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

JUL 18 2012

DEPARTMENT OF REAL ESTATE  
BY: *Gustavo Valencia*

BEFORE THE DEPARTMENT OF REAL ESTATE  
STATE OF CALIFORNIA

\* \* \*

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

It is hereby stipulated by and between ANA SAMAYOA POSADAS (sometimes referred to herein as "Respondent"), represented in this matter by Mark F. Miller, Attorney at Law of Manfredi, Levine, Eccles, Miller & Lanson, APC, and the Complainant, acting by and through Martha J. Rosett, Counsel for the Department of Real Estate, as follows for the purpose of settling and disposing of the Accusation filed on November 9, 2011 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

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

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

6           3. On November 18, 2011, Respondent filed a Notice of Defense pursuant to  
7 Section 11506 of the Government Code for the purpose of requesting a hearing on the  
8 allegations in the Accusation. In order to effectuate this settlement, Respondent hereby freely  
9 and voluntarily withdraws said Notice of Defense. Respondent acknowledges that she  
10 understands that by withdrawing said Notice of Defense, she will thereby waive her right to  
11 require the Commissioner to prove the allegations in the Accusation at a contested hearing held  
12 in accordance with the provisions of the APA and that she will waive other rights afforded to  
13 her in connection with the hearing such as the right to present evidence in defense of the  
14 allegations in the Accusation and the right to cross-examine witnesses.

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

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

26           6. The Order or any subsequent Order of the Real Estate Commissioner made  
27 pursuant to this Stipulation and Agreement shall not constitute an estoppel, merger or bar to



1 notice to the Respondent of the acceptance of this stipulation by the Department of Real Estate,  
2 whichever is later, with notice being given to Mark. F. Miller, Esq. at 805-379-3819.

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

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

10 B. As to the remaining 90 days of the 180 day suspension, said 90 days shall be  
11 stayed for two (2) years upon the following terms and conditions:

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

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

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

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1 DATED: 4/12/12


  
MARTHA J. ROSETT  
Counsel for Complainant

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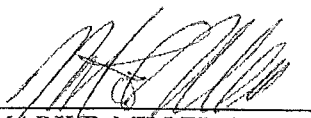
4 I have read the Stipulation and Agreement, have discussed it with my counsel,  
5 and its terms are understood by me and are agreeable and acceptable to me. I understand that I  
6 am waiving rights given to me by the California Administrative Procedure Act (including but  
7 not limited to Sections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

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

19  
20 DATED: 4/11/12

  
ANA SAMAYOA POSADAS  
Respondent

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23 DATED: 4/11/12

  
MARK F. MILLER, Esq.  
Manfredi, Levine Eccles, Miller and Lanson APC  
Counsel for Respondent

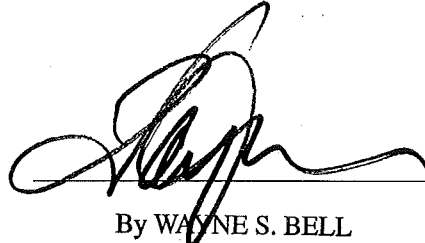
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The foregoing Stipulation and Agreement is hereby adopted as my Decision in  
this matter and shall become effective at 12 o'clock noon on JUL 31 2012

IT IS SO ORDERED 7/2/2012

REAL ESTATE COMMISSIONER



By WAYNE S. BELL  
Chief Counsel