

FILED

JUN 17 2024

By- [REDACTED]

BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of) No. H-05711 SD
JOSEPH ROBERT ELIAN,)
Respondent.)

ORDER NUNC PRO TUNC

It having been called to the attention of the Real Estate Commissioner that there is a mistake in the terms of the Order of the Stipulation and Agreement in Settlement and Order dated December 4, 2023 effective January 12, 2024, and good cause appearing therefor, the Order is amended as follows:

Page 4, Paragraph 2 of Section II, MORTGAGE LOAN ORIGINATION EDUCATION, Lines 9-11, is amended to read as follows:

“2A. Respondent may not take any of the PE provided for in Paragraph 1 of this Section in an online self-study format (“OSS”). Respondent may take the CE provided for in Paragraph 2 in any format.”

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1 Page 4, Paragraph 4 of Section II, MORTGAGE LOAN ORIGINATION
2 EDUCATION, Lines 16-19, is amended to read as follows:

3 "4. If Respondent fails to timely satisfy the education provided for in Paragraphs
4 1 and/or 2 of this section, Respondent's MLO license endorsement shall remain suspended until
5 Respondent presents evidence satisfactory to the Commissioner of having taken and
6 successfully completed the education requirements."



7 Page 4, Paragraph 5 of Section II, MORTGAGE LOAN ORIGINATION
8 EDUCATION, Lines 20-22, is amended to read as follows:

9 "5. Respondent agrees that the CE provided for in Paragraph 2 of this
10 section is in addition to any NMLS education required for licensure under the
11 SAFE Act. The CE provided for in Paragraph 2 will not count toward
12 satisfying 2024 standard SAFE Act CE requirements."

13 This Order shall become effective immediately.

14 IT IS SO ORDERED 6/10/2024

15 CHIKA SUNQUIST
16 REAL ESTATE COMMISSIONER

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18 By: 
19 Chief Deputy Real Estate Commissioner
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1 Department of Real Estate
2 320 W. 4th Street, Suite 350
3 Los Angeles, CA 90013-1105
4 Telephone: (213) 576-6982

FILED

DEC 13 2023

DEPT. OF REAL ESTATE

By [REDACTED]

BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

* * *

In the Matter of the Accusation Against

DRE No. H-05711 SD

JOSEPH ROBERT ELIAN,

Respondent.

STIPULATION AND AGREEMENT
IN SETTLEMENT AND ORDER

It is hereby stipulated by and between JOSEPH ROBERT ELIAN (sometimes referred to as "Respondent"), acting by and through Paul N. Philips, and the Complainant, acting by and through Kevin H. Sun, Counsel for the Department of Real Estate, as follows for the purpose of settling and disposing of the Accusation ("Accusation") filed on February 15, 2023, in this matter:

1. All issues which were to be contested and all evidence which was to be presented by Complainant and Respondent 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 ("Stipulation").

2. Respondent received, read and understands the Statement to Respondent, the Discovery Provisions of the APA and the Accusation filed by the Department of Real Estate

STIPULATION AND AGREEMENT IN SETTLEMENT AND ORDER

1 (“Department”) in this proceeding.

2 3. Respondent filed a Notice of Defense pursuant to Section 11506 of the Government
3 Code for the purpose of requesting a hearing on the allegations in the Accusation. Respondent
4 hereby freely and voluntarily withdraws said Notice of Defense. Respondent acknowledges that
5 Respondent understands that by withdrawing said Notice of Defense Respondent thereby waives
6 Respondent’s right to require the Commissioner to prove the allegations in the Accusation at a
7 contested hearing held in accordance with the provisions of the APA and that Respondent will
8 waive other rights afforded to Respondent in connection with the hearing such as the right to
9 present evidence in his defense, and the right to cross-examine witnesses.

10 4. This Stipulation is based on the factual allegations contained in the Accusation filed in
11 this proceeding. In the interest of expedience and economy, Respondent chooses not to contest
12 these factual allegations, but to remain silent and understands that, as a result thereof, these
13 factual statements, will serve as a prima facie basis for the disciplinary action stipulated to
14 herein. The Real Estate Commissioner shall not be required to provide further evidence to prove
15 such allegations.

16 5. This Stipulation and Respondent’s decision not to contest the Accusation are made for
17 the purpose of reaching an agreed disposition of this proceeding and are expressly limited to this
18 proceeding and any other proceeding or case in which the Department, or another licensing
19 agency of this state, another state or if the federal government is involved and otherwise shall not
20 be admissible in any other criminal or civil proceedings.

21 6. It is understood by the parties that the Real Estate Commissioner may adopt this
22 Stipulation as his Decision in this matter thereby imposing the penalty and sanctions on
23 Respondent’s real estate license and license rights as set forth in the below “Order.” In the event
24 that the Commissioner in his discretion does not adopt the Stipulation, the Stipulation shall be
25 void and of no effect and Respondent shall retain the right to a hearing and proceed on the
26 Accusation under the provisions of the APA and shall not be bound by any stipulation or waiver
27 made herein.

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

5 DETERMINATION OF ISSUES

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

9 The conduct, acts or omissions of Respondent JOSEPH ELIAN ROBERT, as set forth in
10 the Accusation, are a basis for discipline of Respondent's real estate license, mortgage loan
11 originator ("MLO") license endorsement, and license rights pursuant to the Real Estate Law, Part
12 1 of Division 4 of the California Business and Professions Code ("Code") sections 10166.05(c),
13 10166.051(a), 10166.051(b), 10177(d), 10177(g) and/or 10177(j).

14 ORDER

15 WHEREFORE, THE FOLLOWING ORDER is hereby made:

16 I. SUSPENSION OF MLO LICENSE ENDORSEMENT

17 1. All MLO license endorsements and endorsement rights of Respondent under the Real
18 Estate Law are suspended for a period of ninety (90) days from the Effective Date or the
19 reinstatement of an MLO license endorsement or the issuance of a new MLO license
20 endorsement.

21 2. Respondent further agrees that Respondent must satisfy the Education and
22 Administrative Penalty provisions prior to reinstatement of their MLO license endorsement or
23 issuance of new MLO license endorsement.

24 II. MORTGAGE LOAN ORIGINATION EDUCATION

25 1. Respondent shall, within one hundred and twenty (120) days from the Effective Date
26 of this Decision and Order, take and complete the following mortgage loan originator education
27 requirements: Twenty (20) hours of NMLS approved pre-licensure education ("PE") for

1 mortgage loan originators, which shall consist of fourteen (14) hours of federal law curriculum,
2 three (3) hours of ethics curriculum, and three (3) hours of non-traditional mortgage lending
3 curriculum. None of these twenty (20) hours of PE may be state-specific curriculum;

4 2. Respondent shall, within ninety (90) days from the Effective Date of this Decision and
5 Order, take and complete the following mortgage loan originator education requirements: Eight
6 (8) hours of continuing education ("CE"), which shall consist of four (4) hours of federal law
7 curriculum, two (2) hours of ethics curriculum, and two (2) hours of non-traditional mortgage
8 lending curriculum. None of these eight (8) hours of CE may be state-specific curriculum.

9 2. Respondent may not take any of the PE provided for in Paragraph 1(a) of this Section
10 in an online self-study format ("OSS"). Respondent may take the CE provided for in Paragraph
11 1(b) in any format.

12 3. For a period of three (3) years from the Effective Date of this Order, Respondent shall
13 be required to complete any additional PE and/or CE required under the SAFE Act in a format
14 other than OSS. If Respondent fails to comply with this condition, the renewal application or
15 new application of Respondent will be deemed incomplete by the Department.

16 4. If Respondent fails to timely satisfy the education provided for in Paragraph 1 of this
17 section, Respondent's MLO license endorsement shall remain suspended until Respondent
18 presents evidence satisfactory to the Commissioner of having taken and successfully completed
19 the education requirements.

20 5. Respondent agrees that the CE provided for in Paragraph 1 of this section is in addition
21 to any NMLS education required for licensure under the SAFE Act. The CE provided for in
22 Paragraph 1 will not count toward satisfying 2024 standard SAFE Act CE requirements.

23 6. Respondent further agrees that the Department may exercise its examination or
24 investigative authority pursuant to the normal process for such authorized under the Real Estate
25 Law and Commissioner's Regulations in the instance a determination is made wherein
26 Respondent is found to be in violation of the education requirements under this section.

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1 V. INVESTIGATION AND ENFORCEMENT COSTS

2 All licenses and licensing rights of Respondent are indefinitely suspended unless or until
3 Respondent pays the sum of \$1,276.40 for the Commissioner's reasonable costs of the
4 investigation (\$753.20) and enforcement (\$523.20), which led to this disciplinary action. Said
5 payment shall be in the form of a cashier's check made payable to the Department of Real Estate.
6 The payment of the investigative and enforcement costs must be delivered to the Department of
7 Real Estate, Flag Section, at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the
8 Effective Date of this Decision and Order. 

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10 DATED: November 6, 2023

11 Kevin H. Sun, Counsel for
12 Department of Real Estate

13 EXECUTION OF THE STIPULATION

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

21 Respondent shall mail the original signed signature page of the stipulation herein to
22 Kevin H. Sun, Attention: Legal Section, Department of Real Estate, 320 W. Fourth St., Suite
23 350, Los Angeles, California 90013-1105.

24 In the event of time constraints before an administrative hearing, Respondent can signify
25 acceptance and approval of the terms and conditions of this Stipulation and Agreement by
26 emailing a scanned copy of the signature page, as actually signed by Respondent, to the
27 Department counsel assigned to this case. Respondent agrees, acknowledges, and understands

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

5 Respondent's signature below constitutes acceptance and approval of the terms and
6 conditions of this Stipulation. Respondent agrees, acknowledges and understands that by signing
7 this Stipulation, Respondent is bound by its terms as of the date of such signatures and that this
8 agreement is not subject to rescission or amendment at a later date except by a separate Decision
9 and Order of the Real Estate Commissioner.

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11 DATED: 11/3/2022

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14 DATED: 11/6/23

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18 The foregoing Stipulation and Agreement is hereby adopted as my Decision as to
19 Respondent JOSEPH ROBERT ELIAN and shall become effective at 12 o'clock noon on
20 **JAN 12 2024**

21 IT IS SO ORDERED 12/4/23

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23 DOUGLAS R. McCAULEY
24 REAL ESTATE COMMISSIONER

25
26 for Doug McCauley