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	FEB 2 3 2023 DEPT. OF BEAL ESTATE	
1	Department of Real Estate By By	
2	Los Angeles, CA 90013-1105 Telephone: (213) 576-6982	
3	Telephone. (213) 570-0982	
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8	BEFORE THE DEPARTMENT OF REAL ESTATE	
9	STATE OF CALIFORNIA	
10	* * *	
11	In the Matter of the Accusation of No. H-42485-LA	
12	KIMBERLY CAMILLA HERRERA, STIPULATION AND AGREEMENT IN SETTLEMENT AND ORDER	
13	Respondent.	
14		
15	It is hereby stipulated and agreed by and between Respondent KIMBERLY CAMILLA	
16	HERRERA ("Respondent" or "HERRERA") and her attorney of record, Adeline Tungate, Esq.,	
17	and the Complainant, acting by and through Laurence D. Haveson, Counsel for the Department of	
18	Real Estate ("Department"), as follows for the purpose of settling and disposing of the Accusation	
19	filed on November 7, 2022 ("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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3. On November 17, 2022, Respondent filed a Notice of Defense pursuant to section 1 2 11506 of the Government Code for the purpose of requesting a hearing on the allegations in the 3 Respondent hereby freely and voluntarily withdraws said Notice of Defense. Accusation. 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.

4. This Stipulation is based on the factual allegations contained in the Accusation filed
 in this proceeding. In the interest of expedience and economy, Respondent neither admits nor denies
 these factual allegations, and understands that, as a result thereof, these factual allegations will serve
 as a prima facie basis for the disciplinary action stipulated to herein. The Real Estate Commissioner
 shall not be required to provide further evidence to prove such allegations.

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

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

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## **DETERMINATION OF ISSUES**

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

1	The conduct, acts or omissions of Respondent HERRERA, as set forth in the Accusation,
2	are a basis for discipline of Respondent's real estate license, mortgage loan originator ("MLO")
3	license endorsement, and license rights pursuant to the Real Estate Law, Part 1 of Division 4 of the
4	California Business and Professions Code ("Code") sections 10166.05(c), 10166.051(a),
5	10166.051(b), 10177(d), 10177(g) and/or 10177(j).
6	ORDER
7	WHEREFORE, THE FOLLOWING ORDER is hereby made:
8	I. <u>SUSPENSION OF MLO LICENSE ENDORSEMENT</u>
9	1. All MLO license endorsements and endorsement rights of Respondent under the
10	Real Estate Law are suspended for a period of ninety (90) days from the Effective Date of this
11	Decision and Order.
12	2. Respondent may submit a renewal application for an MLO license endorsement
13	through the National Mortgage Licensing System and Registry ("NMLS") during the renewal
14	and/or reinstatement periods occurring between November 1, 2022, and February 28, 2023, with
15	the understanding that the Department reserves the rights to fully investigate such renewal
16	application for MLO license endorsement and may either approve or deny such application
17	pursuant to the normal process for endorsement investigations.
18	3. Respondent understands that if Respondent fails to submit a renewal application
19	before March 1, 2023, Respondent must submit a new application through NMLS, and may be
20	subject to payment of filing fees, background and credit checks, fingerprinting, and other NMLS
21	requirements.
22	4. Respondent further agrees that Respondent must satisfy the Education and
23	Administrative Penalty provisions prior to reinstatement of their MLO license endorsement or
24	issuance of another MLO license endorsement.
25	II. MORTGAGE LOAN ORIGINATION EDUCATION
26	1. Respondent shall, within ninety (90) days from the Effective Date of this Decision
27	and Order, take and complete the following mortgage loan originator education requirements:
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	STIPULATION AND AGREEMENT

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Twenty (20) hours of NMLS approved pre-licensure education ("PE"), 1 a. 2 which shall consist of fourteen (14) hours of federal law curriculum, three (3) hours of 3 ethics curriculum, and three (3) hours of non-traditional mortgage lending curriculum. 4 None of these twenty (20) hours of PE may be state-specific curriculum; 5 b. Eight (8) hours of continuing education ("CE"), which shall consist of four 6 (4) hours of federal law curriculum, two (2) hours of ethics curriculum, and two (2) hours 7 of non-traditional mortgage lending curriculum. None of these eight (8) hours of CE may 8 be state-specific curriculum. 9 2. Respondent may not take any of the PE provided for in Paragraph 1(a) of this 10 Section in an online self-study format ("OSS"). Respondent may take the CE provided for in 11 Paragraph 1(b) in any format. 12 3. For a period of three (3) years from the Effective Date of this Order, Respondent 13 shall be required to complete any additional required PE and/or CE in a format other than OSS. If 14 Respondent fails to comply with this condition, the renewal application or new application of 15 Respondent will be deemed incomplete by the Department. 16 4. If Respondent fails to timely satisfy the education provided for in Paragraph 1 of 17 this section, Respondent's MLO license endorsement shall remain suspended until Respondent 18 presents evidence satisfactory to the Commissioner of having taken and successfully completed 19 the education requirements. 20 5. Respondent agrees that the CE provided for in Paragraph 1 of this section is in 21 addition to any NMLS education required for licensure under the SAFE Act. The CE provided for 22 in Paragraph 1 will not count toward satisfying 2023 or 2024 standard SAFE Act CE 23 requirements. 24 6. Respondent further agrees that the Department may exercise its examination or 25 investigative authority pursuant to the normal process for such authorized under the Real Estate 26 Law and Commissioner's Regulations in the instance a determination is made wherein 27 Respondent is found to be in violation of the education requirements under this section. 28 ///

1	III. <u>ADMINISTRATIVE PENALTY</u>
2	All licenses and licensing rights of Respondent are indefinitely suspended unless or until
3	Respondent pays an administrative penalty of $\underline{\$1,500.00}$ . Said payment shall be in the form of a
4	cashier's check made payable to the Department of Real Estate. The payment must be delivered to
5	the Department of Real Estate, Flag Section, at P.O. Box 137013, Sacramento, CA 95813-7013,
6	prior to the Effective Date of this Decision and Order.
7	IV. STAYED SUSPENSION OF REAL ESTATE LICENSE
8	All licenses and licensing rights of Respondent under the Real Estate Law, with the
9	exception of the MLO license endorsement (NMLS ID 1712835) referenced in Section I above, are
10	suspended for a period of ninety (90) days from the Effective Date of this Decision; provided,
11	however, that all ninety (90) days of said suspension shall be stayed for one (1) year upon the
12	following terms and conditions:
13	1. Respondent shall obey all laws, rules and regulations governing the rights, duties and
14	responsibilities of a real estate licensee in the State of California; and
15	2. That no final subsequent determination be made, after hearing or upon stipulation,
16	that cause for disciplinary action occurred within one (1) year from the effective date of this Decision
17	and Order. Should such a determination be made, the Commissioner may, in his discretion, vacate
18	and set aside the stay order and reimpose all or a portion of the stayed suspension. Should no such
19	determination be made, the stay imposed herein shall become permanent.
20	V. INVESTIGATION AND ENFORCEMENT COSTS
21	All licenses and licensing rights of Respondent are indefinitely suspended unless or until
22	Respondent pays the sum of \$781.10 for the Commissioner's reasonable costs of the investigation
23	(\$445.10) and enforcement (\$336.00), which led to this disciplinary action. Said payment shall be
24	in the form of a cashier's check made payable to the Department of Real Estate. The payment of the
25	investigative and enforcement costs must be delivered to the Department of Real Estate, Flag
26	Section, at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the Effective Date of this
27	Decision and Order.
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Laurence D. Haveson, Counsel for Complainant

## EXECUTION OF THE STIPULATION

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

13 Respondent can signify acceptance and approval of the terms and conditions of this 14 Stipulation and Agreement by electronically e-mailing a copy of the signature pages, as actually 15 signed by Respondent, to the Department. Respondent agrees, acknowledges, and understands that by electronically sending to the Department an electronic copy of Respondent's actual signature, as 16 17 it appears on the Stipulation, that receipt of the emailed copy by the Department shall be as binding on Respondent as if the Department had received the original signed Stipulation. By signing this 18 19 Stipulation, Respondent understands and agrees that Respondent may not withdraw her agreement 20 or seek to rescind the Stipulation prior to the time the Commissioner considers and acts upon it or 21 prior to the effective date of the Stipulation and Order.

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2/2/2023 DATED

## <u>MAILING</u>

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

27 Respondent's signature below constitutes acceptance and approval of the terms and
28 conditions of this Stipulation. Respondent agrees, acknowledges, and understands that by signing

1	this Stipulation Respondent is bound by its terms as of the date of such signature and that this	
2	agreement is not subject to rescission or amendment at a later date except by a separate Decision	
3	and Order of the Real Estate Commissioner.	
4	Rede	
5	DATED: Feb 2, 2023 Kimberly Herrera (Feb 2, 2023 14:33 PST)	
6	Respondent KIMBERLY CAMILLA HERRERA	
7	Hobin Tangat	
8	DATED: Feb 2, 2023	
9	Adeline Tungate, Esq. Attorney for Respondent	
10	Approved as to Form	
11	* * *	
12		
13	The foregoing Stipulation and Agreement in Settlement and Order is hereby adopted by me	
14	as my Decision in this matter and shall become effective at 12 o'clock noon on	
15	March 15, 2023	
16	IT IS SO ORDERED 2.14.23	
17	DOUCLAS P. MaCALLEY	
18	DOUGLAS R. McCAULEY REAL ESTATE COMMISSIONER	
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21	Dougs E. Mellen	
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