

FILED

MAR 22 2023

DEPT. OF REAL ESTATE

By 

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

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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)

DRE No. H-42459 LA

12)
13 KEVIN KEITH FINLEY,)

STIPULATION AND AGREEMENT
IN SETTLEMENT AND ORDER

14 Respondent.)
15

16 It is hereby stipulated by and between KEVIN KEITH FINLEY (“Respondent”),
17 representing himself, and the Complainant, acting by and through Diane Lee, Esq., Counsel for
18 the Department of Real Estate, as follows for the purpose of settling and disposing of the
19 Accusation filed on January 11, 2023, 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 3. Respondent understands by signing this Stipulation and Agreement, provided this
2 Stipulation and Agreement is accepted and signed by the Real Estate Commissioner, Respondent
3 is waiving Respondent's right to require the Commissioner to prove the allegations in the
4 Accusation at a contested hearing held in accordance with the provisions of the APA, and that
5 Respondent will waive other rights afforded to Respondent in connection with the hearing, such
6 as the right to present evidence in her defense and the right to cross-examine witnesses.

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

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

20 6. The Order or any subsequent Order of the Real Estate Commissioner made pursuant to
21 this Stipulation shall not constitute an estoppel, merger or bar to any further administrative or
22 civil proceedings by the Department with respect to any matters which were not specifically
23 alleged to be causes for accusation in this proceeding.

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1 DETERMINATION OF ISSUES

2 By reason of the foregoing stipulations, admissions, and waivers and solely for the
3 purpose of settlement of the pending Accusation without a hearing, it is stipulated and agreed
4 that the following determination of issues shall be made:

5 The conduct, acts or omissions of Respondent KEVIN KEITH FINLEY, as set forth in
6 the Accusation, are a basis for discipline of Respondent's real estate license, mortgage loan
7 originator ("MLO") license endorsement, and license rights pursuant to the Real Estate Law, Part
8 1 of Division 4 of the California Business and Professions Code ("Code") sections 10166.05(c),
9 10166.051(a), 10166.051(b), 10177(d), and 10177(g) and/or 10177(j).

10
11 ORDER

12 WHEREFORE, THE FOLLOWING ORDER is hereby made:

13
14 I. SUSPENSION OF MLO LICENSE ENDORSEMENT

15 1. All MLO license endorsements and endorsement rights of Respondent under the Real
16 Estate Law are suspended for a period of ninety (90) days from the effective date of this
17 Decision and Order.

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

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

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

4
5 **II. MORTGAGE LOAN ORIGINATION EDUCATION**

6 1. Respondent shall, within ninety (90) days from the effective date of this Decision and
7 Order, take and complete the following mortgage loan originator education requirements:

- 8 a) Twenty (20) hours of NMLS approved pre-licensure education (“PE”), which
9 shall consist of fourteen (14) hours of federal law curriculum, three (3) hours of
10 ethics curriculum, and three (3) hours of non-traditional mortgage lending
11 curriculum. None of these twenty (20) hours of PE may be state-specific
12 curriculum;
- 13 b) Eight (8) hours of continuing education (“CE”), which shall consist of four (4)
14 hours of federal law curriculum, two (2) hours of ethics curriculum, and two (2)
15 hours of non-traditional mortgage lending curriculum. None of these eight (8)
16 hours of CE may be state-specific curriculum.

17 2. Respondent may not take any of the PE provided for in Paragraph 1(a) of this Section
18 in an online self-study format (“OSS”). Respondent may take the CE provided for in Paragraph
19 1(b) in any format.

20 3. For a period of three (3) years from the effective date of this Order, Respondent shall
21 be required to complete any additional required PE and/or CE in a format other than OSS. If
22 Respondent fails to comply with this condition, the renewal application or new application of
23 Respondent will be deemed incomplete by the Department.


24 4. If Respondent fails to timely satisfy the education provided for in Paragraph 1 of this
25 section, Respondent’s MLO license endorsement shall remain suspended until Respondent
26 presents evidence satisfactory to the Commissioner of having taken and successfully completed
27 the education requirements.

1 no such determination be made, the stay imposed herein shall become permanent.

2
3 **V. INVESTIGATION AND ENFORCEMENT COSTS**

4 Respondent shall, within three (3) months of the effective date of this Decision and
5 Order, pay the sum of \$870.10 for the Commissioner's reasonable costs of the investigation
6 (\$457.85) and enforcement (\$412.25), which led to this disciplinary action. Said payment shall
7 be in the form of a cashier's check made payable to the Department of Real Estate. The payment
8 of the investigative and enforcement costs must be delivered to the Department of Real Estate,
9 Flag Section, at P.O. Box 137013, Sacramento, CA 95813-7013, within three (3) months from
10 the effective date of this Decision and Order. If the costs of investigation and enforcement are
11 not paid within three (3) months from the effective date of this Decision and Order, the license
12 and license rights of Respondent shall automatically be suspended until full payment is made.

13
14 DATED: 02/15/2023

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16 _____
17 Diane Lee, Counsel for
18 Department of Real Estate

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20 **EXECUTION OF THE STIPULATION**

21 I have read the Stipulation and its terms are understood by me and are agreeable and
22 acceptable to me. I understand that I am waiving rights given to me by the California
23 Administrative Procedure Act (including but not limited to Sections 11506, 11508, 11509 and
24 11513 of the Government Code), and I willingly, intelligently and voluntarily waive those rights,
25 including the right of requiring the Commissioner to prove the allegations in the Accusation at a
26 hearing at which I would have the right to cross-examine witnesses against me and to present
27 evidence in defense and mitigation of the charges.

28 Respondent shall mail the original signed signature page of the stipulation herein to
29 Diane Lee, Attention: Legal Section, Department of Real Estate, 320 W. Fourth St., Suite 350,
30 Los Angeles, California 90013-1105.

1 In the event of time constraints before an administrative hearing, Respondent can signify
2 acceptance and approval of the terms and conditions of this Stipulation and Agreement by
3 emailing a scanned copy of the signature page, as actually signed by Respondent, to the
4 Department counsel assigned to this case. Respondent agrees, acknowledges, and understands
5 that by electronically sending the Department a scan of Respondent's actual signature as it
6 appears on the Stipulation and Agreement that receipt of the scan by the Department shall be
7 binding on Respondent as if the Department had received the original signed Stipulation and
8 Agreement.

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

14
15 DATED: 2/15/23

16 
17 KEVIN KEITH FINLEY
18 Respondent

19 The foregoing Stipulation and Agreement is hereby adopted as my Decision as to
20 Respondent KEVIN KEITH FINLEY and shall become effective at 12 o'clock noon on

21 April 12, 2023.

22 IT IS SO ORDERED 3.17.23

23 DOUGLAS R. McCAULEY
24 REAL ESTATE COMMISSIONER
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