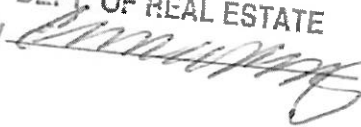


1 DEPARTMENT OF REAL ESTATE
2 320 West 4th Street, Suite 350
3 Los Angeles, California 90013-1105
4 Telephone: (213) 620-2072

FILED

SEP 29 2021

DEPT. OF REAL ESTATE
By 

5
6
7 BEFORE THE DEPARTMENT OF REAL ESTATE
8 STATE OF CALIFORNIA

9 * * * *

10 In the Matter of the Accusation against

11 HEDY LEE TOJI,

12 Respondent.

DRE No. H-41829 LA
OAH No. 2021030182

**FINAL STIPULATION AND
AGREEMENT IN SETTLEMENT
AND ORDER**

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14
15 It is hereby stipulated by and between Hedy Lee Toji (“Respondent”), represented by
16 Hacker Law Group through attorney Jeffrey A. Hacker, and the Complainant, acting by and
17 through Lissete Garcia, Counsel for the Department of Real Estate (“Department”), as follows
18 for the purpose of settling and disposing the Accusation filed on November 20, 2020, with
19 Department Case No. H-41829 LA (“Accusation”) in this matter:

20 1. All issues which were to be contested and all evidence which was to be presented
21 by 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 on the basis of the provisions of this Stipulation and
24 Agreement in Settlement and Order (“Stipulation”).

Stipulation and Agreement
H-41829 LA

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

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

12 4. Respondent, pursuant to the limitations set forth below, hereby admits that the
13 factual allegations in Paragraphs 3 through 13 of the Accusation filed in this proceeding are true
14 and correct and the Real Estate Commissioner shall not be required to provide further evidence
15 of such allegations.

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

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- a. Said payment shall be in the form of a cashier's check made payable to the Department of Real Estate. Said check must be delivered to the Department of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective date of this Decision and Order.
- b. No further cause for disciplinary action against the Real Estate licenses of Respondent occurs within two (2) years from the effective date of the Decision and Order in this matter.
- c. If Respondent fails to pay the monetary penalty in accordance with the terms and conditions of this Decision and Order, the suspension shall go into effect automatically. Respondent shall not be entitled to any repayment nor credit, prorated or otherwise, for money paid to the Department under the terms of this Decision and Order
- d. If Respondent pays the monetary penalty and any other moneys due under this Stipulation and Agreement and if no further cause for disciplinary action against the real estate license of said Respondent occurs within two (2) years from the effective date of this Decision and Order, the entire stay hereby granted pursuant to this Decision and Order, as to said Respondent only, shall become permanent.

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1 2. Respondent shall, **within sixty (60) days from the effective date of this**
2 **Decision and Order**, present evidence satisfactory to the Commissioner that
3 “SCV Prop Management, Inc.” has obtained an active real estate corporation
4 license with the Department of Real Estate and that Respondent has added the
5 following fictitious business names: “SCV Home Rentals” and “SCV Prop
6 Management” as dbas to either SCV Prop Management, Inc.’s active corporation
7 license or Respondent’s broker license: **The proof that the corporation license**
8 **has been re-licensed and that the DBAs have been added must be delivered**
9 **to the Department of Real Estate, Flag Section at P.O. Box 137013,**
10 **Sacramento, CA 95813-7013, within sixty (60) from the effective date. A**
11 **copy of the proof must also be delivered to DRE Counsel Lissete Garcia,**
12 **Attention: Legal Section, Department of Real Estate, 320 W. Fourth St.,**
13 **Room 350, Los Angeles, California 90013-1105. If Respondent fails to satisfy**
14 this condition in a timely manner as provided for herein, Respondent’s real estate
15 license shall automatically be suspended until Respondent complies with this
16 condition, or until a decision providing otherwise is adopted following a hearing
17 held pursuant to this condition.

18 3. Respondent shall, **within 180 days from the effective date of this Decision and**
19 **Order**, pay the sum of \$5,843.95 for the Commissioner’s reasonable cost of the
20 investigation and enforcement which led to this disciplinary action. Said
21 payment shall be in the form of a cashier’s check made payable to the
22 Department of Real Estate. **The investigative and enforcement costs must be**
23 **delivered to the Department of Real Estate, Flag Section at P.O. Box 137013,**
24 **Sacramento, CA 95813-7013, within 180 days from effective date of this**


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Decision and Order. Payment of investigation and enforcement costs should not be made until the Stipulation has been approved by the Commissioner.

If Respondent fails to satisfy this condition in a timely manner as provided for herein, Respondent’s real estate license shall be automatically suspended until Respondent complies with this condition, or until a decision providing otherwise is adopted following a hearing held pursuant to this condition.

- 4. Respondent shall, **within nine (9) months from the effective date of this Decision and Order**, take and pass the Professional Responsibility Examination administered by the Department including the payment of the appropriate examination fee. If Respondent fails to satisfy this condition, Respondent’s real estate license shall automatically be suspended until Respondent passes the examination.

DATED: 8/6/2021



Lissete Garcia, Counsel
Department of Real Estate

* * *

EXECUTION OF THE STIPULATION

I have read this Stipulation and its terms are understood by me and are agreeable and acceptable to me. I understand that I am waiving rights given to us by the California APA (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.

1 Respondent can signify acceptance and approval of the terms and conditions of this
2 Stipulation and Agreement by electronically e-mailing a copy of the signature page, as actually
3 signed by Respondent, to the Department. Respondent agrees, acknowledges, and understands
4 that by electronically sending to the Department an electronic copy of Respondent's actual
5 signature, as it appears on the Stipulation that receipt of the emailed copy by the Department
6 shall be as binding on Respondent as if the Department had received the original signed
7 Stipulation. By signing this Stipulation, Respondent understands and agrees that Respondent
8 may not withdraw their agreement or seek to rescind the Stipulation prior to the time the
9 Commissioner considers and acts upon it or prior to the effective date of the Stipulation and
10 Order.

11 MAILING

12 Respondent and Respondent's counsel shall, within five (5) business days from signing
13 the Stipulation, mail the original signed signature page(s) of the Stipulation herein to Lissete
14 Garcia, Attention: Legal Section, Department of Real Estate, 320 W. Fourth St., Room 350, Los
15 Angeles, California 90013-1105.

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

6
7 DATED: 08/03/2021

Hedy Lee Toji
Respondent HEDY LEE TOJI

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9 DATED: 8/6/21

/s/ Jeffrey A. Hacker
Approved as to Form
Jeffrey A. Hacker, Esq.
Counsel for Respondent

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12 ***

13 The foregoing Stipulation and Agreement in Settlement and Order is hereby adopted by
14 me as my Decision in this matter and shall become effective at 12 o'clock noon
15 on 10/28/2021.

16 IT IS SO ORDERED 9.21.21.

17
18 REAL ESTATE COMMISSIONER

19
20 Douglas R. McCauley
DOUGLAS R. MCCAULEY