


FILED

February 20, 2014

BUREAU OF REAL ESTATE

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DEPARTMENT OF REAL ESTATE
P. O. Box 187007
Sacramento, CA 95818-7007
Telephone: (916) 227-0789

BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

In the Matter of the Accusation of)	
)	NO. H-4347 SD
DEL TORO LOAN SERVICING INC. and)	
ANDREW S. LOUIS,)	<u>STIPULATION AND AGREEMENT</u>
)	
Respondents.)	
)	

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

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

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

20 5. This Stipulation and Respondents' decision not to contest the
21 Accusation are made for the purpose of reaching an agreed disposition in this proceeding and are
22 expressly limited to this proceeding and any other proceeding or case in which the Department,
23 the state or federal government, an agency of this state, or an agency of another state is involved.

24 6. It is understood by the parties that the Commissioner may adopt the
25 Stipulation and Agreement as his decision in this matter, thereby imposing the penalty and
26 sanctions on Respondents' real estate licenses and license rights as set forth in the "Order"

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1 I.

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
7 Regulations").

8 II.

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
12 conjunction with Section 10159.2 of the Code and Sections 2725 of the Regulations.

13 ORDER

14 I.

15 1. All licenses and licensing rights of Respondent DEL TORO LOAN
16 SERVICING INC. under the Real Estate Law are publicly reprovod pursuant to Section 495 of
17 the Code.

18 II.

19 1. All licenses and licensing rights of Respondent ANDREW S. LOUIS
20 ("Respondent") under the Real Estate Law are publicly reprovod 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
24 Department, including the payment of the appropriate examination fee. If Respondent fails to
25 satisfy this condition, the Commissioner may order the suspension of all licenses and licensing
26 rights of Respondent until he passes the examination.

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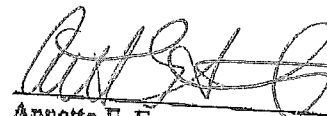
2. Respondents, jointly and severally, shall pay the Commissioner's costs, not to exceed \$10,170.98, of any audit conducted pursuant to Section 10148 of the Code to determine if Respondents have corrected the violations described in the Determination of Issues, above, and any other violations found in the audit which led to this disciplinary action. In calculating the amount of the Commissioner's reasonable cost, the Commissioner may use the estimated average hourly salary for all persons performing audits of real estate brokers, and shall include an allocation for travel time to and from the auditor's place of work. Respondents shall pay such cost within sixty (60) days of receiving an invoice therefore from the Commissioner detailing the activities performed during the audit and the amount of time spent performing those activities. If Respondents fail to pay such cost within the sixty (60) days, the Commissioner may indefinitely suspend all licenses and licensing rights of Respondents under the Real Estate Law until payment is made in full or until Respondents enter into an agreement satisfactory to the Commissioner to provide for payment. Upon full payment, the indefinite suspension provided for in this paragraph shall be stayed.

IV.

All licenses and licensing rights of Respondents DEL TORO LOAN SERVICING INC. and ANDREW S. LOLIS ("Respondents") are indefinitely suspended unless or until Respondents, jointly and severally, pay the sum of \$2,321.65 for the Commissioner's reasonable cost of the investigation and enforcement which led to this disciplinary action. Said payment shall be in the form of a cashier's check or certified check made payable to the Department of Real Estate.

2-27-2013


DATED


 Annette E. Ferrante, Esq.,
 Counsel for Department of Real Estate


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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 the signature page, as actually signed by Respondents, to the Department at fax number (916) 227-9458. Respondents agree, acknowledge and understand that by electronically sending to the Department a fax copy of Respondents' actual signatures as they appear 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.

2/22/2013
DATED



ANDREW S. LOUIS,
Respondent

2/22/2013
DATED


ANDREW S. LOUIS,
As Designated Officer of Respondent
DEL TORO LOAN SERVICING INC.

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

2/25/2013
DATED

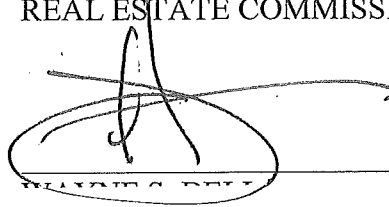

Steven Gourley, Esq.,
Attorney for Respondents
DEL TORO LOAN SERVICING INC.
and ANDREW S. LOUIS

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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
ANDREW S. LOUIS, and shall become effective at 12 o'clock noon on MAR 13 2014.

IT IS SO ORDERED May 1, 2013.

REAL ESTATE COMMISSIONER



By: Jeffrey Mason
Chief Deputy Commissioner