

FILED

MAY 11 2023

DEPT. OF REAL ESTATE

By 

BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of)	No. H-05699 SD
)	
SHELBIE LYNNE GOMEZ,)	<u>STIPULATION AND AGREEMENT</u>
)	
Respondent.)	
_____)	

It is hereby stipulated by and between Respondent SHELBIE LYNNE GOMEZ (“Respondent”), individually, represented by Brianna Milligan, and the Complainant, acting by and through Steve Chu, Counsel for the Department of Real Estate (“Department”), as follows for the purpose of settling and disposing of the Accusation filed on October 6, 2022, in this matter:

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

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

1 3. On October 14, 2022, Respondent filed a Notice of Defense pursuant to
2 Section 11506 of the Government Code for the purpose of requesting a hearing on the
3 allegations in the Accusation. Respondent hereby freely and voluntarily withdraws said Notice
4 of Defense. Respondent acknowledges that Respondent understands that by withdrawing said
5 Notice of 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
7 hearing held in accordance with the provisions of the APA and that Respondent will waive
8 other rights afforded to Respondent in connection with the hearing such as the right to present
9 evidence in defense of the allegations in the Accusation and the right to cross-examine
10 witnesses.

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

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

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

I.

The conduct, acts, and/or omissions of Respondent SHELBI E LYNNE GOMEZ, as described in the Accusation, are in violation of California Business and Professions Code ("Code") section 10177(g) and constitute cause for the suspension or revocation of all real estate licenses, license endorsements, and license rights of Respondent SHELBI E LYNNE GOMEZ under Code section 10177(g).

ORDER

I.

- 1. All mortgage loan originator license endorsements and endorsement rights of Respondent under the Real Estate Law are suspended for a period of ninety (90) days from the Effective Date of this Decision and Order.
- 2. Respondent withdraws all pending license applications.
- 3. The real estate salesperson license and license rights of Respondent under the Real Estate Law are suspended for a period of ninety (90) days from the Effective Date of this Decision and Order; provided, however, that ninety (90) days of said suspension shall be stayed for two (2) years upon the following terms and conditions:
 - (a) Respondent shall obey all laws, rules, and regulations governing the rights, duties, and responsibilities of a real estate licensee in the State of California.

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(b) No final determination be made after hearing or upon stipulation that cause for disciplinary action against any of the real estate licenses or license rights of Respondent occurred within two (2) years from the effective date of this Decision and Order. Should such a determination be made, the Commissioner may, in his discretion, vacate and set aside the stay order and reimpose all or a portion of the stayed suspension. Should no such determination be made, the stay imposed herein shall become permanent.

4. Respondent shall, within ninety (90) days from the Effective Date of this Decision and Order, take and complete the following mortgage loan originator education requirements, which may be used to satisfy both the continuing education renewal requirements for the mortgage loan originator license endorsement as well as the requirements of this Order:

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

5. Proof of completion of the continuing education courses must be delivered to the Department of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013.

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1 6. Respondent may not take any of the pre-licensure education provided for
2 in Paragraph 4(a) of this Order in an online self-study format.


3 7. If Respondent took any of the pre-licensure education or continuing
4 education provided for in Paragraph 4 of this Order after September 15, 2022, and ninety (90)
5 days before the Effective Date of this Decision and Order pursuant to the settlement agreement
6 with the Department of Financial Protection and Innovation, each hour of that pre-licensure
7 education or continuing education that Respondent took may be used to satisfy the
8 corresponding requirements in Paragraph 4 of this Order.

9 8. For a period of three (3) years from the Effective Date of this Order,
10 Respondent shall be required to complete any additional required pre-licensure education or
11 continuing education in a format other than online self-study format.

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

18 10. All licenses and licensing rights of Respondent are indefinitely
19 suspended unless or until Respondent pays the sum of \$2,091.50 for the Commissioner's
20 reasonable cost of the investigation and enforcement which led to this disciplinary action. Said
21 payment shall be in the form of a cashier's check made payable to the Department of Real
22 Estate. The investigative and enforcement costs must be delivered to the Department of Real
23 Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective
24 date of this Decision and Order.

25
26 DATED: 3/29/2023



Steve Chu, Counsel
Department of Real Estate

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I have read the Stipulation and Agreement. I understand that I am waiving rights given to me by the California Administrative Procedure Act, (including but not limited to Sections 11521 and 11523 of the Government Code), and I willingly, intelligently, and voluntarily waive those rights, including the right to seek reconsideration and the right to seek judicial review of the Commissioner's Decision and Order by way of a writ of mandate.

I agree, acknowledge, and understand that I cannot rescind or amend this Stipulation and Agreement.

I can signify acceptance and approval of the terms and conditions of this Stipulation and Agreement by mailing the original signed Stipulation and Agreement to: Steve Chu, Department of Real Estate, 320 West 4th Street, Suite 350, Los Angeles, California 90013-1105. Steve Chu must receive the original signed Stipulation and Agreement or a copy faxed to (213) 576-6917 by March 31, 2023; if not, this Stipulation and Agreement is invalid and void.

DATED: 3/21/2023



SHELBY LYNNE GOMEZ
Respondent

DATED: 3-21-2023



Erinna Milligan
Counsel for Respondent
Approved as to Form

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The foregoing Stipulation and Agreement is hereby adopted by me as my
Decision in this matter as to Respondent SHELBY LYNNE GOMEZ, and shall become
effective at 12 o'clock noon on 5/31/2023.

IT IS SO ORDERED 4.20.23

DOUGLAS R. McCAULEY
REAL ESTATE COMMISSIONER

