

1 Bureau of Real Estate
2 320 West 4th Street, Suite 350
3 Los Angeles, CA 90013-1105

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FILED

OCT 02 2017

BUREAU OF REAL ESTATE

By 

9 **BEFORE THE BUREAU OF REAL ESTATE**

10 **STATE OF CALIFORNIA**

11 * * *

12 In the Matter of the Accusation of) No. H-40436 LA
13) OAH No. 2016110932
14 NEWPORT HOME LOAN INC., and)
14 BYRON THOMAS BARCLAY,)
15 individually, and as designated) STIPULATION AND
15 officer of Newport Home Loan Inc.) AGREEMENT
16)
16 Respondents.)
17 _____)

18
19 It is hereby stipulated by and between Respondents NEWPORT HOME LOAN
20 INC. ("NEWPORT") and, BYRON THOMAS BARCLAY ("BARKLAY"), individually, and
21 as designated officer for NEWPORT (sometimes referred to as "Respondents"), and their
22 attorney of record, Dennis H. Doss, Esq., and the Complainant, acting by and through Cheryl
23 Keily, Counsel for the Bureau of Real Estate, as follows for the purpose of settling and
24 disposing of the Accusation filed on November 1, 2016, in this matter.

25 1. All issues which were to be contested and all evidence which was to be
26 presented by Complainant and Respondents at a formal hearing on the Accusation
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1 ("Accusation"), which hearing was to be held in accordance with the provisions of the
2 Administrative Procedure Act (APA), shall instead and in place thereof be submitted solely on
3 the basis of the provisions of this Stipulation and Agreement.
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5 2. Respondents have received, read and understand the Statement to Respondent,
6 the Discovery Provisions of the APA and the Accusation filed by the Bureau of Real Estate
7 ("Bureau") in this proceeding.

8 3. On November 8, 2016, Respondents filed a Notice of Defense, pursuant to
9 Section 11506 of the Government Code for the purpose of requesting a hearing on the
10 allegations in the Accusations. Respondents hereby freely and voluntarily withdraw said Notice
11 of Defense. Respondents acknowledge that they understand that by withdrawing said Notice of
12 Defense they will thereby waive their right to require the Commissioner of Real Estate
13 ("Commissioner") to prove the allegations in the Accusations at a contested hearing held in
14 accordance with the provisions of the APA and that they will waive other rights afforded to
15 them in connection with the hearing, such as the right to present evidence in defense of the
16 allegations in the Accusation and the right to cross-examine witnesses.

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

23 5. This Stipulation is made for the purpose of reaching an agreed disposition of
24 this proceeding and is expressly limited to this proceeding and any other proceeding or case in
25 which the Bureau, the state or federal government, or any agency of this state, another state or
26 federal government is involved, and otherwise shall not be admissible in any other criminal or
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1 civil proceedings.

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

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

14 8. Respondents understand that by agreeing to this Stipulation, Respondents
15 agree to pay, pursuant to Code Section 10106, the cost of the investigation and enforcement of
16 this matter. The total amount of the investigation and enforcement costs is \$1,725.20.

17 DETERMINATION OF ISSUES

18 1. The conduct, acts or omissions of Respondents, as set forth in the
19 Accusations, is in violation of Business and Professions Code Sections 10232.25, 10232.4,
20 10232.5, 10238(l) and 10159.2 and Sections 2725, and 2846 of Title 10, Chapter 6, Code of
21 Regulations and constitutes cause to suspend or revoke the real estate licenses and license
22 rights of Respondents under the provisions of Code Sections 10177(g).

23 ORDER

24 WHEREFORE, THE FOLLOWING ORDER is hereby made:

25 I. ALL licenses and licensing rights of Respondents NEWPORT and
26 BARCLAY under the Real Estate Law are suspended for a period of sixty (60) days from the
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1 effective date of this Decision, which suspension shall be stayed on the following terms and
2 conditions;

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4 1. Respondents shall obey all laws, rules and regulations governing the rights,
5 duties and responsibilities of a real estate licensee in the State of California; and

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

12 II. All licenses and licensing rights of Respondents are indefinitely suspended
13 unless or until Respondents pay the sum of \$1,725.20 for the Commissioner's reasonable cost
14 of the investigation and enforcement which led to this disciplinary action. Said payment shall
15 be in the form of a cashier's check made payable to the Bureau of Real Estate. The
16 investigative and enforcements costs must be delivered to the Bureau of Real Estate, Flag
17 Section at P.O. Box 137013, Sacramento, California 95813-7013, within sixty (60) days of the
18 effective date of this Decision and Order.

19 DATED: Sept 6, 2017

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21 Cheryl D. Kelly, Counsel
22 BUREAU OF REAL ESTATE

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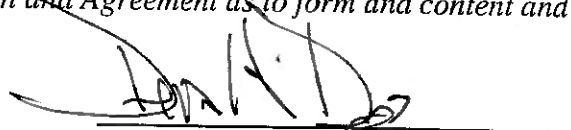
24 I have read the Stipulation and Agreement, and its terms are understood by me
25 and are agreeable and acceptable to me. I understand that I am waiving rights given to me by
26 the APA (including but not limited to Sections 11506, 11508, 11509 and 11513 of the
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1 Government Code), and I willingly, intelligently and voluntarily waive those rights, including
2 the right of requiring the Commissioner to prove the allegations in the Accusation at a hearing
3 at which I would have the right to cross-examine witnesses against me and to present evidence
4 in defense and mitigation of the charges.
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6 Respondents can signify acceptance and approval of the terms and conditions of
7 this Stipulation and Agreement by sending a hard copy of the original signed Stipulation and
8 Agreement to Cheryl Keily at the Bureau of Real Estate, 320 W. 4th Street, Ste. 350, Los
9 Angeles, California 90013. In the event of time constraints before an administrative hearing,
10 Respondents may signify acceptance and approval of the terms and conditions of this
11 Stipulation and Agreement by e-mailing a scanned copy of the signature page, as actually
12 signed by Respondents, to Cheryl Keily whose e-mail address is
13 cheryl.keily@dre.ca.gov. Respondents agree, acknowledge and understand that by
14 electronically sending the Bureau a scan of Respondents' actual signatures as they appear on
15 the Stipulation and Agreement that receipt of the scan by the Bureau shall be as binding on
16 Respondents as if the Bureau had received the original signed Stipulation and Agreement.
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19 *I have reviewed the Stipulation and Agreement as to form and content and have
20 advised my clients accordingly.*

21 DATED: Sept. 6, 2017




Dennis H. Doss, Esq.
Attorney for Respondents
NEWPORT HOME LOAN INC.
BYRON THOMAS BARCLAY

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DATED: Sept. 6, 2017


NEWPORT HOME LOAN INC.
By Byron Thomas Barclay
Respondent

DATED: Sept. 6, 2017


BYRON THOMAS BARCLAY
Respondent

The foregoing Stipulation and Agreement is hereby adopted as my Decision in this matter and shall become effective at 12 o'clock noon on **OCT 23**, 2017.

IT IS SO ORDERED Sept. 21, 2017.

REAL ESTATE COMMISSIONER


WAYNE S. BELL