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

JUL 18 2012

DEPARTMENT OF REAL ESTATE
BY: Suzanne Valencia

7 BEFORE THE DEPARTMENT OF REAL ESTATE
8 STATE OF CALIFORNIA

9 * * *

10 In the Matter of the Accusation of)	DRE Case No. H-37654 LA
)	OAH Case No. L-2012010359
11 HOME RESCUE PROGRAMS INC.,)	
12 a corporate real estate broker;)	
13 SUSAN AMY HERMAN,)	
individually and as former designated officer)	<u>STIPULATION AND</u>
of Home Rescue Programs Inc.;)	<u>AGREEMENT</u>
14 ANA SAMAYOA POSADAS;)	
15 <u>GINA MARIE ALCANTAR</u> ; and)	
16 CYNTHIA LYNN CROCKETT,)	
)	
Respondents.)	

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18 It is hereby stipulated by and between GINA MARIE ALCANTAR (sometimes
19 referred to herein as "Respondent"), representing herself in this matter, and the Complainant,
20 acting by and through Martha J. Rosett, Counsel for the Department of Real Estate, as follows
21 for the purpose of settling and disposing of the Accusation filed on November 9, 2011 in this
22 matter:

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

1 2. Respondent has received, read and understands the Statement to Respondent,
2 the Discovery Provisions of the APA and the Accusation filed by the Department of Real
3 Estate in this proceeding.

4 3. On November 17, 2011, Respondent filed a Notice of Defense pursuant to
5 Section 11506 of the Government Code for the purpose of requesting a hearing on the
6 allegations in the Accusation. In order to effectuate this settlement, Respondent hereby freely
7 and voluntarily withdraws said Notice of Defense. Respondent acknowledges that she
8 understands that by withdrawing said Notice of Defense, she will thereby waive her right to
9 require the Commissioner to prove the allegations in the Accusation at a contested hearing held
10 in accordance with the provisions of the APA and that she will waive other rights afforded to
11 her in connection with the hearing such as the right to present evidence in defense of the
12 allegations in the Accusation and the right to cross-examine witnesses.

13 4. Respondent, pursuant to the limitations set forth below, although not
14 admitting or denying the truth of the allegations, will not contest the factual allegations
15 contained in the Accusation filed in this proceeding and the Real Estate Commissioner shall
16 not be required to provide further evidence of such allegations.

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

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

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

3 4. If Respondent fails to pay the monetary penalty in accordance with the terms
4 of the Decision, the Commissioner may, without a hearing, order the immediate execution of all
5 or any part of the stayed suspension, in which event the Respondent shall not be entitled to any
6 repayment nor credit, prorated or otherwise, for money paid to the Department under the terms
7 of this Decision.

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

11 B. The remaining 90 days of the 180 day suspension shall be stayed for two (2)
12 years upon the following terms and conditions:

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

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

21 C. Respondent shall, within six months from the effective date of this Decision,
22 take and pass the Professional Responsibility Examination administered by the Department
23 including the payment of the appropriate examination fee. If Respondent fails to satisfy this
24 condition, the Commissioner may order suspension of Respondent's license until Respondent
25 passes the examination.

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3 DATED: 4/10/12


MARTHA J. ROSETT
Counsel for Complainant

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5 * * *

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

14 Respondent may signify acceptance and approval of the terms and conditions of
15 this Stipulation and Agreement by faxing a copy of the signature page, as actually signed by
16 Respondent, to the Department at the following fax number (213) 576-6917. Respondent agrees,
17 acknowledges and understands that by electronically sending to the Department a fax copy of his
18 actual signature as it appears on the Stipulation that receipt of the faxed copy by the Department
19 shall be as binding on Respondent as if the Department had received the original signed
20 Stipulation and Agreement.

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22 DATED: 4/10/2012


GINA MARIE ALCANTAR
Respondent

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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 JUL 31 2012.

IT IS SO ORDERED 7/2/2012.

REAL ESTATE COMMISSIONER


By WAYNE S. BELL
Chief Counsel