

1 DEPARTMENT OF REAL ESTATE
2 P. O. Box 137007
3 Sacramento, CA 95813-7007

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FILED

MAR 19 2021

DEPARTMENT OF REAL ESTATE
By X Krapp

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

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12 In the Matter of the Accusation of) DRE No. H-12408 SF
13 SECURED CAPITAL LENDING, INC.)
14 and VICTORIA BOYADJIAN) STIPULATION AND AGREEMENT
15 Respondents.) IN SETTLEMENT AND ORDER
16) (BOYADJIAN ONLY)

17 It is hereby stipulated by and between VICTORIA BOYADJIAN (BOYADJIAN),
18 only, (sometimes referred to as Respondent), her counsel, Jonathan Turner, and the Complainant,
19 acting by and through Richard K. Uno, Counsel for the Department of Real Estate; as follows
20 for the purpose of settling and disposing of the First Amended Accusation filed on November 7,
21 2019, in this matter:

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

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

1 Respondent, the Discovery Provisions of the APA and the Accusation filed by the Department of
2 Real Estate in this proceeding.

3 3. Respondent filed a Notice of Defense pursuant to Section 11505 of the
4 Government Code for the purpose of requesting a hearing on the allegations in the First
5 Amended Accusation. Respondent hereby freely and voluntarily withdraws said Notice of
6 Defense. Respondent acknowledges that she understands that by withdrawing said Notice of
7 Defense she will thereby waive their right to require the Commissioner to prove the allegations in
8 the First Amended Accusation at a contested hearing held in accordance with the provisions of
9 the APA and that she will waive other rights afforded to them in connection with the hearing
10 such as the right to present evidence in defense of the allegations in the First Amended
11 Accusation and the right to cross-examine witnesses.

12 4. This stipulation is based on the factual allegations contained in the First
13 Amended Accusation. In the interest of expediency and economy, Respondent chose not to
14 contest these factual allegations, but to remain silent and understand that, as a result thereof,
15 these factual statements will serve as a prima facie basis for the "Determination of Issues" and
16 "Order" set forth below. The Real Estate Commissioner shall not be required to provide further
17 evidence to prove such allegations.

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

26 6. The Order or any subsequent Order of the Real Estate Commissioner made
27 pursuant to this Stipulation and Agreement In Settlement and Order shall not constitute an

1 hearing, the right to exercise any privileges granted under this restricted license in the event of:

2 (1) The conviction of BOYADJIAN (including a plea
3 of nolo contendere) of a crime which is substantially related to BOYADJIAN's fitness or
4 capacity as a real estate licensee; or

5 (2) The receipt of evidence that BOYADJIAN has
6 violated provisions of the California Real Estate Law, the Subdivided Lands Law,
7 Regulations of the Real Estate Commissioner, or conditions attaching to this restricted
8 license.

9 b. BOYADJIAN shall not be eligible to apply for the issuance of an
10 unrestricted real estate license nor the removal of any of the conditions, limitations, or
11 restrictions attaching to the restricted license until four (4) years have elapsed from the date of
12 issuance of the restricted license to BOYADJIAN

13 c. BOYADJIAN shall, within nine (9) months from the effective date
14 of the Decision, present evidence satisfactory to the Real Estate Commissioner that
15 BOYADJIAN has, since the most recent issuance of an original or renewal real estate license,
16 taken and successfully completed the continuing education requirements as specified in
17 subdivision (a) of Section 10170.5 of the Code. If BOYADJIAN fails to satisfy this condition,
18 the Commissioner shall order the suspension of the restricted license until BOYADJIAN presents
19 such evidence.

20 d. BOYADJIAN shall, within six (6) months from the effective date
21 of this Decision, take and pass the Professional Responsibility Examination administered by the
22 Department including the payment of the appropriate examination fee. If BOYADJIAN fails to
23 satisfy this condition, BOYADJIAN's real estate license shall automatically be suspended until
24 BOYADJIAN passes the examination.

25 2. All licenses and licensing rights of BOYADJIAN under the Real Estate
26 Law are suspended for a period of sixty (60) days from the date that she receives her restricted
27 real estate broker license; provided, however, that:

1) Thirty (30) days of said suspension shall be stayed, upon the condition that BOYADJIAN petitions pursuant to Section 10175.2 of the Code and pays a monetary penalty pursuant to Section 10175.2 of the Code at a rate of \$100 for each day of the suspension for a total monetary penalty of \$3,000.

a) Said payment shall be in the form of a cashier's check made payable to the Department of Real Estate. Said check must be delivered to the Department of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective date of this Order.

b) No further cause for disciplinary action against the Real Estate licenses of BOYADJIAN occurs within four (4) years from the effective date of the decision in this matter.

c) If BOYADJIAN fails to pay the monetary penalty as provided above prior to the effective date of this Order, the stay of the suspension shall be vacated as to that BOYADJIAN and the order of suspension shall be immediately executed, under this Order, in which event the said BOYADJIAN shall not be entitled to any repayment nor credit, prorated or otherwise, for the money paid to the Department under the terms of this Order.

d) If BOYADJIAN pays the monetary penalty and any other moneys due under this Stipulation and Agreement and if no further cause for disciplinary action against the real estate license of said BOYADJIAN occurs within four (4) years from the effective date of this Order, the entire stay hereby granted this Order, as to said BOYADJIAN only, shall become permanent.

2) Thirty (30) days of said suspension shall be stayed for four (4) years upon the following terms and conditions:

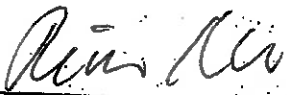
a) BOYADJIAN shall obey all laws, rules and regulations governing the rights, duties and responsibilities of a real estate licensee in the State of California; and,

b) That no final subsequent determination be made, after hearing or upon stipulation, that cause for disciplinary action occurred within four (4) years from the effective date of this 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

1 such determination be made, the stay imposed herein shall become permanent.

2 3. All licenses and licensing rights of BOYADJIAN are indefinitely suspended
3 unless or until Respondent pay the sum of \$4,130.75 for the Commissioner's reasonable cost of
4 the investigation which led to this disciplinary action. Said payment shall be in the form of a
5 cashier's check made payable to the Department of Real Estate. The investigative costs must be
6 delivered to the Department of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA
7 95813-7013, prior to the effective date of this Stipulation.

10 11/30/20
11 _____
12 DATED

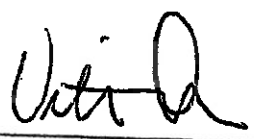
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12 _____
13 RICHARD K. UNO, Counsel III
14 DEPARTMENT OF REAL ESTATE

14 * * *

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

23 * * *

24 11/30/2020
25 _____
26 DATED

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25 _____
26 VICTORIA BOYADJIAN
27 Respondent

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I have reviewed this Stipulation and Agreement as to form and content and have advised my client accordingly.

11-30-2020

DATED



JONATHAN TURNER
Attorney for Respondent

The foregoing Stipulation and Agreement In Settlement and Order is hereby adopted by the Real Estate Commissioner as his Decision and Order and shall become effective at 12 o'clock noon on APR 02 2021

IT IS SO ORDERED 2-2-21

DOUGLAS R. McCAULEY
REAL ESTATE COMMISSIONER

