

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

FILED
MAY 21 2020
DEPT. OF REAL ESTATE
@Sibau

8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of
12 HOME LOAN ENTERPRISE,
13 Respondent.

) No. H-41597 LA

) STIPULATION AND AGREEMENT
) IN SETTLEMENT AND ORDER

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16 It is hereby stipulated by and between Respondent HOME LOAN ENTERPRISE
17 (sometimes referred to as "Respondent") and the Complainant, acting by and through Judith B.
18 Vasan, Counsel for the Department of Real Estate, as follows for the purpose of settling and
19 disposing of the Accusation ("Accusation") filed on February 11, 2020, in this matter:

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

25 2. Respondent has received, read and understands the Statement to Respondent,
26 the Discovery Provisions of the APA and the Accusation filed by the Department of Real Estate
27 ("Department") in this proceeding.

STIPULATION AND AGREEMENT IN SETTLEMENT AND ORDER

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

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

15 5. It is understood by the parties that the Real Estate Commissioner may adopt
16 this Stipulation as her Decision in this matter thereby imposing the penalty and sanctions on
17 Respondent's real estate licenses, license rights, and endorsements as set forth in the below
18 "Order". In the event that the Commissioner in her discretion does not adopt the Stipulation, the
19 Stipulation shall be void and of no effect and Respondent shall retain the right to a hearing and
20 proceed on the Accusation under the provisions of the APA and shall not be bound by any
21 stipulation or waiver made herein.

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

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1 DETERMINATION OF ISSUES

2 By reason of the foregoing, it is stipulated and agreed that the following
3 determination of issues shall be made:

4 The conduct, acts or omissions of Respondent HOME LOAN ENTERPRISE, as
5 set forth in the Accusation, are in violation of Code sections 10166.05(a), 10166.05(c), and
6 10186.2(a)(1)(C) and are a basis for discipline of Respondent HOME LOAN ENTERPRISE's
7 licenses, license rights, and endorsements pursuant to Code sections 10166.051(b), 10177(f), and
8 10186.2(b).

9 ORDER

10 WHEREFORE, THE FOLLOWING ORDER is hereby made:

11 I.

12 All licenses, license rights, and endorsements of Respondent HOME LOAN
13 ENTERPRISE under the Real Estate Law are suspended for a period of thirty (30) days from the
14 effective date of this Decision; provided, however, that all thirty (30) days of said suspension
15 shall be stayed for one (1) year upon the following terms and conditions:

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


18 2. That no final subsequent determination be made, after hearing or upon
19 stipulation, that cause for disciplinary action occurred within one (1) year from the effective date
20 of this Decision and Order. Should such a determination be made, the Commissioner may, in her
21 discretion, vacate and set aside the stay order and reimpose all or a portion of the stayed
22 suspension. Should no such determination be made, the stay imposed herein shall become
23 permanent.

24 II.

25 All licenses, license rights, and endorsements of Respondent are indefinitely
26 suspended unless or until Respondent pays the sum of \$975.00 for the Commissioner's
27 reasonable costs of the investigation and enforcement, which led to this disciplinary action. Said

1 payment shall be in the form of a cashier's check made payable to the Department of Real
2 Estate. The investigative and enforcement costs must be delivered to the Department of Real
3 Estate, Flag Section, at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective
4 date of this Decision and Order.

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6 DATED: 3-28-2020



Judith B. Vasan, Counsel for
Department of Real Estate

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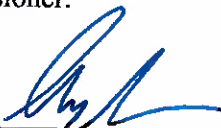
9 EXECUTION OF THE STIPULATION

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

17 Respondent shall mail the original signed signature page of the stipulation herein
18 to Judith B. Vasan, Attention: Legal Section, Department of Real Estate, 320 W. Fourth St.,
19 Suite 350, Los Angeles, California 90013-1105.

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

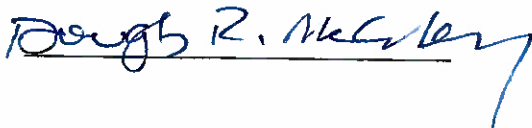
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7 DATED: 3/12/20 
8 HOME LOAN ENTERPRISE
9 Respondent
By: Thysy Trinh President

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11 The foregoing Stipulation and Agreement is hereby adopted as my Decision as to
12 Respondent HOME LOAN ENTERPRISE and shall become effective at 12 o'clock noon on
13 JUN 10 2020

14 IT IS SO ORDERED MAY 07 2020

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16 DOUGLAS R. McCAULEY
17 REAL ESTATE COMMISSIONER

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