, 	FILED
a a the second	February 20, 2014
1 2 3 4	DEPARTMENT OF REAL ESTATE P. O. Box 187007 Sacramento, CA 95818-7007 Telephone: (916) 227-0789
5 6 7	
8 9 10	BEFORE THE DEPARTMENT OF REAL ESTATE STATE OF CALIFORNIA
11 12 13 14 15	* * * In the Matter of the Accusation of) DEL TORO LOAN SERVICING INC. and) ANDREW S. LOUIS,) Respondents.)
 16 17 18 19 20 21 22 23 24 25 26 27 	It is hereby stipulated by and between Respondents DEL TORO LOAN SERVICING INC, and ANDREW S. LOUIS (collectively referred to herein as "Respondents"), acting by and through Steven Gourley, Esq., Counsel for Respondents, and the Complainant, acting by and through Annette E. Ferrante, Esq., Counsel for the Department of Real Estate ("Department"), as follows for the purpose of settling and disposing of the Accusation filed on May 18, 2012, 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.
	- 1 -

2 Respondent, the Discovery Provisions of the APA and the Accusation filed by the Department in
 3 this proceeding.

Respondents filed a Notice of Defense pursuant to Section 11505 of 4 3. the Government Code for the purpose of requesting a hearing on the allegations in the 5 Accusation. Respondents hereby freely and voluntarily withdraw said Notice of Defense. 6 Respondents acknowledge that Respondents understand that by withdrawing said Notice of $\overline{7}$ 8 Defense, Respondents will thereby waive Respondents' right to require the Real Estate Commissioner ("Commissioner") to prove the allegations in the Accusation at a contested 9 hearing held in accordance with the provisions of the APA and that Respondents will waive 10other rights afforded to Respondents in connection with the hearing, such as the right to present 11 12 evidence in defense of the allegations in the Accusation and the right to cross-examine 13 witnesses.

4. This Stipulation is based on the factual allegations contained in the
Accusation. In the interest of expedience and economy, Respondents choose not to contest these
factual allegations, but to remain silent and understand that, as a result thereof, these factual
statements will serve as a prima facie basis for the "Determination of Issues" and "Order" set
forth below. The Commissioner shall not be required to provide further evidence to prove such
allegations.

This Stipulation and Respondents' decision not to contest the 205. 21Accusation are made for the purpose of reaching an agreed disposition in this proceeding and are expressly limited to this proceeding and any other proceeding or case in which the Department, 22the state or federal government, an agency of this state, or an agency of another state is involved. 23It is understood by the parties that the Commissioner may adopt the 24 б. 25Stipulation 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 "Order" 2627*{|||*

- 2 -

11-4347 SD

below. 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 of 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 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 with respect to any matters which
were not specifically alleged to be causes for accusation in this proceeding.

8. Respondents understand that by agreeing to this Stipulation and
Agreement, Respondents agree to pay, pursuant to Section 10148 of the California Business and
Professions Code ("the Code"), the costs of the audit which resulted in the determination that
Respondents committed the trust fund violation(s) found in the Determination of Issues. The
amount of such costs is \$10,170.98.

9. Respondents further understand that by agreeing to this Stipulation
and Agreement, the findings set forth below in the Determination of Issues become final, and
that the Commissioner may charge said Respondents for the costs of any audit conducted
pursuant to Section 10148 of the Code to determine if the violations have been corrected. The
maximum costs of said audit shall not exceed \$10,170.98.

19 10. Respondents understand that by agreeing to this Stipulation and
20 Agreement, Respondents agree to pay, pursuant to Section 10106 of the Code, the costs of the
21 investigation and enforcement of this case which resulted in the determination that Respondents
22 committed the violation(s) found in the Determination of Issues. The amount of such cost is
23 \$2,321,65.

DETERMINATION OF ISSUES

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

11-4347 SD

24

1	ľ	
2	The acts and omissions of Respondent DEL TORO LOAN SERVICING INC. as	
3	described in the Accusation are grounds for the suspension or revocation of the licenses and	
4	license rights of Respondent DEL TORO LOAN SERVICING INC. under the provisions of	
5	Sections 10177(g) of the Code, in conjunction with Sections 10145, 10233(a), and 10238(k) of	
6	the Code and Section 2831.1 of Title 10 of the California Code of Regulations ("the	and the second se
7	Regulations").	
8	11.	
9	The acts and omissions of Respondent ANDREW S. LOUIS as described in the	
10	Accusation are grounds for the suspension or revocation of the licenses and license rights of	
11	Respondent ANDREW S. LOUIS under the provisions of Section 10177(h) and of the Code, in	Statement of the local division of the local
12	conjunction with Section 10159.2 of the Code and Sections 2725 of the Regulations.	
13	ORDER	
14	I .	States of the local division of the local di
15	I. All licenses and licensing rights of Respondent DEL TORO LOAN	
16	SERVICING INC. under the Real Estate Law are publicly reproved pursuant to Section 495 of	
17	the Code.	
18	11.	
19	1. All licenses and licensing rights of Respondent ANDREW S. LOUIS	
20	("Respondent") under the Real Estate Law are publicly reproved pursuant to Section 495 of the	
21	Code.	
22	2. Respondent shall, within six (6) months from the effective date of this	
23	Order, take and pass the Professional Responsibility Examination administered by the	Contraction of the local division of the loc
24	Department, including the payment of the appropriate examination fee. If Respondent fuils to	and the second
25	satisfy this condition, the Commissioner may order the suspension of all licenses and licensing	and the second
26	rights of Respondent until he passes the examination.	
27		
	11-4347 8D	providence of the state
	- 4 -	

Notwithstanding any other provision of this Order, all licenses and 1 3. licensing rights of Respondent are suspended unless and until he provides proof satisfactory to $\mathbf{2}$ the Commissioner that he has taken and successfully completed the continuing education 3 course on Trust Fund Accounting and Handling specified in Section 10170.5(a)(3) of the Code. 4 The course must have been completed no earlier than one hundred twenty (120) days prior to 5 the effective date of this Order, and proof must be submitted prior to the effective date of this 6 Order, to prevent suspension of Respondent's license pursuant to this condition. 7 Notwithstanding any other provision of this Order, all licenses and 8 4. licensing rights of Respondent are suspended unless and until he provides proof satisfactory to 9 the Commissioner that he has taken and successfully completed the continuing education course 10 on Risk Management specified in Section 10170.5(a)(5) of the Code. The course must have been 11 completed no earlier than one hundred twenty (120) days prior to the effective date of this Order, 12and proof must be submitted prior to the effective date of this Order, to prevent suspension of 13 Respondent's license pursuant to this condition. 14 III. 15 Respondents DEL TORO LOAN SERVICING INC, and ANDREW S. 16 1. LOUIS, ("Respondents") jointly and severally, shall pay the sum of \$10,170.98 for the 17 Commissioner's cost of the audit which led to this disciplinary action. Respondents shall pay 18 such cost within sixty (60) days of receiving an invoice therefore from the Commissioner. The 19 Commissioner may indefinitely suspend all licenses and licensing rights of Respondents 20pending a hearing held in accordance with Section 11500, et seq., of the Government Code, if 21payment is not timely made as provided for herein, or as provided for in a subsequent 22agreement between Respondents and the Commissioner. The suspension shall remain in effect 23until payment is made in full or until Respondents enter into an agreement satisfactory to the 24Commissioner to provide for payment, or until a decision providing otherwise is adopted 25following a hearing held pursuant to this condition. 2627 III

11-43-47 SD

- 5 -

23

24

25

26

27

PAGE 07/09

1 Respondents, jointly and severally, shall pay the Commissioner's costs, 2. not to exceed \$10,170,98, of any audit conducted pursuant to Section 10148 of the Code to 2 determine if Respondents have corrected the violations described in the Determination of 3 Issues, above, and any other violations found in the audit which led to this disciplinary action, 4 In calculating the amount of the Commissioner's masonable cost, the Commissioner may use 5 the estimated average hourly salary for all persons performing audits of real estate brokers, and 6 shall include an allocation for travel time to and from the auditor's place of work. Respondents 7 shall pay such cost within sixty (60) days of receiving an invoice therefore from the 3 Commissioner detailing the activities performed during the audit and the amount of time spent 9 performing those activities. If Respondents fail to pay such cost within the sixty (60) days, the 10 Commissioner may indefinitely suspend all licenses and licensing rights of Respondents under 11 the Real Estate Law until payment is made in full or until Respondents enter into an agreement 12 satisfactory to the Commissioner to provide for payment. Upon full payment, the indefinite 13 suspension provided for in this paragraph shall be stayed. 14 15 IV, 16 All licenses and licensing rights of Respondents DEL TORO LOAN SERVICING INC. and ANDREW S. LOUIS ("Respondents") are indefinitely suspended 17 unless or until Respondents, jointly and severally, pay the sum of \$2,321.65 for the 18 Commissioner's reasonable cost of the investigation and enforcement which led to this 19 disciplinary action. Said payment shall be in the form of a cashier's check or certified check 20made payable to the Department of Real Estate. 21 22 2-27-2013 DATED Annette E. Ferrante, Esq., Counsel for Department of Real Estate 16434750

- 6 -

专家书 1 I have read the Stipulation and Agreement and its terms are understood by me $\mathbf{2}$ and are agreeable and acceptable to me. I understand that I am waiving rights given to me by 3 the California Administrative Procedure Act (including but not limited to Sections 11506, 4 11508, 11509, and 11513 of the Government Code), and I willingly, intelligently, and 5 voluntarily waive those rights, including the right of requiring the Commissioner to prove the 6 allegations in the Accusation at a hearing at which I would have the right to cross-examine 7 witnesses against me and to present evidence in defense and mitigation of the charges. 8 Respondents can signify acceptance and approval of the terms and conditions of this 9 Stipulation and Agreement by faxing a copy of the signature page, as actually signed by 10Respondents, to the Department at fax number (916) 227-9458. Respondents agree, 11 acknowledge and understand that by electronically sending to the Department a fax copy of 12 Respondents' actual signatures as they appear on the Stipulation and Agreement, that receipt of 13 the faxed copy by the Department shall be as binding on Respondents as if the Department had 14 received the original signed Stipulation and Agreement. 15 162<u>267,3</u> DATED 17 Responden 18 19 LOUIS ANDRE As Designated Officer of Respondent 20DEL TORO LOAN SERVICING INC. 21安 串 串 22I have reviewed this Stipulation and Agreement and Order as to form and 23 content and have/advised my clients accordingly. $\mathbf{24}$ 25 Steven Gourley, Esq., DATED Attorney for Respondents 26DEL TORO LOAN SERVICING INC. 27and ANDREW S. LOUIS 114347 \$D -7-

The foregoing Stipulation and Agreement is hereby adopted by me as my Decision in this matter as to Respondents DEL TORO LOAN SERVICING INC. and MAR 1 3 2014 ANDREW S. LOUIS, and shall become effective at 12 o'clock noon on IT IS SO ORDERED REAL ESTATE COMMISSIONER By: Jeffrey Mason **Chief Deputy Commissioner** .20 H-4347 SD