

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

FILED

JUL 19 2023

DEPT. OF REAL ESTATE

By 

8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of
12 ANGELO ROBERT SABADIN,
13 Respondent.

No. H-42389-LA

**STIPULATION AND AGREEMENT
IN SETTLEMENT AND ORDER**

15 It is hereby stipulated and agreed by and between Respondent ANGELO ROBERT
16 SABADIN ("Respondent" or "ANGELO ROBERT SABADIN") and the Complainant, acting by
17 and through Laurence D. Haveson, Counsel for the Department of Real Estate ("Department"), as
18 follows for the purpose of settling and disposing of the Accusation filed on August 16, 2022
19 ("Accusation") in this matter:

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

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

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1 3. On December 7, 2022, Respondent filed a Notice of Defense pursuant to section
2 11506 of the Government Code for the purpose of requesting a hearing on the allegations in the
3 Accusation. Respondent hereby freely and voluntarily withdraws said Notice of Defense.
4 Respondent acknowledges that Respondent understands that by withdrawing said Notice of
5 Defense, Respondent will thereby waive Respondent's right to require the Real Estate
6 Commissioner ("Commissioner") to prove the allegations in the Accusation at a contested hearing
7 held in accordance with the provisions of the APA and that Respondent will waive other rights
8 afforded to Respondent in connection with the hearing such as the right to present evidence in
9 defense of the allegations in the Accusation and the right to cross-examine witnesses.

10 4. Respondent, pursuant to the limitations set forth below, hereby admits that the factual
11 allegations in the Accusation filed in this proceeding are true and correct and the Commissioner
12 shall not be required to provide further evidence to prove such allegations.

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

19 6. The Order or any subsequent Order of the Commissioner made pursuant to this
20 Stipulation shall not constitute an estoppel, merger or bar to any further administrative or civil
21 proceedings by the Department with respect to any matters that were not specifically alleged to be
22 causes of accusation in this proceeding.

23 DETERMINATION OF ISSUES

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

27 The conduct, acts or omissions of Respondent SABADIN, as set forth in the Accusation, are
28 a basis for discipline of Respondent's real estate license, mortgage loan originator ("MLO") license

1 endorsement, and license rights pursuant to the Real Estate Law, Part 1 of Division 4 of the
2 California Business and Professions Code ("Code") sections 10166.05(c), 10166.051(a),
3 10166.051(b), 10177(d), 10177(g) and/or 10177(j).

4 ORDER

5 WHEREFORE, THE FOLLOWING ORDER is hereby made:

6 I. RESTRICTION OF MLO LICENSE ENDORSEMENTS

7 1. All MLO license endorsements and endorsement rights of Respondent—including
8 MLO license endorsements NMLS ID 319259 (individual) and NMLS ID 916415 (company))—
9 under the Real Estate Law are revoked; provided, however: restricted MLO license endorsements
10 and endorsement rights shall be issued to Respondent pursuant to Code Section 10166.051 for a
11 period of two (2) years from the Effective Date of this Decision and Order. The restricted MLO
12 endorsements issued to Respondent shall be subject to all of the provisions of Code Section
13 10156.7, pursuant to Title 10, California Code of Regulations ("Regulation"), Section 2945.4, and
14 to the following limitations, conditions and restrictions imposed under authority of Code section
15 10166.051, and Code section 10156.5 pursuant to Regulation 2945.4:

16 a. The restricted MLO license endorsements and endorsement rights issued to
17 Respondent may be suspended prior to hearing by Order of the Commissioner in the event
18 of Respondent's conviction, or entry of a plea of guilty or no contest, for a crime that is
19 substantially related to the qualifications, functions, or duties of a real estate licensee.

20 b. The restricted MLO license endorsements and endorsement rights issued to
21 Respondent may be suspended prior to hearing by Order of the Commissioner on evidence
22 satisfactory to the Commissioner that Respondent has violated provisions of the Real
23 Estate Law, the Subdivided Lands Law, Article 2.1 regarding the Secure and Fair
24 Enforcement for Mortgage Licenses, the Regulations of the Commissioner, or conditions
25 attaching to the restricted licenses.

26 c. Respondent shall not be eligible to apply for the issuance of unrestricted
27 MLO license endorsements and endorsement rights nor for removal of any of the
28 conditions, limitations or restrictions of the restricted MLO license endorsements and

1 endorsement rights until two (2) years have elapsed from the effective date of this Decision
2 and Order.

3 2. Respondent further agrees that Respondent must satisfy the Education and
4 Administrative Penalty provisions prior to the issuance of unrestricted MLO license endorsements
5 and endorsement rights or for removal of any of the conditions, limitations or restrictions of the
6 restricted MLO license endorsements.

7 II. MORTGAGE LOAN ORIGINATION EDUCATION

8 1. Respondent shall, within ninety (90) days from the Effective Date of this Decision
9 and Order, take and complete the following mortgage loan originator education requirements:

10 a. Twenty (20) hours of NMLS approved pre-licensure education ("PE"),
11 which shall consist of fourteen (14) hours of federal law curriculum, three (3) hours of
12 ethics curriculum, and three (3) hours of non-traditional mortgage lending curriculum.

13 None of these twenty (20) hours of PE may be state-specific curriculum;

14 b. Eight (8) hours of continuing education ("CE"), which shall consist of four
15 (4) hours of federal law curriculum, two (2) hours of ethics curriculum, and two (2) hours
16 of non-traditional mortgage lending curriculum. None of these eight (8) hours of CE may
17 be state-specific curriculum.

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

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

25 4. If Respondent fails to timely satisfy the education provided for in Paragraph 1 of
26 this section, Respondent's MLO license endorsement shall be suspended until Respondent
27 presents evidence satisfactory to the Commissioner of having taken and successfully completed
28 the education requirements.

1 5. Respondent agrees that the CE provided for in Paragraph 1 of this section is in
2 addition to any NMLS education required for licensure under the SAFE Act. The CE provided for
3 in Paragraph 1 will not count toward satisfying 2023 or 2024 standard SAFE Act CE
4 requirements.

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

9 III. ADMINISTRATIVE PENALTY

10 All licenses and licensing rights of Respondent are indefinitely suspended unless or until
11 Respondent pays an administrative penalty of \$1,500.00. Said payment shall be in the form of a
12 cashier's check made payable to the Department of Real Estate. The payment must be delivered to
13 the Department of Real Estate, Flag Section, at P.O. Box 137013, Sacramento, CA 95813-7013,
14 prior to the Effective Date of this Decision and Order.

15 IV. STAYED SUSPENSION OF REAL ESTATE LICENSE

16 All licenses and licensing rights of Respondent under the Real Estate Law, with the
17 exception of the MLO license endorsements (NMLS ID 319259 (individual); NMLS ID 916415
18 (company)) referenced in Section I above, are suspended for a period of ninety (90) days from the
19 Effective Date of this Decision; provided, however, that all ninety (90) days of said suspension shall
20 be stayed for one (1) year upon the following terms and conditions:

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

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

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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 \$616.75 for the Commissioner's reasonable costs of the investigation
4 (\$328.75) and enforcement (\$288.00), which led to this disciplinary action. Said payment shall be
5 in the form of a cashier's check made payable to the Department of Real Estate. The payment of the
6 investigative and enforcement costs must be delivered to the Department of Real Estate, Flag
7 Section, at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the Effective Date of this
8 Decision and Order.

9 5/18/2023

10 DATED

Laurence D. Haveson

Digitally signed by Laurence Haveson
Date: 2023.05.18 16:28:07 -07'00'

Laurence D. Haveson,
Counsel for Complainant

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14 EXECUTION OF THE STIPULATION

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

22 Respondent can signify acceptance and approval of the terms and conditions of this
23 Stipulation and Agreement by electronically e-mailing a copy of the signature pages, as actually
24 signed by Respondent, to the Department. Respondent agrees, acknowledges, and understands that
25 by electronically sending to the Department an electronic copy of Respondent's actual signature, as
26 it appears on the Stipulation, that receipt of the emailed copy by the Department shall be as binding
27 on Respondent as if the Department had received the original signed Stipulation. By signing this
28 Stipulation, Respondent understands and agrees that Respondent may not withdraw her agreement

1 or seek to rescind the Stipulation prior to the time the Commissioner considers and acts upon it or
2 prior to the effective date of the Stipulation and Order.

3 MAILING

4 Respondent shall, within five (5) business days from signing the Stipulation, mail the
5 original signed signature page(s) of the Stipulation herein to Laurence Haveson, Attention: Legal
6 Section, Department of Real Estate, 320 W. Fourth St., Room 350, Los Angeles, California 90013-
7 1105.

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

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14 DATED: 05/18/2023

Angelo Robert Sabadin
Angelo Robert Sabadin (May 18, 2023 21:46 PDT)

Respondent ANGELO ROBERT SABADIN

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

21 Aug. 8, 2023.

22 IT IS SO ORDERED 7. 12. 23.

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24 DOUGLAS R. McCAULEY
25 REAL ESTATE COMMISSIONER
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