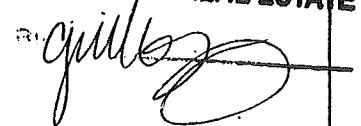


1 Bureau of Real Estate
2 320 West Fourth Street, #350
3 Los Angeles, California 90013

FILED

MAY 15 2015

BUREAU OF REAL ESTATE



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7 **BEFORE THE BUREAU OF REAL ESTATE**
8 **STATE OF CALIFORNIA**

9 * * *

10 In the Matter of the Accusation of) CalBRE No. H-39406 LA
11) OAH No. 2013050313
12 UNITED FUND MORTGAGE AND)
13 REALTY, INC.,)
14 MAYA SWAMY, individually and as) STIPULATION AND AGREEMENT
15 designated officer of United Fund Mortgage) FOR RESPONDENT
16 and Realty, Inc., and) MAYA SWAMY
17 ROSA ELENA MONTIEL,)
18 Respondents.)

19 It is hereby stipulated by and between Respondent MAYA SWAMY ("Respondent") and
20 her attorney, Mary E. Work, and the Complainant, acting by and through Lissete Garcia, Counsel
21 for the Bureau of Real Estate, as follows for the purpose of settling and disposing of the
22 Accusation filed on April 11, 2014, in this matter:

23 1. All issues which were to be contested and all evidence which was to be presented by
24 Complainant and Respondent at a formal hearing on the Accusation, which hearing was to be
held in accordance with the provisions of the Administrative Procedure Act ("APA"), shall

1 instead and in place thereof be submitted solely on the basis of the provisions of this Stipulation
2 and Agreement.

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

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

14 4. This Stipulation is based on the factual allegations contained in the Accusation filed in
15 this proceeding. In the interest of expedience and economy, Respondent chooses not to contest
16 these factual allegations, but to remain silent and understands that, as a result thereof, these
17 factual statements, will serve as a prima facie basis for the disciplinary action stipulated to
18 herein. The Real Estate Commissioner shall not be required to provide further evidence to prove
19 such allegations.

20 5. This Stipulation and Respondent's decision not to contest the Accusation are made for
21 the purpose of reaching an agreed disposition of this proceeding and are expressly limited to this
22 proceeding and any other proceeding or case in which the Bureau or another licensing agency of
23 this state, another state or if the federal government is involved and otherwise shall not be
24

1 admissible in any other criminal or civil proceedings.

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

8 7. The Order or any subsequent Order of the Real Estate Commissioner made pursuant to
9 this Stipulation shall not constitute an estoppel, merger or bar to any further administrative or
10 civil proceedings by the Bureau with respect to any conduct which was not specifically alleged
11 to be causes for accusation in this proceeding.

12 DETERMINATION OF ISSUES

13 By reason of the foregoing stipulation and waiver and solely for the purpose of settlement
14 of the pending Accusation without a hearing, it is stipulated and agreed that the following
15 determination of issues shall be made:

16 The conduct, acts and/or omissions of Respondent MAYA SWAMY, as set forth in the
17 Accusation, constitute cause for the suspension or revocation of all the real estate licenses and
18 license rights of Respondent MAYA SWAMY under the provisions of Section 10177(h) of the
19 Business and Professions Code ("Code") for violation of Code section 10159.2 and Regulation
20 2725, Title 10, Chapter 6, California Code of Regulations.

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1 from the effective date of this Order, the entire stay hereby granted pursuant to
2 this Order, as to said Respondent MAYA SWAMY only, shall become
3 permanent.

4 II.

5 All licenses and licensing rights of Respondent MAYA SWAMY are indefinitely
6 suspended unless or until either Respondent UNITED FUND MORTGAGE AND REALTY,
7 INC., Respondent MAYA SWAMY, or Respondent ROSA ELENA MONTIEL pays the sum of
8 \$3,839.65 for the Commissioner's reasonable cost of the investigation and enforcement which
9 led to this disciplinary action. Said payment shall be in the form of a cashier's check made
10 payable to the Bureau of Real Estate. The investigative and enforcement costs must be delivered
11 to the Bureau of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013,
12 prior to the effective date of this Order.

13 The Commissioner may suspend Respondents' licenses pending a hearing held in
14 accordance with California Government Code Section 11500, et seq., if payment is not timely
15 made as provided for herein. The suspension(s) shall remain in effect until payment is made in
16 full or until a decision providing otherwise is adopted following a hearing held pursuant to this
17 condition.

18 III.

19 Respondent shall, within six (6) months from the effective date of this Order, take and
20 pass the Professional Responsibility Examination administered by the Bureau including the
21 payment of the appropriate examination fee. If Respondent fails to satisfy this condition,
22 Respondent's real estate license shall automatically be suspended until Respondent passes the
23 examination.

1 IV.

2 Respondent shall, within nine (9) months from the effective date of this Order, present
3 evidence satisfactory to the Commissioner that Respondent has, since the most recent issuance of
4 an original or renewal real estate license, taken and successfully completed the continuing
5 education requirements of Article 2.5 of Chapter 3 of the Real Estate Law for renewal of a real
6 estate license. If Respondent fails to satisfy this condition, Respondent's real estate license shall
7 automatically be suspended until Respondent presents evidence satisfactory to the Commissioner
8 of having taken and successfully completed the continuing education requirements. Proof of
9 completion of the continuing education courses must be delivered to the Bureau of Real Estate,
10 Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013.

11 V.

12 Pursuant to Section 10148 of the Code, Respondent MAYA SWAMY shall be jointly and
13 severally liable with Respondent UNITED FUND MORTGAGE AND REALTY, INC. for
14 payment of the sum of \$5,716.32 for the Commissioner's cost of the Audit No. LA 130021
15 which led to this disciplinary action. Respondent(s) shall pay such cost within sixty (60) days of
16 receiving an invoice therefore from the Commissioner. Payment of audit costs should not be
17 made until Respondents receive the invoice. If Respondent(s) fail to satisfy this condition in a
18 timely manner as provided for herein, Respondents' real estate licenses shall automatically be
19 suspended until payment is made in full, or until a decision providing otherwise is adopted
20 following a hearing held pursuant to this condition.

21 VI.

22 Pursuant to Section 10148 of the Code, Respondent MAYA SWAMY shall be jointly and
23 severally liable with Respondent UNITED FUND MORTGAGE AND REALTY, INC. for
24

1 payment of the Commissioner's reasonable cost, not to exceed \$5,716.32, for a subsequent audit
2 to determine if Respondent UNITED FUND MORTGAGE AND REALTY, INC. has corrected
3 the violations found in Audit No. LA 130021. In calculating the amount of the Commissioner's
4 reasonable cost, the Commissioner may use the estimated average hourly salary for all persons
5 performing audits of real estate brokers, and shall include an allocation for travel time to and
6 from the auditor's place of work. Respondents shall pay such cost within sixty (60) days of
7 receiving an invoice therefore from the Commissioner. Payment of the audit costs should not be
8 made until Respondents receive the invoice. If Respondent(s) fail to satisfy this condition in a
9 timely manner as provided for herein, Respondents' real estate licenses shall automatically be
10 suspended until payment is made in full, or until a decision providing otherwise is adopted
11 following a hearing held pursuant to this condition.

12

13 DATED: April 28, 2015


LISSETE GARCIA Counsel for Complainant

14

15

* * *

16

I have read the Stipulation and Agreement, have discussed it with my counsel, and its
17 terms are understood by me and are agreeable and acceptable to me. I understand that I am
18 waiving rights given to me by the California Administrative Procedure Act (including but not
19 limited to Sections 11506, 11508, 11509 and 11513 of the Government Code), and I willingly,
20 intelligently and voluntarily waive those rights, including the right of requiring the
21 Commissioner to prove the allegations in the Accusation at a hearing at which I would have the
22 right to cross-examine witnesses against me and to present evidence in defense and mitigation of
23 the charges.

24

1 Respondent can signify acceptance and approval of the terms and conditions of this
2 Stipulation and Agreement by faxing a copy of the signature page, as actually signed by
3 Respondent, to the Bureau at fax number (213) 576-6917. Respondent agrees, acknowledges
4 and understands that by electronically sending to the Bureau a fax copy of her actual signature as
5 it appears on the Stipulation and Agreement, that receipt of the faxed copy by the Bureau shall be
6 as binding on Respondent as if the Bureau had received the original signed Stipulation and
7 Agreement.

8 DATED: 4/24/2015 
MAYA SWAMY, Respondent

9
10 *I have reviewed the Stipulation and Agreement as to form and content and have*
11 *advised my client accordingly.*

12 DATED: 4/28/2015 
13 MARY E. WORK,
14 Attorney for Respondent Maya Swamy

15 ***

16 The foregoing Stipulation and Agreement is hereby adopted as my Decision in
17 this matter and shall become effective at 12 o'clock noon on JUN - 4 2015.

18 IT IS SO ORDERED MAY 9, 2015.

19 REAL ESTATE COMMISSIONER

20 

21 By: JEFFREY MASON
22 Chief Deputy Commissioner

23
24

1 Respondent can signify acceptance and approval of the terms and conditions of this
2 Stipulation and Agreement by faxing a copy of the signature page, as actually signed by
3 Respondent, to the Bureau at fax number (213) 576-6917. Respondent agrees, acknowledges
4 and understands that by electronically sending to the Bureau a fax copy of her actual signature as
5 it appears on the Stipulation and Agreement, that receipt of the faxed copy by the Bureau shall be
6 as binding on Respondent as if the Bureau had received the original signed Stipulation and
7 Agreement.

8 DATED: _____ MAYA SWAMY, Respondent

9
10 *I have reviewed the Stipulation and Agreement as to form and content and have*
11 *advised my client accordingly.*

12 DATED: _____ MARY E. WORK,
13 Attorney for Respondent Maya Swamy

14 * * *

15 The foregoing Stipulation and Agreement is hereby adopted as my Decision in
16 this matter and shall become effective at 12 o'clock noon on _____.

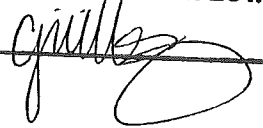
17 IT IS SO ORDERED _____.

18 REAL ESTATE COMMISSIONER
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FILED

MAY 15 2015

BUREAU OF REAL ESTATE

By 

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Bureau of Real Estate
320 West Fourth Street, #350
Los Angeles, California 90013

BEFORE THE BUREAU OF REAL ESTATE
STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of)	CalBRE No. H-39406 LA
)	OAH No. 2013050313
UNITED FUND MORTGAGE AND)	
REALTY, INC.,)	
MAYA SWAMY, individually and as)	<u>STIPULATION AND AGREEMENT</u>
designated officer of United Fund Mortgage)	<u>FOR RESPONDENT ROSA ELENA</u>
and Realty, Inc., and)	<u>MONTIEL</u>
<u>ROSA ELENA MONTIEL,</u>)	
)	
Respondents.)	

It is hereby stipulated by and between Respondent ROSA ELENA MONTIEL (“Respondent”) and her attorney, Fredrick M. Ray, and the Complainant, acting by and through Lissete Garcia, Counsel for the Bureau of Real Estate, as follows for the purpose of settling and disposing of the Accusation filed on April 11, 2014, in this matter:

1. All issues which were to be contested and all evidence which was to be presented by Complainant and Respondent at a formal hearing on the Accusation, which hearing was to be held in accordance with the provisions of the Administrative Procedure Act (“APA”), shall

1 instead and in place thereof be submitted solely on the basis of the provisions of this Stipulation
2 and Agreement.

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

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

14 4. This Stipulation is based on the factual allegations contained in the Accusation filed in
15 this proceeding. In the interest of expedience and economy, Respondent chooses not to contest
16 these factual allegations, but to remain silent and understands that, as a result thereof, these
17 factual statements, will serve as a prima facie basis for the disciplinary action stipulated to
18 herein. The Real Estate Commissioner shall not be required to provide further evidence to prove
19 such allegations.

20 5. This Stipulation and Respondent's decision not to contest the Accusation are made for
21 the purpose of reaching an agreed disposition of this proceeding and are expressly limited to this
22 proceeding and any other proceeding or case in which the Bureau or another licensing agency of
23 this state, another state or if the federal government is involved and otherwise shall not be
24

1 admissible in any other criminal or civil proceedings.

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

8 7. The Order or any subsequent Order of the Real Estate Commissioner made pursuant to
9 this Stipulation shall not constitute an estoppel, merger or bar to any further administrative or
10 civil proceedings by the Bureau with respect to any conduct which was not specifically alleged
11 to be causes for accusation in this proceeding.

12 DETERMINATION OF ISSUES

13 By reason of the foregoing stipulation and waiver and solely for the purpose of settlement
14 of the pending Accusation without a hearing, it is stipulated and agreed that the following
15 determination of issues shall be made:

16 The conduct, acts and/or omissions of Respondent ROSA ELENA MONTIEL as set forth
17 in the Accusation, constitute cause for the suspension or revocation of all the real estate licenses
18 and license rights of Respondent ROSA ELENA MONTIEL under the provisions of sections
19 10176(a), 10176(b), and 10176(i) of the Business and Professions Code.

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1 restricted license until at least three (3) years have elapsed from the effective date of this
2 Decision.

3 4. Respondent shall submit with any application for license under an employing
4 broker, or any application for transfer to a new employing broker, a statement signed by the
5 prospective employing real estate broker on a form approved by the Bureau of Real Estate
6 which shall certify:

7 (a) That the employing broker has read the Order of the Commissioner which
8 granted the right to a restricted license, and

9 (b) That the employing broker will exercise close supervision over the
10 performance by the restricted licensee relating to activities for which a real estate license is
11 required.

12 5. Respondent shall, within nine (9) months from the effective date of this
13 Decision, present evidence satisfactory to the Real Estate Commissioner that Respondent has,
14 since the most recent issuance of an original or renewal real estate license, taken and successfully
15 completed the continuing education requirements of Article 2.5 of Chapter 3 of the Real Estate
16 Law for renewal of a real estate license. If Respondent fails to satisfy this condition, the
17 Commissioner shall order the suspension of the restricted license until the Respondent presents
18 such evidence. The Commissioner shall afford Respondent the opportunity for a hearing
19 pursuant to the Administrative Procedure Act to present such evidence.

20 II.

21 All licenses and licensing rights of Respondent ROSA ELENA MONTIEL are
22 indefinitely suspended unless or until either Respondent UNITED FUND MORTGAGE AND
23 REALTY, INC., Respondent MAYA SWAMY, or Respondent ROSA ELENA MONTIEL pays

1 the sum of \$3,839.65 for the Commissioner's reasonable cost of the investigation and
2 enforcement which led to this disciplinary action. Said payment shall be in the form of a
3 cashier's check made payable to the Bureau of Real Estate. The investigative and enforcement
4 costs must be delivered to the Bureau of Real Estate, Flag Section at P.O. Box 137013,
5 Sacramento, CA 95813-7013, prior to the effective date of this Order.

6 The Commissioner may suspend Respondents' licenses pending a hearing held in
7 accordance with California Government Code Section 11500, et seq., if payment is not timely
8 made as provided for herein. The suspension(s) shall remain in effect until payment is made in
9 full or until a decision providing otherwise is adopted following a hearing held pursuant to this
10 condition.

11 III.

12 Respondent shall, within six (6) months from the effective date of this Order, take and
13 pass the Professional Responsibility Examination administered by the Bureau including the
14 payment of the appropriate examination fee. If Respondent fails to satisfy this condition,
15 Respondent's real estate license shall automatically be suspended until Respondent passes the
16 examination.

17
18 DATED: April 28, 2015

Lyssette Garcia
LYSSETE GARCIA, Counsel for Complainant

19
20 * * *

21 I have read the Stipulation and Agreement, have discussed it with my counsel, and its
22 terms are understood by me and are agreeable and acceptable to me. I understand that I am
23 waiving rights given to me by the California Administrative Procedure Act (including but not
24

1 limited to Sections 11506, 11508, 11509 and 11513 of the Government Code), and I willingly,
 2 intelligently and voluntarily waive those rights, including the right of requiring the
 3 Commissioner to prove the allegations in the Accusation at a hearing at which I would have the
 4 right to cross-examine witnesses against me and to present evidence in defense and mitigation of
 5 the charges.

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

13 DATED: 4/24/15

Rosa Montiel
 ROSA ELENA MONTIEL, Respondent

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

17 DATED: 4/27/15

Fredrick M. Ray
 Fredrick M. Ray, Attorney for Respondent Rosa
 Elena Montiel.

19 ///

20 ///

21 ///

22

23

The foregoing Stipulation and Agreement is hereby adopted as my Decision in

24

1 limited to Sections 11506, 11508, 11509 and 11513 of the Government Code), and I willingly,
2 intelligently and voluntarily waive those rights, including the right of requiring the
3 Commissioner to prove the allegations in the Accusation at a hearing at which I would have the
4 right to cross-examine witnesses against me and to present evidence in defense and mitigation of
5 the charges.

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

13 DATED: _____

ROSA ELENA MONTIEL, Respondent

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

16
17 DATED: _____

Fredrick M. Ray, Attorney for Respondent Rosa
Elena Montiel

18
19 ///

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22 * * *

23 The foregoing Stipulation and Agreement is hereby adopted as my Decision in

24 H-39406 LA- STIPULATION AND AGREEMENT FOR
RESPONDENT ROSA ELENA MONTIEL

1 this matter and shall become effective at 12 o'clock noon on JUN - 4 2015

2 IT IS SO ORDERED MAY 2, 2015.

3 REAL ESTATE COMMISSIONER

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6 By: JEFFREY MASON
Chief Deputy Commissioner

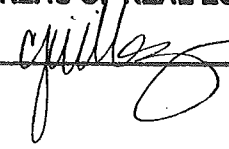
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FILED

MAY 15 2015

Bureau of Real Estate
320 West Fourth Street, #350
Los Angeles, California 90013

BUREAU OF REAL ESTATE

By 

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BEFORE THE BUREAU OF REAL ESTATE
STATE OF CALIFORNIA

In the Matter of the Accusation of)	CalBRE No. H-39406 LA
)	OAH No. 2013050313
<u>UNITED FUND MORTGAGE AND</u>)	
<u>REALTY, INC.,</u>)	
MAYA SWAMY, individually and as)	<u>STIPULATION AND AGREEMENT</u>
designated officer of United Fund Mortgage)	<u>FOR RESPONDENT UNITED FUND</u>
and Realty, Inc., and)	<u>MORTGAGE AND REALTY, INC.</u>
ROSA ELENA MONTIEL,)	
)	
Respondents.)	

It is hereby stipulated by and between Respondent UNITED FUND MORTGAGE AND REALTY, INC. ("Respondent") and its attorney, Fredrick M. Ray, and the Complainant, acting by and through Lissete Garcia, Counsel for the Bureau of Real Estate, as follows for the purpose of settling and disposing of the Accusation filed on April 11, 2014, in this matter:

1. All issues which were to be contested and all evidence which was to be presented by Complainant and Respondent at a formal hearing on the Accusation, which hearing was to be held in accordance with the provisions of the Administrative Procedure Act ("APA"), shall

H-39406 LA- STIPULATION AND AGREEMENT FOR RESPONDENT UNITED FUND MORTGAGE AND REALTY, INC.

1 instead and in place thereof be submitted solely on the basis of the provisions of this Stipulation
2 and Agreement.

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

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

14 4. This Stipulation is based on the factual allegations contained in the Accusation filed in
15 this proceeding. In the interest of expedience and economy, Respondent chooses not to contest
16 these factual allegations, but to remain silent and understands that, as a result thereof, these
17 factual statements, will serve as a prima facie basis for the disciplinary action stipulated to
18 herein. The Real Estate Commissioner shall not be required to provide further evidence to prove
19 such allegations.

20 5. This Stipulation and Respondent's decision not to contest the Accusation are made for
21 the purpose of reaching an agreed disposition of this proceeding and are expressly limited to this
22 proceeding and any other proceeding or case in which the Bureau or another licensing agency of
23 this state, another state or if the federal government is involved and otherwise shall not be
24

1 admissible in any other criminal or civil proceedings.

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

8 7. The Order or any subsequent Order of the Real Estate Commissioner made pursuant to
9 this Stipulation shall not constitute an estoppel, merger or bar to any further administrative or
10 civil proceedings by the Bureau with respect to any conduct which was not specifically alleged
11 to be causes for accusation in this proceeding.

12 DETERMINATION OF ISSUES

13 By reason of the foregoing stipulation and waiver and solely for the purpose of settlement
14 of the pending Accusation without a hearing, it is stipulated and agreed that the following
15 determination of issues shall be made:

16 The conduct, acts and/or omissions of Respondent UNITED FUND MORTGAGE AND
17 REALTY, INC., as set forth in the Accusation, constitute cause for the suspension or revocation
18 of all the real estate licenses and license rights of Respondent UNITED FUND MORTGAGE
19 AND REALTY, INC. under the provisions of sections 10176(a), 10176(b), 10176(e), 10176(i),
20 and 10177(d) of the Business and Professions Code ("Code") for violation of Code sections
21 10085, 10085.5, 10085.6, 10130, 10137, 10145, 10146, and Regulations 2831, 2831.2, 2832,
22 2970, 2972, Title 10, Chapter 6, California Code of Regulations.

23 ///

24 H-39406 LA- STIPULATION AND AGREEMENT FOR RESPONDENT UNITED FUND
MORTGAGE AND REALTY, INC.

1 restricted license until at least three (3) years have elapsed from the effective date of this
2 Decision.

3 II.

4 All licenses and licensing rights of Respondent UNITED FUND MORTGAGE AND
5 REALTY, INC., are indefinitely suspended unless or until either Respondent UNITED FUND
6 MORTGAGE AND REALTY, INC., Respondent MAYA SWAMY, or Respondent ROSA
7 ELENA MONTIEL pays the sum of \$3,839.65 for the Commissioner's reasonable cost of the
8 investigation and enforcement which led to this disciplinary action. Said payment shall be in the
9 form of a cashier's check made payable to the Bureau of Real Estate. The investigative and
10 enforcement costs must be delivered to the Bureau of Real Estate, Flag Section at P.O. Box
11 137013, Sacramento, CA 95813-7013, prior to the effective date of this Order.

12 The Commissioner may suspend Respondents' licenses pending a hearing held in
13 accordance with California Government Code Section 11500, et seq., if payment is not timely
14 made as provided for herein. The suspension(s) shall remain in effect until payment is made in
15 full or until a decision providing otherwise is adopted following a hearing held pursuant to this
16 condition.

17 III.

18 Pursuant to Section 10148 of the Code, Respondent UNITED FUND MORTGAGE AND
19 REALTY, INC. shall be jointly and severally liable with Respondent MAYA SWAMY for
20 payment of the sum of \$5,716.32 for the Commissioner's cost of the Audit No. LA 130021 which
21 led to this disciplinary action. Respondent(s) shall pay such cost within sixty (60) days of
22 receiving an invoice therefore from the Commissioner. Payment of audit costs should not be
23 made until Respondents receive the invoice. If Respondents fail to satisfy this condition in a

1 timely manner as provided for herein, Respondents' real estate licenses shall automatically be
2 suspended until payment is made in full, or until a decision providing otherwise is adopted
3 following a hearing held pursuant to this condition.

4 IV.

5 Pursuant to Section 10148 of the Code, UNITED FUND MORTGAGE AND REALTY,
6 INC. shall be jointly and severally liable with Respondent MAYA for payment of the
7 Commissioner's reasonable cost, not to exceed \$5,716.32, for an audit to determine if
8 Respondent UNITED FUND MORTGAGE AND REALTY, INC. has corrected the violations
9 found in Audit No. LA 130021. In calculating the amount of the Commissioner's reasonable
10 cost, the Commissioner may use the estimated average hourly salary for all persons performing
11 audits of real estate brokers, and shall include an allocation for travel time to and from the
12 auditor's place of work. Respondent(s) shall pay such cost within sixty (60) days of receiving an
13 invoice therefore from the Commissioner. Payment of the audit costs should not be made until
14 Respondents receive the invoice. If Respondent(s) fail to satisfy this condition in a timely
15 manner as provided for herein, Respondents' real estate licenses shall automatically be
16 suspended until payment is made in full, or until a decision providing otherwise is adopted
17 following a hearing held pursuant to this condition.

18
19 DATED: April 28, 2015


LISSETE GARCIA, Counsel for Complainant

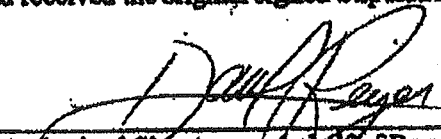
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21 * * *

22 I have read the Stipulation and Agreement, have discussed it with my counsel, and its
23 terms are understood by me and are agreeable and acceptable to me. I understand that I am

1 waiving rights given to me by the California Administrative Procedure Act (including but not
 2 limited to Sections 11506, 11508, 11509 and 11513 of the Government Code), and I willingly,
 3 intelligently and voluntarily waive those rights, including the right of requiring the
 4 Commissioner to prove the allegations in the Accusation at a hearing at which I would have the
 5 right to cross-examine witnesses against me and to present evidence in defense and mitigation of
 6 the charges.

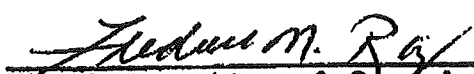
7 Respondent can signify acceptance and approval of the terms and conditions of this
 8 Stipulation and Agreement by faxing a copy of the signature page, as actually signed by
 9 Respondent, to the Bureau at fax number (213) 576-6917. Respondent agrees, acknowledges
 10 and understands that by electronically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

14 DATED: 4-27-2015


 Authorized Signatory on behalf of Respondent
 UNITED FUND MORTGAGE AND REALTY,
 INC.

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

19 DATED: 4/27/15


 Fredrick M. Ray, Attorney for Respondent United
 Fund Mortgage and Realty, Inc.

21 ///
 22 ///
 23 ///

1 waiving rights given to me by the California Administrative Procedure Act (including but not
2 limited to Sections 11506, 11508, 11509 and 11513 of the Government Code), and I willingly,
3 intelligently and voluntarily waive those rights, including the right of requiring the
4 Commissioner to prove the allegations in the Accusation at a hearing at which I would have the
5 right to cross-examine witnesses against me and to present evidence in defense and mitigation of
6 the charges.

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

14 DATED: _____

Authorized Signatory on behalf of Respondent
UNITED FUND MORTGAGE AND REALTY,
INC.

16 *I have reviewed the Stipulation and Agreement as to form and content and have*
17 *advised my client accordingly.*
18

19 DATED: _____

Fredrick M. Ray, Attorney for Respondent United
Fund Mortgage and Realty, Inc.

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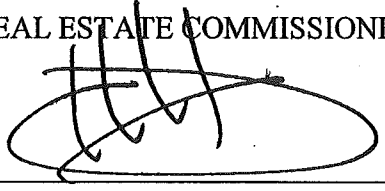
24 H-39406 LA- STIPULATION AND AGREEMENT FOR RESPONDENT UNITED FUND
MORTGAGE AND REALTY, INC.

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The foregoing Stipulation and Agreement is hereby adopted as my Decision in
this matter and shall become effective at 12 o'clock noon on JUN - 4 2015

IT IS SO ORDERED MAY 9 2015

REAL ESTATE COMMISSIONER



By: JEFFREY MASON
Chief Deputy Commissioner