

1 Department of Real Estate
2 320 West 4th Street, Suite 350
3 Los Angeles, California 90013-1105

4 Telephone: (213) 576-6982

FILED

APR 16 2013

DEPARTMENT OF REAL ESTATE
BY: C

8 BEFORE THE DEPARTMENT OF REAL ESTATE

9 STATE OF CALIFORNIA

10 * * *

11
12 In the Matter of the Accusation of)
13 HERITAGE LENDING, INC.,) DRE NO. H-2433 FR
14 a California corporation,) OAH NO. L-2012020264
15 SHERRY L. COX, CANDY L. WELLS,) STIPULATION AND AGREEMENT
16 and TY JEREMY CHRISTENSEN,)
17 Respondents.)

18 It is hereby stipulated by and between SHERRY L. COX
19 ("Respondent") and her attorney of record, Mary E. Work, and the
20 Complainant, acting by and through Lissete Garcia, Counsel for
21 the Department of Real Estate, as follows for the purpose of
22 settling and disposing of the Amended Accusation filed on
23 March 11, 2010, in this matter:

24 1. All issues which were to be contested and all
25 evidence which was to be presented by Complainant and Respondent
26 at a formal hearing on the Amended Accusation, which hearing was
27 to be held in accordance with the provisions of the
28 Administrative Procedure Act ("APA"), shall instead and in place

1 thereof be submitted solely on the basis of the provisions of
2 this Stipulation and Agreement ("Stipulation").

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

7 3. On December 10, 2009, Respondent filed a Notice of
8 Defense pursuant to Section 11506 of the Government Code for the
9 purpose of requesting a hearing on the allegations in the
10 Amended Accusation. Respondent hereby freely and voluntarily
11 withdraws said Notice of Defense. Respondent acknowledges that
12 she understands that by withdrawing said Notice of Defense she
13 will thereby waive her right to require the Commissioner to
14 prove the allegations in the Amended Accusation at a contested
15 hearing held in accordance with the provisions of the APA and
16 that she will waive other rights afforded to her in connection
17 with the hearing such as the right to present evidence in
18 defense of the allegations in the Amended Accusation and the
19 right to cross-examine witnesses.

21 4. This Stipulation is based on the factual
22 allegations contained in the Amended Accusation filed in this
23 proceeding. In the interest of expedience and economy,
24 Respondent chooses not to contest these factual allegations, but
25 to remain silent and understands that, as a result thereof,
26 these factual statements, will serve as a prima facie basis for
27 the disciplinary action stipulated to herein. The Real Estate
28 Commissioner shall not be required to provide further evidence

1 to prove such allegations.

2 5. This Stipulation is made for the purpose of
3 reaching an agreed disposition of this proceeding and is
4 expressly limited to this proceeding and any other proceeding or
5 case in which the Department of Real Estate ("Department"), the
6 state or federal government, or any agency of this state,
7 another state or federal government is a party.

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

19 7. The Order or any subsequent Order of the Real
20 Estate Commissioner made pursuant to this Stipulation shall not
21 constitute an estoppel, merger or bar to any further
22 administrative or civil proceedings by the Department of Real
23 Estate with respect to any matters which were not specifically
24 alleged to be causes for Accusation in this proceeding but do
25 constitute a bar, estoppel and merger as to any allegations
26 actually contained in the Accusation against Respondents herein.
27

28 8. Respondent understands that by agreeing to this
Stipulation, Respondent agrees to pay, pursuant to Business and

1 Professions Code Section 10148, the cost of the audit which led
2 to this disciplinary action. The amount of said cost is
3 \$5,246.37.

4 DETERMINATION OF ISSUES

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

9 The conduct, acts and/or omissions of Respondent
10 SHERRY L. COX, as set forth in Paragraph 4, hereinabove,
11 constitute cause for the suspension or revocation of all the
12 real estate licenses and license rights of Respondent SHERRY L.
13 COX under the provisions of Sections 10177(g) and 10177(h) of
14 the Business and Professions Code ("Code").

15 ORDER

16 WHEREFORE, THE FOLLOWING ORDER is hereby made:

17 All licenses and licensing rights of Respondent SHERRY
18 L. COX under the Real Estate Law are suspended for a period of
19 ninety (90) days from the effective date of this Decision;
20 provided, however, that if Respondent petitions, forty-five (45)
21 days of said suspension shall be stayed upon condition that:

22 1. Respondent pays a monetary penalty pursuant to
23 Section 10175.2 of the Business and Professions Code at the rate
24 of \$100 for each day of the suspension for a total monetary
25 penalty of \$4,500.

26 2. Said payment shall be in the form of a cashier's
27 check or certified check made payable to the Recovery Account of
28 the Real Estate Fund. Said check must be received by the

1 Department prior to the effective date of the Decision in this
2 matter.

3 3. No further cause for disciplinary action against
4 the real estate license of Respondent occurs within one (1) year
5 from the effective date of the Decision in this matter.

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

13 5. If Respondent pays the monetary penalty and if no
14 further cause for disciplinary action against the real estate
15 license of Respondent occurs within one (1) year from the
16 effective date of the Decision, the stay hereby granted shall
17 become permanent.

18 6. The remaining forty-five (45) days of the ninety
19 (90) day suspension shall be stayed for one (1) year upon the
20 following terms and conditions:

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

24 b. That no final subsequent determination be made
25 after hearing or upon stipulation, that cause for disciplinary
26 action occurred within one (1) year from the effective date of
27 this Decision. Should such a determination be made, the
28

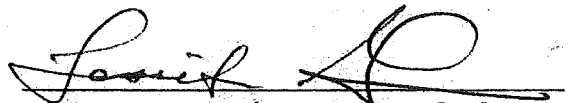
1 Commissioner may, in his discretion, vacate and set aside the
2 stay order and reimpose all or a portion of the stayed
3 suspension. Should no such determination be made, the stay
4 imposed herein shall become permanent.

5 7. Respondent shall within six months from the
6 effective date of this Decision, take and pass the Professional
7 Responsibility Examination administered by the Department
8 including the payment of the appropriate examination fee. If
9 Respondent fails to satisfy this condition, the Commissioner may
10 order suspension of Respondent's license until Respondent passes
11 the examination.
12

13 8. Pursuant to Section 10148 of the Business and
14 Professions Code, Respondent shall pay the Commissioner's
15 reasonable cost for the audit which led to this disciplinary
16 action. The amount of said cost is \$5,246.37. In calculating
17 the amount of the Commissioner's reasonable cost, the
18 Commissioner may use the estimated average hourly salary for all
19 persons performing audits of real estate brokers, and shall
20 include an allocation for travel costs, including mileage, time
21 to and from the auditor's place of work and per diem.
22 Respondent shall pay such costs within 60 days of receiving an
23 invoice from the Commissioner detailing the activities performed
24 during the audit and the amount of time spent performing those
25 activities. The Commissioner may, in his discretion, vacate and
26 set aside the stay order, if payment is not timely made as
27 provided for herein, or as provided for in a subsequent
28 agreement between the Respondent and the Commissioner. The

1 vacation and the set aside of the stay shall remain in effect
2 until payment is made in full, or until Respondent enters into
3 an agreement satisfactory to the Commissioner to provide for
4 payment.

5 DATED: Feb. 21, 2013

6 
7 Lissete Garcia, Counsel for
8 the Department of Real Estate

9 * * *

10 I have read the Stipulation and Agreement, have
11 discussed it with my counsel, and its terms are understood by me
12 and are agreeable and acceptable to me. I understand that I am
13 waiving rights given to me by the California Administrative
14 Procedure Act (including but not limited to Sections 11506,
15 11508, 11509 and 11513 of the Government Code), and I willingly,
16 intelligently and voluntarily waive those rights, including the
17 right of requiring the Commissioner to prove the allegations in
18 the Amended Accusation at a hearing at which I would have the
19 right to cross-examine witnesses against me and to present
20 evidence in defense and mitigation of the charges.
21

22
23 Respondent can signify acceptance and approval of the
24 terms and conditions of this Stipulation and Agreement by faxing
25 a copy of the signature page, as actually signed by Respondent,
26 to the Department at the following telephone/fax number: (213)
27 576-6917. Respondent agrees, acknowledges and understands that
28

1 by electronically sending to the Department a fax copy of her
2 actual signature as it appears on the Stipulation and Agreement,
3 that receipt of the faxed copy by the Department shall be as
4 binding on Respondent as if the Department had received the
5 original signed Stipulation and Agreement.

6
7 Further, if the Respondent is represented by counsel,
8 the Respondent's counsel can signify her agreement to the terms
9 and conditions of the Stipulation and Agreement by submitting
10 that signature via fax. The Commissioner has asked that within
11 24 hours of obtaining Respondent's signature to the agreement,
12 Respondent's counsel shall deposit in the mail the original
13 settlement/stipulation containing the original signatures of
14 both the Respondent and Respondent's counsel.
15

16 DATED: 2/27/2013

Sherry L. Cox
SHERRY L. COX
Respondent

18
19 DATED: 2/26/13

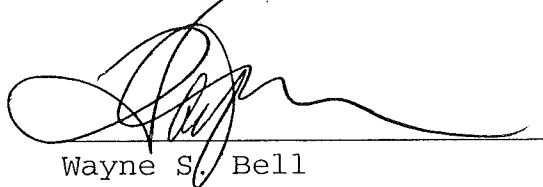
Mary E. Work
MARY E. WORK
Counsel for Respondent
Approved as to Form

20
21 * * *

1 The foregoing Stipulation and Agreement is hereby
2 adopted as my Decision and Order in this matter, and shall
3 become effective at 12 o'clock noon on May 16, 2013.

4 IT IS SO ORDERED 4/12/2013.

6 REAL ESTATE COMMISSIONER

8 
9 Wayne S. Bell