

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

FILED
DEC 13 2022
DEPT. OF REAL ESTATE
By *[Signature]*

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

10 * * *

11 In the Matter of the Accusation Against)
12)
13 LISA MARIE MILLER CARNATION,)
14 Respondent.) STIPULATION AND AGREEMENT
15) IN SETTLEMENT AND ORDER

16 It is hereby stipulated by and between LISA MARIE MILLER CARNATION, a.k.a.
17 “Lisa Marie Miller-Carnation,” “Lisa Miller-Carnation,” and “Lisa Marie Miller”
18 (sometimes referred to as “Respondent”), acting by and through her attorney, Mary E. Work,
19 Esq. of Mary E. Work, A Professional Corporation, and the Complainant, acting by and through
20 Kathy Yi, Counsel for the Department of Real Estate, as follows for the purpose of settling and
21 disposing of the Accusation (“Accusation”), filed on September 7, 2022, in this matter:

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

27 2. Respondent received, read and understands the Statement to Respondent, the

1 Discovery Provisions of the APA and the Accusation filed by the Department of Real Estate
2 (“Department”) in this proceeding.

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

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

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

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

1 DETERMINATION OF ISSUES

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

5 The conduct, acts or omissions of Respondent LISA MARIE MILLER CARNATION, as
6 set forth in the Accusation, are a basis for discipline of Respondent's real estate license,
7 mortgage loan originator ("MLO") license endorsement, and license rights pursuant to the Real
8 Estate Law, Part 1 of Division 4 of the California Business and Professions Code ("Code")
9 sections 10166.05(c), 10166.051(a), 10166.051(b), 10177(d), 10177(g) and/or 10177(j).

10 ORDER

11 WHEREFORE, THE FOLLOWING ORDER is hereby made:

12 I. SUSPENSION OF MLO LICENSE ENDORSEMENT

13 1. All MLO license endorsements and endorsement rights of Respondent under the Real
14 Estate Law are suspended for a period of one hundred and eighty (180) days from the Effective
15 Date of this Decision and Order.

16 2. If the suspension of the MLO license endorsement expires after December 31, 2022,
17 Respondent may submit a renewal application for an MLO license endorsement through the
18 NMLS during the renewal and/or reinstatement periods occurring between November 1, 2022,
19 and February 28, 2023, with the understanding that the Department reserves the rights to fully
20 investigate such renewal application for MLO license endorsement and may either approve or
21 deny such application pursuant to the normal process for endorsement investigations.

22 3. Respondent understands that if Respondent fails to submit a renewal application
23 before March 1, 2023, Respondent must submit a new application through NMLS, and may be
24 subject to payment of filing fees, background and credit checks, fingerprinting, and other NMLS
25 requirements.

26 4. Respondent further agrees that Respondent must satisfy the Education and
27 Administrative Penalty provisions prior to reinstatement of their MLO license endorsement or

1 issuance of another MLO license endorsement.

2 **II. MORTGAGE LOAN ORIGINATION EDUCATION**

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

- 5 a) Twenty (20) hours of NMLS approved pre-licensure education (“PE”), which
6 shall consist of fourteen (14) hours of federal law curriculum, three (3) hours of
7 ethics curriculum, and three (3) hours of non-traditional mortgage lending
8 curriculum. None of these twenty (20) hours of PE may be state-specific
9 curriculum;
- 10 b) Eight (8) hours of continuing education (“CE”), which shall consist of four (4)
11 hours of federal law curriculum, two (2) hours of ethics curriculum, and two (2)
12 hours of non-traditional mortgage lending curriculum. None of these eight (8)
13 hours of CE may be state-specific curriculum.

14 2. Respondent may not take any of the PE or CE provided for in Paragraph 1 of this
15 Section in an online self-study format (“OSS”).

16 3. For a period of three (3) years from the Effective Date of this Order, Respondent shall
17 be required to complete any additional required PE and/or CE in a format other than OSS. If
18 Respondent fails to comply with this condition, the renewal application or new application of
19 Respondent will be deemed incomplete by the Department.

20 4. If Respondent fails to timely satisfy the education provided for in Paragraph 1 of this
21 section, Respondent’s MLO license endorsement shall remain suspended until Respondent
22 presents evidence satisfactory to the Commissioner of having taken and successfully completed
23 the education requirements.

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

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

5 **III. ADMINISTRATIVE PENALTY**

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

11 **IV. STAYED SUSPENSION OF REAL ESTATE LICENSE**

12 All licenses and licensing rights of Respondent under the Real Estate Law, with the
13 exception of the MLO license endorsement (NMLS ID 251935) referenced in Section I above,
14 are suspended for a period of ninety (90) days from the Effective Date of this Decision;
15 provided, however, that all ninety (90) days of said suspension shall be stayed for one (1) year
16 upon the following terms and conditions:

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


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

24 **V. INVESTIGATION AND ENFORCEMENT COSTS**

25 All licenses and licensing rights of Respondent are indefinitely suspended unless or until
26 Respondent pays the sum of **\$1,009.15** for the Commissioner's reasonable costs of the
27 investigation (\$548.35) and enforcement (\$460.80), 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 Estate.
2 The payment of the investigative and enforcement costs must be delivered to the Department of
3 Real Estate, Flag Section, at P.O. Box 137013, Sacramento, CA 95813-7013, **prior to the**
4 **Effective Date of this Decision and Order.**

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6 DATED: 11/10/2022


KATHY YI, 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 and
11 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.

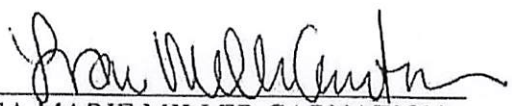
17 Respondent can signify acceptance and approval of the terms and conditions of this
18 Stipulation and Agreement by emailing a scanned copy of the signature page, as actually signed
19 by Respondent, to the Department counsel assigned to this case. Respondent agrees,
20 acknowledges, and understands that by electronically sending the Department a scan of
21 Respondent's actual signature as it appears on the Stipulation and Agreement that receipt of the
22 scan by the Department shall be binding on Respondent as if the Department had received the
23 original signed Stipulation and Agreement.

24 Respondent can, alternatively, mail the original signed signature page of the stipulation
25 herein to Kathy Yi, Attention: Legal Section, Department of Real Estate, 320 W. Fourth St.,
26 Suite 350, Los Angeles, California 90013-1105.

27 Respondent's signature below constitutes acceptance and approval of the terms and

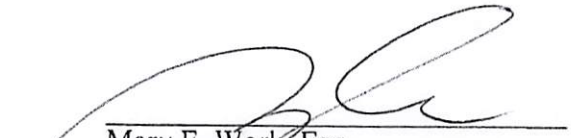
1 conditions of this Stipulation. Respondent agrees, acknowledges and understands that by signing
2 this Stipulation, Respondent is bound by its terms as of the date of such signatures and that this
3 agreement is not subject to rescission or amendment at a later date except by a separate Decision
4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

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6 DATED: 11/8/22


LISA MARIE MILLER CARNATION
Respondent

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10 DATED: 11/9/2022


Mary E. Work, Esq.
Counsel for Respondent
Approved as to Form

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15 The foregoing Stipulation and Agreement is hereby adopted as my Decision as to
16 Respondent LISA MARIE MILLER CARNATION and shall become effective at 12 o'clock
17 noon on JAN - 2 2023.

18 IT IS SO ORDERED 12-2-22.

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20 DOUGLAS R. McCAULEY
REAL ESTATE COMMISSIONER

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