

1 BUREAU OF REAL ESTATE
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FILED

MAR 30 2017

BUREAU OF REAL ESTATE

By *Agnes Rivera*

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7
8 BEFORE THE BUREAU OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation against) CalBRE No. H-40215 LA
12) OAH No. 2016061014
13 RELIABLE LOAN SERVICING, INC. and)
14 ANGELICA M. VEGA, individually and as) STIPULATION AND
15 designated officer of Reliable Loan Servicing, Inc.,) AGREEMENT IN
) SETTLEMENT AND ORDER
)

16 It is hereby stipulated by and between Respondents RELIABLE LOAN
17 SERVICING, INC. and ANGELICA M. VEGA (collectively "Respondents") and their attorney
18 of record, Joshua A. Rosenthal, and the Complainant, acting by and through Lissete Garcia,
19 Counsel for the Bureau of Real Estate ("Bureau"), as follows for the purpose of settling and
20 disposing the Accusation filed on April 20, 2016, in this matter (herein "Accusation"):

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
23 hearing was to be held in accordance with the provisions of the Administrative Procedure Act
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1 ("APA"), shall instead and in place thereof be submitted on the basis of the provisions of this
2 Stipulation and Agreement in Settlement and Order ("Stipulation").

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

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

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

20 5. This Stipulation and Respondents' decision not to contest the Accusation are
21 made for the purpose of reaching an agreed disposition of this proceeding and are expressly
22 limited to this proceeding and any other proceeding or case in which the Bureau of Real Estate,
23 or another licensing agency of this state, another state or if the federal government is involved
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1 and otherwise shall not be admissible in any other criminal or civil proceedings.

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

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

13 DETERMINATION OF ISSUES

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

17 I.

18 The conduct, acts and/or omissions of Respondent RELIABLE LOAN
19 SERVICING, INC. as set forth in Paragraphs 10(a) through 10(k) of the Accusation, constitute
20 cause for the suspension or revocation of all the real estate licenses and license rights of
21 Respondent RELIABLE LOAN SERVICING, INC. under the provisions of Section 10177(d) of
22 the Business and Professions Code ("Code") for violation of Code Sections 10145, 101232.2(c),
23 10232.25, 10232.2, 10238(o), 10238(j)(4), 10238(j)(6), 10238(k)(3), 10238(k), 10233(a), and
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1 10148, and Sections 2832.1, 2831, 2831.1, 2831.2, 2849.01, 2846.8, 2846.8, and 2846.5 of the
2 Regulations of the Real Estate Commissioner, Title 10, Chapter 6, California Code of
3 Regulations (“Regulations”).

4 II.

5 The conduct, acts and/or omissions of Respondent ANGELICA M. VEGA as set
6 forth in Paragraph 10(l) of the Accusation, constitute cause for the suspension or revocation of
7 all the real estate licenses and license rights of Respondent ANGELICA M. VEGA under the
8 provisions of Code Section 10177(h) for violation of Code Section 10159.2 and Regulation
9 2725.

10 ORDER

11 I.

12 All licenses and licensed rights of Respondent RELIABLE LOAN SERVICING,
13 INC. (“RLSI”) under the Real Estate Law are revoked; provided, however, a restricted real estate
14 broker license shall be issued to Respondent RLSI pursuant to Section 10156.5 of the Business
15 and Professions Code if Respondent makes application therefor and pays to the Bureau of Real
16 Estate the appropriate fee for the restricted license within 90 days from the effective date of this
17 Decision. The restricted license issued to Respondent RLSI shall be subject to all of the
18 provisions of Section 10156.7 of the Business and Professions Code and to the following
19 limitations, conditions and restrictions imposed under authority of Section 10156.6 of that Code:

20 1. The restricted license issued to Respondent RLSI may be suspended prior to
21 hearing by Order of the Real Estate Commissioner in the event of Respondent’s conviction or
22 plea of nolo contendere to a crime which is substantially related to Respondent’s fitness or
23 capacity as a real estate licensee.

1 2. The restricted license issued to Respondent RLSI may be suspended prior to
2 hearing by Order of the Real Estate Commissioner on evidence satisfactory to the Commissioner
3 that Respondent has violated provisions of the California Real Estate Law, the Subdivided Lands
4 Law, Regulations of the Real Estate Commissioner or conditions attaching to the restricted
5 license.

6 3. Respondent RLSI shall not be eligible to petition for the issuance of any
7 unrestricted real estate license nor for removal of any of the conditions, limitations or restrictions
8 of a restricted license until two (2) years have elapsed from the effective date of this Decision
9 and Order. Respondent shall not be eligible to apply for any unrestricted licenses until all
10 restrictions attaching to the license have been removed.

11 4. Pursuant to Section 10148 of the Code, Respondent RLSI shall pay the sum of
12 \$8,994.00 for the Commissioner's cost of the audit which led to this disciplinary action.

13 **Respondent RLSI shall pay such cost within sixty (60) days of receiving an invoice**
14 **therefore from the Commissioner.** Payment of audit costs should not be made until
15 Respondent receives the invoice. If Respondent fails to satisfy this condition in a timely manner
16 as provided for herein, Respondent's real estate license shall automatically be suspended until
17 payment is made in full, or until a decision providing otherwise is adopted following a hearing
18 held pursuant to this condition.

19 5. Pursuant to Section 10148 of the Code, Respondent RLSI shall pay the
20 Commissioner's reasonable cost, not to exceed \$11,242.50, for an audit to determine if
21 Respondent has corrected the violations found in the Determination of Issues. In calculating the
22 amount of the Commissioner's reasonable cost, the Commissioner may use the estimated average
23 hourly salary for all persons performing audits of real estate brokers, and shall include an
24 allocation for travel time to and from the auditor's place of work. **Respondent shall pay such**

1 **cost within sixty (60) days of receiving an invoice therefore from the Commissioner.**

2 Payment of the audit costs should not be made until Respondent receives the invoice. If
3 Respondent fails to satisfy this condition in a timely manner as provided for herein,
4 Respondent's real estate license shall automatically be suspended until payment is made in full,
5 or until a decision providing otherwise is adopted following a hearing held pursuant to this
6 condition.

7 6. All licenses and licensing rights of Respondent are indefinitely suspended
8 unless or until Respondent pays, either jointly with Respondent ANGELICA M. VEGA or
9 severally, the sum of \$3,306.20 for the Commissioner's reasonable cost of the investigation and
10 enforcement which led to this disciplinary action. Said payment shall be in the form of a
11 cashier's check made payable to the Bureau of Real Estate. **The investigative and enforcement**
12 **costs must be delivered to the Bureau of Real Estate, Flag Section at P.O. Box 137007,**
13 **Sacramento, CA 95813-7007, prior to the effective date of this Order.**

14 II.

15 All licenses and licensed rights of Respondent ANGELICA M. VEGA ("VEGA")
16 under the Real Estate Law are revoked; provided, however, a restricted real estate broker license
17 shall be issued to Respondent VEGA pursuant to Section 10156.5 of the Business and
18 Professions Code if Respondent makes application therefor and pays to the Bureau of Real Estate
19 the appropriate fee for the restricted license within 90 days from the effective date of this
20 Decision. The restricted license issued to Respondent VEGA shall be subject to all of the
21 provisions of Section 10156.7 of the Business and Professions Code and to the following
22 limitations, conditions and restrictions imposed under authority of Section 10156.6 of that Code:
23
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1 1. The restricted license issued to Respondent VEGA may be suspended prior to
2 hearing by Order of the Real Estate Commissioner in the event of Respondent's conviction or
3 plea of nolo contendere to a crime which is substantially related to Respondent's fitness or
4 capacity as a real estate licensee.

5 2. The restricted license issued to Respondent VEGA may be suspended prior to
6 hearing by Order of the Real Estate Commissioner on evidence satisfactory to the Commissioner
7 that Respondent has violated provisions of the California Real Estate Law, the Subdivided Lands
8 Law, Regulations of the Real Estate Commissioner or conditions attaching to the restricted
9 license.


10 3. Respondent VEGA shall not be eligible to petition for the issuance of any
11 unrestricted real estate license nor for removal of any of the conditions, limitations or restrictions
12 of a restricted license until two (2) years have elapsed from the effective date of this Decision
13 and Order. Respondent shall not be eligible to apply for any unrestricted licenses until all
14 restrictions attaching to the license have been removed.

15 4. All licenses and licensing rights of Respondent VEGA are indefinitely
16 suspended unless or until Respondent provides proof satisfactory to the Commissioner, of having
17 taken and successfully completed the continuing education course on trust fund accounting and
18 handling specified in paragraph (3) of subdivision (a) of Section 10170.5 of the Business and
19 Professions Code. Proof of satisfaction of these requirements includes evidence that Respondent
20 has successfully completed the trust fund account and handling continuing education courses, no
21 earlier than 120 days prior to the effective date of the Order in this matter. **Proof of completion**
22 **of the trust fund accounting and handling course must be delivered to the Bureau of Real**
23 **Estate, Flag Section at P.O. Box 137007, Sacramento, CA 95813-7007 or by fax at 916-263-**
24 **3767, prior to the effective date of this Order.**

1 5. All licenses and licensing rights of Respondent are indefinitely suspended
2 unless or until Respondent pays, either jointly with Respondent RLSI or severally, the sum of
3 \$3,306.20 for the Commissioner's reasonable cost of the investigation and enforcement which
4 led to this disciplinary action. Said payment shall be in the form of a cashier's check made
5 payable to the Bureau of Real Estate. **The investigative and enforcement costs must be**
6 **delivered to the Bureau of Real Estate, Flag Section at P.O. Box 137007, Sacramento, CA**
7 **95813-7007, prior to the effective date of this Order.**

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

18 DATE: 1/17/2017



Lissete Garcia, Counsel
Bureau of Real Estate

20 * * *


21 We have read this Stipulation and Agreement, have discussed it with our counsel,
22 and its terms are understood by us and are agreeable and acceptable to us. We understand that
23 we are waiving rights given to us by the California APA (including but not limited to Sections
24 11506, 11508, 11509, and 11513 of the Government Code), and we willingly, intelligently, and

1 voluntarily waive those rights, including the right of requiring the Commissioner to prove the
2 allegations in the Accusation at a hearing at which we would have the right to cross-examine
3 witnesses against us and to present evidence in defense and mitigation of the charges.

4 Respondents can signify acceptance and approval of the terms and conditions of
5 this Stipulation and Agreement by faxing or electronically e-mailing a copy of the signature
6 page, as actually signed by Respondents, to the Bureau at fax number (213) 576-6917.

7 Respondents agree, acknowledge, and understand that by electronically sending to the Bureau a
8 fax or other electronic copy of Respondents' actual signatures, as they appear on the Stipulation
9 and Agreement, that receipt of the faxed or e-mailed copy by the Bureau shall be as binding on
10 Respondents as if the Bureau had received the original signed Stipulation and Agreement. By
11 signing this Stipulation and Agreement, Respondents understand and agree that Respondents
12 may not withdraw their agreement or seek to rescind the Stipulation and Agreement prior to the
13 time the Commissioner considers and acts upon it or prior to the effective date.

14
15 DATE: 1-12-17


On behalf of Respondent RELIABLE
LOAN SERVICING, INC.
Printed Name Lynn Wolcott

16
17
18 DATE: _____

ANGELICA M. VEGA
Respondent

19
20
21 *I have reviewed the Stipulation and Agreement as to form and content and have advised
my clients accordingly.*

22
23 DATE: _____

Attorney for Respondents

24 * * *

1 voluntarily waive those rights, including the right of requiring the Commissioner to prove the
2 allegations in the Accusation at a hearing at which we would have the right to cross-examine
3 witnesses against us and to present evidence in defense and mitigation of the charges.

4 Respondents can signify acceptance and approval of the terms and conditions of
5 this Stipulation and Agreement by faxing or electronically e-mailing a copy of the signature
6 page, as actually signed by Respondents, to the Bureau at fax number (213) 576-6917.

7 Respondents agree, acknowledge, and understand that by electronically sending to the Bureau a
8 fax or other electronic copy of Respondents' actual signatures, as they appear on the Stipulation
9 and Agreement, that receipt of the faxed or e-mailed copy by the Bureau shall be as binding on
10 Respondents as if the Bureau had received the original signed Stipulation and Agreement. By
11 signing this Stipulation and Agreement, Respondents understand and agree that Respondents
12 may not withdraw their agreement or seek to rescind the Stipulation and Agreement prior to the
13 time the Commissioner considers and acts upon it or prior to the effective date.

14
15 DATE: _____

On behalf of Respondent RELIABLE
LOAN SERVICING, INC.
Printed Name _____

16
17
18 DATE: JANUARY 13 2017



ANGELICA M. VEGA
Respondent

19
20
21 *I have reviewed the Stipulation and Agreement as to form and content and have advised
my clients accordingly.*

22
23 DATE: _____

Attorney for Respondents

24 * * *

1 voluntarily waive those rights, including the right of requiring the Commissioner to prove the
2 allegations in the Accusation at a hearing at which we would have the right to cross-examine
3 witnesses against us and to present evidence in defense and mitigation of the charges.

4 Respondents can signify acceptance and approval of the terms and conditions of
5 this Stipulation and Agreement by faxing or electronically e-mailing a copy of the signature
6 page, as actually signed by Respondents, to the Bureau at fax number (213) 576-6917.

7 Respondents agree, acknowledge, and understand that by electronically sending to the Bureau a
8 fax or other electronic copy of Respondents' actual signatures, as they appear on the Stipulation
9 and Agreement, that receipt of the faxed or e-mailed copy by the Bureau shall be as binding on
10 Respondents as if the Bureau had received the original signed Stipulation and Agreement. By
11 signing this Stipulation and Agreement, Respondents understand and agree that Respondents
12 may not withdraw their agreement or seek to rescind the Stipulation and Agreement prior to the
13 time the Commissioner considers and acts upon it or prior to the effective date.

14
15 DATE: _____

16 On behalf of Respondent RELIABLE
17 LOAN SERVICING, INC.
18 Printed Name _____

19
20 DATE: _____

21 ANGELICA M. VEGA
22 Respondent

23 *I have reviewed the Stipulation and Agreement as to form and content and have advised
24 my clients accordingly.*

DATE: 11/17/2017



Attorney for Respondents

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The foregoing Stipulation and Agreement in Settlement and Order is hereby
adopted by me as my Decision in this matter and shall become effective at 12 o'clock noon on
APR 19 2017, 2017.

IT IS SO ORDERED March 27, 2017.

WAYNE S. BELL
REAL ESTATE COMMISSIONER