

1 DEPARTMENT OF REAL ESTATE  
2 P. O. Box 137007  
3 Sacramento, CA 95813-7007

4 Telephone: (916) 576-8700  
5 Fax: (916) 263-3767

**FILED**

JAN 22 2020

DEPARTMENT OF REAL ESTATE

By S. Kropp

6  
7  
8 BEFORE THE DEPARTMENT OF REAL ESTATE

9 STATE OF CALIFORNIA

10 \* \* \*

11  
12 In the Matter of the Accusation of ) BRE No. H-6860 SAC  
13 )  
14 CROWN POINT FINANCIAL GROUP, INC. )  
15 And REGINALD R. LAL, )  
Respondents. ) STIPULATION AND AGREEMENT  
IN SETTLEMENT AND ORDER

16 It is hereby stipulated by and between CROWN POINT FINANCIAL GROUP,  
17 INC. (CPFPG), and REGINALD R. LAL (LAL), collectively Respondents, and the Complainant,  
18 acting by and through Richard K. Uno, Counsel for the DEPARTMENT of Real Estate  
19 (DEPARTMENT); as follows for the purpose of settling and disposing of the Accusation filed on  
20 July 23, 2019, in this matter:

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

26 2. Respondents have received, read, and understand the Statement to  
27 Respondent, the Discovery Provisions of the APA and the Accusation filed by the

1 DEPARTMENT of Real Estate in this proceeding.

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

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

17           5.       It is understood by the parties that the Commissioner may adopt the  
18 Stipulation as his Decision and Order in this matter, thereby imposing the penalty and sanctions  
19 on Respondents' real estate licenses and license rights as set forth in the below "Order". In the  
20 event that the Commissioner in his discretion does not adopt the Stipulation, it shall be void and  
21 of no effect, and Respondents shall retain the rights to a hearing and proceeding on the  
22 Accusation under all the provisions of the APA and shall not be bound by any admission or  
23 waiver made herein.

24           6.       The Order or any subsequent Order of the Commissioner made pursuant to  
25 this Stipulation shall not constitute an estoppel, merger, or bar to any further administrative or  
26 civil proceedings by the DEPARTMENT with respect to any matters which were not specifically  
27 alleged to be causes for accusation in this proceeding.

1                     7.        Respondents understand that by agreeing to this Stipulation, Respondents  
2 agree to pay, pursuant to Section 10106 of the Code, the cost of the investigation in the amount  
3 of \$3,593.90.

4   DETERMINATION OF ISSUES

5                     By reason of the foregoing stipulations, admissions and waivers, and solely for  
6 the purpose of settlement of the pending Accusation without a hearing, it is stipulated and agreed  
7 that the acts and/or omissions of Respondents, as described in the Accusation, constitute grounds  
8 for the suspension or revocation of the licenses and license rights of Respondents under the  
9 provisions of Sections 10166.02(A), 10177(d), 10177(g), 10232.4, 10232.45, 10134, 10236.7,  
10 10238 and 10240 of the Code, and as to LAL, only, Sections 2725 of the Regulations and  
11 Sections 10177(h) of the Code.

12   ORDER

13   CROWN POINT FINANCIAL GROUP, INC.

14                     All licenses and licensing rights of CPFPG, under the Real Estate Law are revoked;  
15 provided, however, a restricted corporate real estate broker license and restricted MLO  
16 Endorsement shall be issued to CPFPG, pursuant to Section 10156.5 of the Code, if CPFPG makes  
17 application therefore and pays to the DEPARTMENT of Real Estate the appropriate fee for the  
18 restricted license within 90 days from the effective date of this Stipulation. The restricted license  
19 issued to CPFPG shall be subject to all of the provisions of Section 10156.7 of the Code and to the  
20 following limitations, conditions, and restrictions imposed under authority of Section 10156.6 of  
21 the Code:

22                     1.        The restricted license issued to CPFPG may be suspended prior to hearing  
23 by Order of the Commissioner on evidence satisfactory to the Commissioner that CPFPG has  
24 violated provisions of the California Real Estate Law, the Subdivided Lands Law, Regulations of  
25 the Commissioner or conditions attaching to the restricted license.

26                     2.        CPFPG shall not be eligible to apply for the issuance of any unrestricted  
27 real estate license nor the removal of any of the conditions, limitations, or restrictions of a

1 restricted until four (4) years have elapsed from the effective date of this Stipulation. CPFPG shall  
2 not be eligible to apply for any unrestricted licenses until all restrictions attaching to the license  
3 have been removed.

4 REGINALD R. LAL

5 All licenses and licensing rights of LAL, under the Real Estate Law are revoked;  
6 provided, however, a restricted real estate broker license and restricted MLO Endorsement, shall  
7 be issued to LAL, pursuant to Section 10156.5 of the Code, if LAL makes application therefore  
8 and pays to the DEPARTMENT of Real Estate the appropriate fee for the restricted license  
9 within 90 days from the effective date of this Stipulation. The restricted license issued to LAL  
10 shall be subject to all of the provisions of Section 10156.7 of the Code and to the following  
11 limitations, conditions, and restrictions imposed under authority of Section 10156.6 of the Code:

12 1. The restricted license issued to LAL may be suspended prior to hearing by  
13 Order of the Commissioner in the event of LAL's conviction or plea of nolo contendere to a  
14 crime which is substantially related to LAL's fitness or capacity as a real estate licensee.

15 2. The restricted license issued to LAL may be suspended prior to hearing by  
16 Order of the Commissioner on evidence satisfactory to the Commissioner that LAL has violated  
17 provisions of the California Real Estate Law, the Subdivided Lands Law, Regulations of the  
18 Commissioner or conditions attaching to the restricted license.

19 3. LAL shall not be eligible to apply for the issuance of any unrestricted real  
20 estate license nor the removal of any of the conditions, limitations, or restrictions of a restricted  
21 until four (4) years have elapsed from the effective date of this Stipulation. LAL shall not be  
22 eligible to apply for any unrestricted licenses until all restrictions attaching to the license have  
23 been removed.

24 4. LAL shall, within nine (9) months from the effective date of this  
25 Stipulation, present evidence satisfactory to the Commissioner that LAL has, since the most  
26 recent issuance of an original or renewal real estate license, taken and successfully completed the  
27 continuing education requirements of Article 2.5 of Chapter 3 of the Real Estate Law for renewal

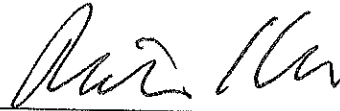
1 of a real estate license. If LAL fails to satisfy this condition, LAL's real estate license shall  
2 automatically be suspended until LAL presents evidence satisfactory to the Commissioner of  
3 having taken and successfully completed the continuing education requirements. Proof of  
4 completion of the continuing education courses must be delivered to the DEPARTMENT of Real  
5 Estate, Flag Section, at P.O. Box 137013, Sacramento, CA 95813-7013.

6 CROWN POINT FINANCIAL GROUP, INC. and REGINALD R. LAL

7 1. All licenses and licensing rights of Respondents are indefinitely  
8 Suspended unless or until Respondents pay the sum of \$3,593.90 for the Commissioner's  
9 reasonable cost of the investigation which led to this disciplinary action. Said payment shall be  
10 in the form of a cashier's check made payable to the Bureau of Real Estate. The investigative  
11 and enforcement costs must be delivered to the Bureau of Real Estate, Flag Section at P.O. Box  
12 137013, Sacramento, CA 95813-7013, prior to the effective date of this Decision and Order.

13  
14 12/24/19

15 DATED

13  
14 

15 RICHARD K. UNO, Counsel III  
16 DEPARTMENT OF REAL ESTATE


17 \* \* \*

18 I have read the Stipulation and Agreement in Settlement and Order and its terms  
19 are understood by me and are agreeable and acceptable to me. I understand that I am waiving  
20 rights given to me by the California Administrative Procedure Act (including but not limited  
21 to Sections 11506, 11508, 11509 and 11513 of the Government Code), and I willingly,  
22 intelligently, and voluntarily waive those rights, including the right of requiring the  
23 Commissioner to prove the allegations in the Accusation at a hearing at which I would have the  
24  
25  
26  
27

1 right to cross-examine witnesses against me and to present evidence in defense and mitigation  
2 of the charges.

3  
4 12/20/19

5 DATED

6   
CROWNPOINT FINANCIAL GROUP, INC.  
BY: REGINALD R. LAL

7  
8 12/20/19

9 DATED

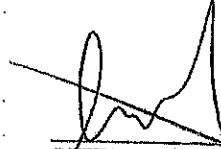
10   
REGINALD R. LAL

11 \*\*\*

12  
13 *I have reviewed this Stipulation and Agreement as to form and content and have  
advised my clients accordingly.*

14  
15 12-20-2019

16 DATED

17   
SETH WEINSTEIN  
Attorney For Respondents

18  
19 The foregoing Stipulation and Agreement In Settlement and Order is hereby  
20 adopted by the Real Estate Commissioner as his Decision and Order and shall become  
21 effective at 12 o'clock noon on **FEB 12 2020**

22 IT IS SO ORDERED 1/17/20

23  
24 ACTING REAL ESTATE COMMISSIONER

25   
26 SANDRA KNAU  
27