

1 Bureau of Real Estate
320 West Fourth Street, #350
2 Los Angeles, California 90013

3 (213) 576-6982

FILED
SEP 13 2017
BUREAU OF REAL ESTATE
By *Angiel Danner*

8 **BEFORE THE BUREAU OF REAL ESTATE**
9 **STATE OF CALIFORNIA**

10 * * *

11 In the Matter of the Accusation of

No. H-04876 SD

13 **COASTAL CALIFORNIA FUNDING**
14 **GROUP INC and**
15 **C. CRAIG CECILIO,**
16 **individually and as designated officer**
of Coastal California Funding Group Inc,

STIPULATION AND AGREEMENT

17 **Respondent.**

18
19 It is hereby stipulated by and between C. CRAIG CECILIO ("CECILIO"),
20 represented by Joshua A. Rosenthal, Esq. of Medlin & Hargrave, A Professional Corporation,
21 and the Complainant, acting by and through Julie L. To, Counsel for the Bureau of Real Estate,
22 as follows for the purpose of settling and disposing of the Accusation ("Accusation") filed on
23 February 15, 2017 in Case No. H-04876 SD, in this matter:

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

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

7 3. On March 1, 2017, Respondent filed a Notice of Defense pursuant to Section
8 11506 of the Government Code for the purpose of requesting a hearing on the allegations in the
9 Accusation. Respondent hereby freely and voluntarily withdraws his Notice of Defense.
10 Respondent acknowledges that he understands that by withdrawing said Notice of Defense he
11 thereby waives his right to require the Commissioner to prove the allegations in the Accusation
12 at a contested hearing held in accordance with the provisions of the APA and that he will waive
13 other rights afforded to him in connection with the hearing such as the right to present evidence
14 in defense of the allegations in the Accusation and the right to cross-examine witnesses.

15 4. This Stipulation is based on the factual allegations contained in the
16 Accusation. In the interest of expedience and economy, Respondent chooses not to contest
17 these allegations, but to remain silent and understands that, as a result thereof, these factual
18 allegations, without being admitted or denied, will serve as a prima facie basis for the
19 disciplinary action stipulated to herein. The Real Estate Commissioner shall not be required to
20 provide further evidence to prove said factual allegations.

21 5. This Stipulation is made for the purpose of reaching an agreed disposition of
22 this proceeding and is expressly limited to this proceeding and any other proceeding or case in
23 which the Bureau of Real Estate ("Bureau") or another licensing agency of this state, another
24 state or if the federal government is involved, and otherwise shall not be admissible in any other
25 criminal or civil proceeding.

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

8 7. The Order or any subsequent Order of the Real Estate Commissioner made
9 pursuant to this Stipulation shall not constitute an estoppel, merger or bar to any further
10 administrative or civil proceedings by the Bureau of Real Estate with respect to any matters
11 which were not specifically alleged to be causes for accusation in this proceeding.

12 8. Respondent understands that by agreeing to this Stipulation and Agreement,
13 Respondent agrees to pay, pursuant to Section 10148 of the Code, the cost of the audit which
14 resulted in the determination that Respondent committed the violations found in the
15 Determination of Issues. The amount of said costs for the original audit (Audit No. SD150019)
16 is \$8,787.50. Respondent agrees to pay, pursuant to Section 10148 of the Code, \$8,787.50 for
17 the cost of Audit No. SD150019.

18 9. Respondent has received, read, and understands the "Notice Concerning Costs
19 of Subsequent Audit." Respondent further understands that by agreeing to this Stipulation, the
20 findings set forth below in the Determination of Issues become final, and the Commissioner may
21 charge Respondent for the cost of any subsequent audits conducted pursuant to Business and
22 Professions Code Section 10148 to determine if the violations have been corrected. The
23 maximum cost of the follow-up audits will not exceed one hundred twenty percent (120%) of the
24 cost of the original audits. In the instant case, the total cost of the original audit SD150019 is
25 \$8,787.50, and the maximum cost of the follow-up audits will not exceed \$10,545.00. Therefore,
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ORDER

WHEREFORE, THE FOLLOWING ORDER is hereby made:

All licenses and licensing rights of Respondent C. CRAIG CECILIO under the Real Estate Law are suspended for a period of sixty (60) days from the effective date of this Decision and Order; provided, however, that:

1. Thirty (30) days of said suspension shall be stayed, upon the condition that Respondent petitions pursuant to Section 10175.2 of the Code and pays a monetary penalty pursuant to Section 10175.2 of the Code at a rate of one hundred dollars (\$100.00) for each day of the suspension for a total monetary penalty of \$3,000.

a) Said payment shall be in the form of a cashier's check made payable to the Bureau of Real Estate. Said check must be delivered to the Bureau of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective date of this Decision and Order.

b) No further cause for disciplinary action against the Real Estate license(s) of Respondent occurs within two (2) years from the effective date of the Decision and Order in this matter.

c) If Respondent fails to pay the monetary penalty in accordance with the terms and conditions of this Decision and Order, the suspension shall go into effect automatically. Respondent shall not be entitled to any repayment nor credit, prorated or otherwise, for money paid to the Bureau under the terms of this Decision and Order.

d) If Respondent pays the monetary penalty and any other moneys due under this Stipulation and Agreement and if no further cause for disciplinary action against the Real Estate license(s) of Respondent occurs within two (2) years

1 from the effective date of this Decision and Order, the entire stay hereby
2 granted pursuant to this Decision and Order, shall become permanent.

3 2. Thirty (30) days of said suspension shall be stayed for two (2) years upon the
4 following terms and conditions:

5 a) Respondent shall obey all laws, rules and regulations governing the rights,
6 duties and responsibilities of a real estate licensee in the State of California;
7 and,

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

15 3. All licenses and licensing rights of Respondent are indefinitely suspended
16 unless or until Respondent provides proof satisfactory to the Commissioner of having taken and
17 successfully completed the continuing education course on trust fund accounting and handling
18 specified in paragraph (3) of subdivision (a) of Section 10170.5 of the Business and Professions
19 Code. Proof of satisfaction of these requirements includes evidence that Respondent has
20 successfully completed the trust fund accounting courses, no earlier than one hundred and
21 twenty (120) days prior to the effective date of the Decision and Order in this matter. Proof of
22 completion of the trust fund accounting and handling courses must be delivered to the Bureau of
23 Real Estate, Flag Section, at P.O. Box 137013, Sacramento, CA 95813-7013 or by fax at
24 916-263-8758, prior to the effective date of this Decision and Order.

1 4. Respondent shall, within six (6) months from the effective date of this
2 Decision and Order, take and pass the Professional Responsibility Examination administered by
3 the Bureau including the payment of the appropriate examination fee. If Respondent fails to
4 satisfy this condition, Respondent's real estate license shall automatically be suspended until
5 Respondent passes the examination.

6 5. Respondent shall, within nine (9) months from the effective date of this
7 Decision and Order, present evidence satisfactory to the Commissioner that Respondent has,
8 since the most recent issuance of an original or renewal real estate license, taken and successfully
9 completed the continuing education requirements of Article 2.5 of Chapter 3 of the Real Estate
10 Law for renewal of a real estate license. If Respondent fails to satisfy this condition,
11 Respondent's real estate license shall automatically be suspended until Respondent presents
12 evidence satisfactory to the Commissioner of having taken and successfully completed the
13 continuing education requirements. Proof of completion of the continuing education courses
14 must be delivered to the Bureau of Real Estate, Flag Section at P.O. Box 137013, Sacramento,
15 CA 95813-7013.

16 6. All licenses and licensing rights of Respondent are indefinitely suspended
17 unless or until Respondent pays the sum of \$458.20 for the Commissioner's reasonable cost of
18 the investigation and enforcement which led to this disciplinary action. Said payment shall be in
19 the form of a cashier's check or certified check made payable to the Bureau of Real Estate. The
20 investigation and enforcement costs must be delivered to the Bureau of Real Estate, Flag Section
21 at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective date of this Decision and
22 Order.

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1 7. Pursuant to Section 10148 of the Code, Respondent shall pay the sum of
2 \$8,787.50 for the Commissioner's cost of the audit which led to this disciplinary action.
3 Respondent shall pay such cost within sixty (60) days of receiving an invoice therefore from the
4 Commissioner. Payment of audit costs should not be made until Respondent receives the
5 invoice. If Respondent fails to satisfy this condition in a timely manner as provided for herein,
6 Respondent's real estate license shall automatically be suspended until payment is made in full,
7 or until a decision providing otherwise is adopted following a hearing held pursuant to this
8 condition.

9 DATED: _____

10 _____
11 Julie L. To, Counsel for Complainant

12 * * *

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

21 Respondent shall send a hard copy of the original signed Stipulation and
22 Agreement to: Julie To, Bureau of Real Estate, 320 West Fourth Street, Suite 350, Los Angeles,
23 CA 90013. In the event of time constraints before an administrative hearing, Respondent can
24 signify acceptance and approval of the terms and conditions of this Stipulation and Agreement
25 by emailing a scanned copy of the signature page, as actually signed by Respondent, to the
26 Bureau counsel assigned to this case. Respondent agrees, acknowledges and understands that by
27

1 7. Pursuant to Section 10148 of the Code, Respondent shall pay the sum of
2 \$8,787.50 for the Commissioner's cost of the audit which led to this disciplinary action.
3 Respondent shall pay such cost within sixty (60) days of receiving an invoice therefore from the
4 Commissioner. Payment of audit costs should not be made until Respondent receives the
5 invoice. If Respondent fails to satisfy this condition in a timely manner as provided for herein,
6 Respondent's real estate license shall automatically be suspended until payment is made in full,
7 or until a decision providing otherwise is adopted following a hearing held pursuant to this
8 condition.

9 DATED: 7-28-17



10 Julie L. To, Counsel for Complainant

11 * * *

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

20 Respondent shall send a hard copy of the original signed Stipulation and
21 Agreement to: Julie To, Bureau of Real Estate, 320 West Fourth Street, Suite 350, Los Angeles,
22 CA 90013. In the event of time constraints before an administrative hearing, Respondent can
23 signify acceptance and approval of the terms and conditions of this Stipulation and Agreement
24 by emailing a scanned copy of the signature page, as actually signed by Respondent, to the
25 Bureau counsel assigned to this case. Respondent agrees, acknowledges and understands that by
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1 electronically sending the Bureau a scan of Respondent's actual signature as it appears on the
2 Stipulation and Agreement, that receipt of the scan by the Bureau shall be binding on
3 Respondent as if the Bureau had received the original signed Stipulation and Agreement.

4 DATED: 7/26/17


C. CRAIG CECILIO, Respondent

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6 *I have reviewed the Stipulation and Agreement as to form and content and have*
7 *advised my client accordingly.*

8 DATED: 7/26/17


Joshua A. Rosenthal, Attorney for Respondent C.
CRAIG CECILIO

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10 * * *

11 The foregoing Stipulation and Agreement is hereby adopted as my Decision in
12 this matter and shall become effective at 12 o'clock noon on _____.

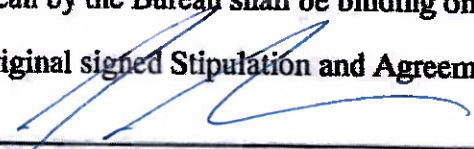
13 IT IS SO ORDERED _____.

14
15 REAL ESTATE COMMISSIONER

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17 _____
WAYNE S. BELL

1 electronically sending the Bureau a scan of Respondent's actual signature as it appears on the
2 Stipulation and Agreement, that receipt of the scan by the Bureau shall be binding on
3 Respondent as if the Bureau had received the original signed Stipulation and Agreement.

4 DATED: 7/26/17



C. CRAIG CECILIO, Respondent

5
6 *I have reviewed the Stipulation and Agreement as to form and content and have*
7 *advised my client accordingly.*

8 DATED: _____

Joshua A. Rosenthal, Attorney for Respondent C.
CRAIG CECILIO

10 * * *

11 The foregoing Stipulation and Agreement is hereby adopted as my Decision in
12 this matter and shall become effective at 12 o'clock noon on _____.

13 IT IS SO ORDERED _____.

14 REAL ESTATE COMMISSIONER

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17 _____
WAYNE S. BELL

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1 electronically sending the Bureau a scan of Respondent's actual signature as it appears on the
2 Stipulation and Agreement, that receipt of the scan by the Bureau shall be binding on
3 Respondent as if the Bureau had received the original signed Stipulation and Agreement.

4 DATED: _____

_____ C. CRAIG CECILIO, Respondent

6 *I have reviewed the Stipulation and Agreement as to form and content and have*
7 *advised my client accordingly.*

8 DATED: _____

_____ Joshua A. Rosenthal, Attorney for Respondent C.
9 CRAIG CECILIO

10 * * *

11 The foregoing Stipulation and Agreement is hereby adopted as my Decision in
12 this matter and shall become effective at 12 o'clock noon on ~~NOV~~ 8 2 2017.

13 IT IS SO ORDERED 8/30/2017

15 REAL ESTATE COMMISSIONER

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17 _____
18 WAYNE S. BELL

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