Department of Real Estate
320 West 4th Street, Suite 350
Los Angeles, CA 90013-1105

Telephone: (213) 576-6982

FILED
JUN 28 2010
DEPARTMENT OF REAL ESTATE
BY: _____

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of and Order to Desist and Refrain to NIVI INC., and doing business as Loan Mods Plus; and VINCENT DOMINIC BINDI, individually, and as designated broker officer for NIVI INC., Respondents.	NO. H-36206 LA L-2009100744 NO. H-36240 LA L-2009100745 STIPULATION & AGREEMENT

It is hereby stipulated by and between NIVI INC., and VINCENT DOMINIC BINDI, individually, and as designated broker-officer for Nivi Inc. ("Respondents"), and Respondents' attorney, Frank Buda, and the Complainant, acting by and through Cheryl Keily, Counsel for the Department of Real Estate, as follows for the purpose of settling and disposing of the Accusation filed on August 27, 2009, in this matter.

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

2. Respondents have received, read and understand the Statement to Respondent, the Discovery Provisions of the APA and the Accusation filed by the Department of Real Estate ("Department") in this proceeding.

3. On September 18, 2009, Respondents filed a Notice of Defense on Accusation, pursuant to Section 11506 of the Government Code for the purpose of requesting a hearing on the allegations in the Accusation. Respondents hereby freely and voluntarily withdraw said Notice of Defense on Accusation. Respondents acknowledges that they understand that by withdrawing said Notice of Defense on Accusation they will thereby waive their right to require the Commissioner to prove the allegations in the Accusation at a contested hearing held in accordance with the provisions of the APA and that they will waive other rights afforded to them in connection with the hearing, such as the right to present evidence in defense of the

allegations in the Accusation and the right to cross-examine witnesses.

4. This Stipulation and Agreement is based on the factual allegations contained in the Accusation filed in this proceeding. In the interest of expedience and economy, Respondents choose not to litigate these allegations at a formal administrative hearing, but to remain silent and understand that, as a result thereof, these factual allegations, without being admitted or denied, will serve as a prima facie basis for the disciplinary action stipulated to herein. This Stipulation and Agreement and Respondents' decision not to contest the Accusation are hereby expressly limited to this proceeding and made for the sole purpose of reaching an agreed disposition of this proceeding. Respondents' decision not to contest the factual allegations at a formal administrative hearing is made solely for the purpose of effectuating this Stipulation and Agreement and is intended to be non-binding upon Respondents in any actions against them, or either of them, by third parties. The Real Estate Commissioner shall not be required to provide further evidence to prove said factual allegations.

5. Respondents acknowledge receipt of service of the Commissioner's Desist and Refrain Order, No. H-36240 LA, filed on September 15, 2009, ("Desist and Refrain Order"). Respondents agree that the Desist and Refrain Order may be used

by the Department in any future administrative proceeding in which Respondents' compliance with the provisions of the Real Estate Law and the Commissioner's Regulations prohibiting the claiming, demanding, charging, receiving, collecting or contracting for the collection of an advance fee in connection with the sale or lease of real property or to obtain a loan or loans on real property is in issue.

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

7. The Order or any subsequent Order of the Real Estate Commissioner made pursuant to this Stipulation and Agreement shall not constitute an estoppel, merger or bar to any further administrative or civil proceedings by the Department of Real Estate with respect to any matters which were not

specifically alleged to be causes for accusation in this proceeding.

DETERMINATION OF ISSUES

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

1. The conduct, acts or omissions of Respondent NIVI INC., as set forth in the Accusation, constitute cause to suspend or revoke the real estate license and license rights of Respondent NIVI INC. under the provisions of Code Section 10177(g) for violation of Section 10085.

2. The conduct, acts or omissions of Respondent VINCENT DOMINIC BINDI, as set forth in the Accusation, constitute cause to suspend or revoke the real estate license and license rights of Respondent VINCENT DOMINIC BINDI under the provisions of Code Section 10177(h).

ORDER

WHEREFORE, THE FOLLOWING ORDER is hereby made:

All licenses and license rights of Respondent NIVI INC. and Respondent VINCENT DOMINIC BINDI under the Real Estate Law are suspended for a period of thirty (30) days from the

effective date of this Decision; provided, however, that the entire period of said suspension shall be stayed for two (2) years upon the following terms and conditions:

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

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

DATED: May 28, 2010

Cheryl D. Keily

CHERYL D. KEILY, Counsel
DEPARTMENT OF REAL ESTATE

I have read the Stipulation and Agreement, 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.

Respondents can signify acceptance and approval of the terms and conditions of this Stipulation and Agreement by faxing a copy of its signature page, as actually signed by Respondents, to the Department at the following telephone/fax number (213) 576-6917. Respondents agree, acknowledge, and understand that by electronically sending to the Department a fax copy of their actual signature as it appears on the Stipulation and Agreement, that receipt of the faxed copy by the Department shall be as binding on Respondents as if the Department had received the original signed Stipulation and Agreement.

DATED: 5/27/10

NIVI INC.
Respondent

DATED: 5/27/10

VINCENT DOMINIC NIVI
Respondent

I have reviewed the Stipulation and Agreement as to form and content and have advised my clients accordingly.

DATED: 5-27-10

Frank Buda
Attorney for Respondents

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.

Respondents can signify acceptance and approval of the terms and conditions of this Stipulation and Agreement by faxing a copy of its signature page, as actually signed by Respondents, to the Department at the following telephone/fax number (213) 576-6917. Respondents agree, acknowledge, and understand that by electronically sending to the Department a fax copy of their actual signature as it appears on the Stipulation and Agreement, that receipt of the faxed copy by the Department shall be as binding on Respondents as if the Department had received the original signed Stipulation and Agreement.

DATED: _____

_____
NIVI INC.
Respondent

DATED: _____

_____
VINCENT DOMINIC BINDI
Respondent

I have reviewed the Stipulation and Agreement as to form and content and have advised my clients accordingly.

DATED: _____

_____
Frank Buda
Attorney for Respondents

* * *

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 19 2010, 2010.

IT IS SO ORDERED 6/23, 2010.

JEFF DAVI
Real Estate Commissioner

CHERYL D. KEILY, SNB# 94008
Department of Real Estate
320 West Fourth Street, Ste. 350
Los Angeles, California 90013

Telephone: (213) 576-6982
(Direct) (213) 576-6905

FILED

AUG 27 2009

DEPARTMENT OF REAL ESTATE
BY: _____

DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

* * * * *

In the Matter of the Accusation

No. H-36206 LA

NIVI INC., and doing business as Loan Mods Plus; and VINCENT DOMINIC BINDI, individually, and as designated broker officer for NIVI Inc.

A C C U S A T I O N

The Complainant, Robin Trujillo, a Deputy Real Estate Commissioner of the State of California, for cause of Accusation against NIVI INC. ("NIVI"), and doing business as Loan Mods Plus; and VINCENT DOMINIC BINDI ("BINDI") is informed and alleges as follows:

1.

The Complainant, Robin Trujillo, a Deputy Real Estate Commissioner of the State of California, makes this Accusation in her official capacity.

2.

Respondent NIVI is presently licensed and/or has license rights under the Real Estate Law (Part 1 of Division 4 of the Business and Professions Code, hereinafter "Code"), as a real estate corporation acting by and through Respondent BINDI as its designated broker-officer.

3.

Respondent BINDI is presently licensed and/or has license rights under the Real Estate Law as a real estate broker and designated broker-officer of Respondent NIVI.

4.

All further references to respondents herein include Respondents NIVI and BINDI, and also include officers, directors, employees, agents and real estate licensees employed by or associated with NIVI and BINDI, and who at all times herein mentioned were engaged in the furtherance of the business or operations of Respondents NIVI and BINDI, and who were acting within the course and scope of their authority and employment.

5.

At all times relevant herein Respondent BINDI, as the officer designated by Respondent NIVI pursuant to Section 10211 of the Code, was responsible for the supervision and control of the activities conducted on behalf of Respondent NIVI by its officers and employees as necessary to secure full compliance with the Real Estate Law as set forth in Section 10159.2 of the Code.

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6.

Respondent BINDI ordered, caused, authorized or participated in the conduct of Respondent NIVI, as is alleged in this Accusation.

FIRST CAUSE OF ACCUSATION
(Advance Fee Violation)

7.

At all times mentioned herein, in the State of California, Respondent engaged in the business of claiming, demanding, charging, receiving, collecting or contracting for the collection of advance fees, within the meaning of Code Section 10026, including, but not limited to, the following loan modification activities with respect to loans which were secured by liens on real property:

a. On or about December 31, 2008, Respondents NIVI and BINDI, using the fictitious business name "Loan Mods Plus," collected an advance fee of $2,950 from Heather Hernandez pursuant to the provisions of a written agreement pertaining to loan modification services to be provided by Respondent with respect to a loan secured by the real property located at 1740 Sunshine Drive, Concord, California 94520.

8.

Respondents collected the advance fees described in Paragraph 7, above, pursuant to the provisions of a written agreement which constitutes an advance fee agreement within the meaning of Code Section 10085.

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9.

Respondents failed to submit the written agreement referred to in Paragraphs 7 and 8, above, to the Commissioner ten days before using it in violation of Code Section 10085 and Section 2970, Title 10, Chapter 6, Code of Regulations ("Regulations").

10.

The conduct, acts and/or omissions of Respondents, as set forth above, are cause for the suspension or revocation of the licenses and license rights of Respondent pursuant to Code Sections 10085, 10177(d) and/or 10177(g).

SECOND CAUSE OF ACCUSATION
(Failure to Supervise)

11.

Complainant incorporates by this reference the allegations set forth in Paragraphs 1 through 10, above.

12.

The conduct, acts and/or omissions of Respondent BINDI in failing to exercise reasonable supervision over the activities of Respondent NIVI, as more fully set forth above, are cause for the suspension or revocation of the licenses and license rights of Respondent BINDI pursuant to Code sections 10177(d), (g) and/or (h) for violation of Code section 10159.2.

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WHEREFORE, Complainant prays that a hearing be conducted on the allegations of this Accusation and that upon proof thereof, a decision be rendered imposing disciplinary action against all the licenses and license rights of Respondent NIVI INC. and VINCENT DOMINIC BINDI, individually, and as designated broker officer of Nivi Inc., under the Real Estate Law (Part 1 of Division 4 of the Business and Professions Code), and for such other and further relief as may be proper under other applicable provisions of law.

Dated at Los Angeles, California
this 26 day of August, 2009.

Robin Trujillo
Deputy Real Estate Commissioner

cc: Nivi Inc.
Vincent Dominic Bindi
Robin Trujillo
Sacto.