

1 Department of Real Estate
2 320 W. 4th Street, Suite 350
3 Los Angeles, CA 90013-1105
4 Telephone: (213) 576-6982

FILED
DEC 21 2022
DEPT. OF REAL ESTATE
By 

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7
8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation Against)
12)
13 ELAINE TAM NGHIEM,)
14 Respondent.)
15)
DRE No. H-05692 SD
OAH No. 2022110181
STIPULATION AND AGREEMENT
IN SETTLEMENT AND ORDER

16 It is hereby stipulated by and between ELAINE TAM NGHIEM (sometimes referred to
17 as “Respondent”), in pro per, and the Complainant, acting by and through Kathy Yi, Counsel for
18 the Department of Real Estate, as follows for the purpose of settling and disposing of the
19 Accusation (“Accusation”), filed on October 18, 2022, in this matter:

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

25 2. Respondent received, read and understands the Statement to Respondent, the
26 Discovery Provisions of the APA and the Accusation filed by the Department of Real Estate
27 (“Department”) in this proceeding.

1 purpose of settlement of the pending Accusation without a hearing, it is stipulated and agreed
2 that the following determination of issues shall be made:

3 The conduct, acts or omissions of Respondent ELAINE TAM NGHIEM, as set forth in
4 the Accusation, are a basis for discipline of Respondent's real estate license, mortgage loan
5 originator ("MLO") license endorsement, and license rights pursuant to the Real Estate Law, Part
6 1 of Division 4 of the California Business and Professions Code ("Code") sections 10166.05(c),
7 10166.051(a), 10166.051(b), 10177(d), 10177(g) and/or 10177(j).

8 ORDER

9 WHEREFORE, THE FOLLOWING ORDER is hereby made:

10 I. SUSPENSION OF MLO LICENSE ENDORSEMENT

11 1. All MLO license endorsements and endorsement rights of Respondent under the Real
12 Estate Law are suspended for a period of one hundred and eighty (180) days from the Effective
13 Date of this Decision and Order.

14 2. If the suspension of the MLO license endorsement expires after December 31, 2022,
15 Respondent may submit a renewal application for an MLO license endorsement through the
16 NMLS during the renewal and/or reinstatement periods occurring between November 1, 2022,
17 and February 28, 2023, with the understanding that the Department reserves the rights to fully
18 investigate such renewal application for MLO license endorsement and may either approve or
19 deny such application pursuant to the normal process for endorsement investigations.

20 3. Respondent understands that if Respondent fails to submit a renewal application
21 before March 1, 2023, Respondent must submit a new application through NMLS, and may be
22 subject to payment of filing fees, background and credit checks, fingerprinting, and other NMLS
23 requirements.

24 4. Respondent further agrees that Respondent must satisfy the Education and
25 Administrative Penalty provisions prior to reinstatement of their MLO license endorsement or
26 issuance of another MLO license endorsement.

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1 II. MORTGAGE LOAN ORIGINATION EDUCATION

2 1. Respondent shall, within ninety (90) days from the Effective Date of this Decision and
3 Order, take and complete the following mortgage loan originator education requirements:

4 a) Twenty (20) hours of NMLS approved pre-licensure education ("PE"), which
5 shall consist of fourteen (14) hours of federal law curriculum, three (3) hours of
6 ethics curriculum, and three (3) hours of non-traditional mortgage lending
7 curriculum. None of these twenty (20) hours of PE may be state-specific
8 curriculum;

9 b) Eight (8) hours of continuing education ("CE"), which shall consist of four (4)
10 hours of federal law curriculum, two (2) hours of ethics curriculum, and two (2)
11 hours of non-traditional mortgage lending curriculum. None of these eight (8)
12 hours of CE may be state-specific curriculum.

13 2. Respondent may not take any of the PE or CE provided for in Paragraph 1 of this
14 Section in an online self-study format ("OSS").

15 3. For a period of three (3) years from the Effective Date of this Order, Respondent shall
16 be required to complete any additional required PE and/or CE in a format other than OSS. If
17 Respondent fails to comply with this condition, the renewal application or new application of
18 Respondent will be deemed incomplete by the Department.

19 4. If Respondent fails to timely satisfy the education provided for in Paragraph 1 of this
20 section, Respondent's MLO license endorsement shall remain suspended until Respondent
21 presents evidence satisfactory to the Commissioner of having taken and successfully completed
22 the education requirements.

23 5. Respondent agrees that the CE provided for in Paragraph 1 of this section is in
24 addition to any NMLS education required for licensure under the SAFE Act. The CE provided
25 for in Paragraph 1 will not count toward satisfying 2023 or 2024 standard SAFE Act CE
26 requirements.

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1 payment shall be in the form of a cashier's check made payable to the Department of Real Estate.
2 The payment of the investigative and enforcement costs must be delivered to the Department of
3 Real Estate, Flag Section, at P.O. Box 137013, Sacramento, CA 95813-7013, **prior to the**
4 **Effective Date of this Decision and Order.**

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6 DATED: 11/22/2022



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8 KATHY YI, Counsel for
9 Department of Real Estate

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EXECUTION OF THE STIPULATION

I have read the Stipulation 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 emailing a scanned copy of the signature page, as actually signed by Respondent, to the Department counsel assigned to this case. Respondent agrees, acknowledges, and understands that by electronically sending the Department a scan of Respondent's actual signature as it appears on the Stipulation and Agreement that receipt of the scan by the Department shall be binding on Respondent as if the Department had received the original signed Stipulation and Agreement.

Respondent can, alternatively, mail the original signed signature page of the stipulation herein to Kathy Yi, Attention: Legal Section, Department of Real Estate, 320 W. Fourth St., Suite 350, Los Angeles, California 90013-1105.

Respondent's signature below constitutes acceptance and approval of the terms and

1 conditions of this Stipulation. Respondent agrees, acknowledges and understands that by signing
2 this Stipulation, Respondent is bound by its terms as of the date of such signatures and that this
3 agreement is not subject to rescission or amendment at a later date except by a separate Decision
4 and Order of the Real Estate Commissioner.

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6 DATED: 11/22/22



ELAINE TAM NGHIEM
Respondent

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10 The foregoing Stipulation and Agreement is hereby adopted as my Decision as to
11 Respondent ELAINE TAM NGHIEM and shall become effective at 12 o'clock noon on
12 JAN 26 2023

13 IT IS SO ORDERED 12.15.22

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15 DOUGLAS R. McCAULEY
16 REAL ESTATE COMMISSIONER

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