Check shall be  
10 sent to the Bureau of Real Estate at: Bureau of Real Estate, Flag Section, P.O. Box 137013,  
11 Sacramento, CA 95813-7013.

12 3. If Respondent fails to pay the monetary penalty in accordance with the terms of  
13 the Decision, the Commissioner may, without a hearing, order the immediate execution of all or  
14 any part of the stayed suspension, in which event Respondent shall not be entitled to any  
15 repayment nor credit, prorated or otherwise, for money paid to the Bureau of Real Estate under  
16 the terms of this Decision.

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

20 B. The remaining thirty (30) days of the forty-five (45) day suspension shall be  
21 stayed for two (2) years upon the following terms and conditions:

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

24 ii. That no final subsequent determination be made after hearing or upon  
25 stipulation, which cause for disciplinary action occurred within two (2) years from the effective  
26 date of this Decision. Should such a determination be made, the Commissioner may, in his

1 discretion, vacate, and set aside the stay order and re-impose all or a portion of the stayed  
2 suspension. Should no such determination be made, the stay imposed herein shall become  
3 permanent.

4 II.

5 Pursuant to California Business and Professions Code section 10106, Respondent  
6 MAURO ANDRES FARFAN shall pay the Commissioner's reasonable cost for investigation  
7 and enforcement of the matter within sixty (60) days after the effective date of this Decision.  
8 The investigation and enforcement cost which led to this disciplinary action is \$2,500.00. Said  
9 payment shall be in the form of a cashier's check or certified check made payable to the Bureau  
10 of Real Estate, and sent to the Bureau of Real Estate at: Bureau of Real Estate, Flag Section, P.O.  
11 Box 137013, Sacramento, CA 95813-7013.

12 The Commissioner may suspend the licenses of Respondent pending a hearing  
13 held in accordance with California Government Code section 11500, et seq., if payment is not  
14 timely made as provided for herein, or as provided for in a subsequent agreement between the  
15 Respondent and the Commissioner. The suspension shall remain in effect until payment is made  
16 in full or until Respondent enters into an agreement satisfactory to the Commissioner to provide  
17 for payment, or until a decision providing otherwise is adopted following a hearing held pursuant  
18 to this condition.

19 III.

20 A. Respondent MAURO ANDRES FARFAN shall, within six (6) months from  
21 the effective date of the Decision, take and pass the Professional Responsibility Examination  
22 administered by the Bureau of Real Estate including the payment of the appropriate examination  
23 fee. Such proof shall be sent to the Bureau of Real Estate at: Bureau of Real Estate, Flag  
24 Section, P.O. Box 137013, Sacramento, CA 95813-7013. If Respondent MAURO ANDRES  
25 FARFAN fails to satisfy this condition, the Commissioner may order suspension of Respondent  
26 MAURO ANDRES FARFAN's license until Respondent MAURO ANDRES FARFAN passes

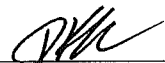
1 the examination. The Commissioner shall afford Respondent MAURO ANDRES FARFAN the  
2 opportunity for a hearing pursuant to the Administrative Procedure Act to present such evidence.

3 B. Respondent MAURO ANDRES FARFAN shall, within nine (9) months from  
4 the effective date of this Decision, present evidence satisfactory to the Real Estate Commissioner  
5 that Respondent MAURO ANDRES FARFAN has, since the most recent issuance of an original  
6 or renewal real estate license, taken and successfully completed the continuing education  
7 requirements of Article 2.5 of Chapter 3 of the Real Estate Law for renewal of a real estate  
8 license. Such proof shall be sent to the Bureau of Real Estate at: Bureau of Real Estate, Flag  
9 Section, P.O. Box 137013, Sacramento, CA 95813-7013. If Respondent MAURO ANDRES  
10 FARFAN fails to satisfy this condition, the Commissioner may order the suspension of MAURO  
11 ANDRES FARFAN's license until Respondent MAURO ANDRES FARFAN presents such  
12 evidence. The Commissioner shall afford Respondent MAURO ANDRES FARFAN the  
13 opportunity for a hearing pursuant to the Administrative Procedure Act to present such evidence.

14 IV.

15 Respondent MAURO ANDRES FARFAN shall, within one hundred and eighty  
16 days (180) days from the effective date of this Decision, pay \$3,500.00 in restitution to Raymond  
17 and Bonnie Romo, and send proof satisfactory to the Commissioner that restitution has been  
18 made. Such proof of restitution shall be sent to the Bureau of Real Estate at: Bureau of Real  
19 Estate, Flag Section, P.O. Box 137013, Sacramento, CA 95813-7013. If Respondent MAURO  
20 ANDRES FARFAN fails to satisfy this condition, the Commissioner shall order suspension of  
21 Respondent MAURO ANDRES FARFAN's license until Respondent MAURO ANDRES  
22 FARFAN pays restitution and provides proof thereof.

23 DATED: 01/08/2015

  
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25 DIANE LEE, Counsel for  
26 Bureau of Real Estate

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EXECUTION OF THE STIPULATION

I have read the Stipulation and Agreement and discussed it with my attorney, if any. 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 California Government Code sections 11506, 11508, 11509, and 11513), and I willingly, intelligently, and voluntarily waive those rights, including, but not limited to, 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.

MAILING AND FACSIMILE

Respondent (1) shall mail the original signed signature page of the Stipulation herein to Bureau of Real Estate, Attn: Legal Section – Counsel Diane Lee, 320 West Fourth St., Ste. 350, Los Angeles, California 90013-1105. Respondent shall also (2) facsimile a copy of signed signature page, to the Bureau of Real Estate at the following fax number: (213) 576-6917, Attention: Diane Lee.

A facsimile constitutes acceptance and approval of the terms and conditions of this stipulation. Respondent agrees, acknowledges, and understands that by electronically sending to the Bureau of Real Estate a facsimile copy of Respondent's actual signature as it appears on the Stipulation that receipt of the facsimile copy by the Bureau of Real Estate shall be as binding on Respondent as if the Bureau of Real Estate had received the original signed stipulation.

DATED: 01-08-15

  
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MAURO ANDRES FARFAN  
Respondent

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I have reviewed the Stipulation and Agreement as to form and content, and have advised my client accordingly.

DATED: 1-8-15 Frank M. Buda  
Frank M. Buda  
Respondent's Counsel

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The foregoing Stipulation and Agreement is hereby adopted as my Decision as to Respondent MAURO ANDRES FARFAN, and shall become effective at 12 o'clock noon on FEB 16 2015, 2015.

IT IS SO ORDERED January 21, 2015.

REAL ESTATE COMMISSIONER  
[Signature]  
By: JEFFREY MASON  
Chief Deputy Commissioner