

1 Department of Real Estate
2 P.O. Box 137007
3 Sacramento, CA 95813-7007
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5 Telephone: (916) 263-8672
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FILED
OCT 24 2022
DEPT. OF REAL ESTATE
By Zai - Jn

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

11 * * *

12 In the Matter of the Accusation of)
13 LENDINGXPRESS, INC.) DRE Case No. H-42156 LA
14 and) **STIPULATION AND AGREEMENT**
15 ROBERT DUANE GRIFFIN,) **TO PUBLIC REPOVAL**
16)
17 Respondents)

18 It is hereby stipulated by and between Respondents LENDINGXPRESS, INC.
19 (“LXI”) and ROBERT DUANE GRIFFIN (“GRIFFIN”) (collectively, “Respondents”), both
20 represented by William T. Tanner, Esq., and the Complainant, acting by and through Julie L.
21 To, Counsel for the Department of Real Estate (“Department”), as follows for the purpose of
22 settling and disposing of the Accusation filed on November 18, 2021 in this matter:

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

6 2. Respondents have received, read, and understand the Statement to Respondent,
7 and the Discovery Provisions of the APA filed by the Department in this proceeding.

8 3. On December 6, 2021 and May 12, 2022, Respondents GRIFFIN and LXI filed
9 their respective Notices of Defense pursuant to Section 11505 of the Government Code for the
10 purpose of requesting a hearing on the allegations in the Accusation. Respondents hereby freely
11 and voluntarily withdraw said Notices of Defense. Respondents acknowledge that they
12 understand that by withdrawing said Notices of Defense, Respondents will thereby waive their
13 right to require the Real Estate Commissioner (“Commissioner”) to prove the allegations in the
14 Accusation at a contested hearing held in accordance with the provisions of the APA, and that
15 Respondents will waive other rights afforded to them in connection with the hearing such as the
16 right to present evidence in defense of the allegations in the Accusation and the right to cross-
17 examine witnesses.

18 4. This Stipulation and Agreement to Public Reproval is based on the factual
19 allegations contained in the Accusation. In the interest of expediency and economy, Respondents
20 choose not to contest these factual allegations, but to remain silent and understand that, as a
21 result thereof, these factual statements will serve as a prima facie basis for the violations set forth
22 below. The Commissioner shall not be required to provide further evidence to prove such
23 allegations.

24 5. This Stipulation and Agreement to Public Reproval and Respondents’ decision
25 not to contest the Accusation are made for the purpose of reaching an agreed disposition of this
26 proceeding and are expressly limited to this proceeding and any other proceeding or case in
27 which the Department, the state or federal government, an agency of this state, or an agency of

1 another state is involved. Respondents further understand that the sustained violations may be
2 considered in any future administrative or disciplinary matters by the Department.

3 6. Respondents further understand and agree that this Stipulation and Agreement
4 to Public Repeval or any subsequent Order of the Commissioner made pursuant to this
5 Stipulation and Agreement to Public Repeval shall not constitute an estoppel, merger, or bar to
6 any further administrative or civil proceedings by the Department with respect to any matters
7 which were not specifically alleged in Accusation H-42156 LA.

8 7. It is understood by the Respondents that the Real Estate Commissioner may
9 adopt this Stipulation and Agreement to Public Repeval as the Commissioner's Decision in this
10 matter, thereby imposing the penalty and sanctions on Respondents' real estate licenses, license
11 rights, and affiliated license endorsements as set forth in the below "Order." In the event that the
12 Commissioner in his discretion does not adopt the Stipulation and Agreement to Public Repeval,
13 the stipulation shall be void and of no effect and Respondents shall retain the right to a hearing
14 and proceeding on the Accusation under the provisions of the APA and shall not be bound by any
15 admission or waiver made herein.

16 8. Respondents understand that by agreeing to this Stipulation and Agreement to
17 Public Repeval, Respondents agree to be jointly and severally liable for payment of the cost of
18 the Department's investigation and enforcement costs which led to this disciplinary action. The
19 amount of said costs is \$4,737.80 (comprised of investigation costs in the amount of \$3,105.80
20 and enforcement costs in the amount of \$1,632.00). The investigation and enforcement costs
21 must be delivered to the Department of Real Estate, Flag Section at P.O. Box 137013,
22 Sacramento, CA 95813-7013, prior to the effective date of this decision. Said payment shall be
23 in the form of a cashier's check made payable to the Department of Real Estate.

24 9. Respondents further acknowledge that failure to remit timely payment of the
25 investigation and enforcement costs will result in further formal disciplinary action by the
26 Department, including, but not limited to the continued prosecution of Accusation
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1 H-42156 LA. Respondents shall not be entitled to any repayment nor credit, prorated or
2 otherwise, for money paid to the Department under the terms of this Stipulation and Agreement
3 to Public Repeval.

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DETERMINATION OF ISSUES

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2 By reason of the foregoing stipulations, admissions and waivers, and solely for
3 the 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 and/or omissions of Respondents LENDINGXPRESS, INC. and
6 ROBERT DUANE GRIFFIN, as described in Paragraph 4, herein above, are in violation of: **Code**
7 **Section 10232.4** and **Code Section 10232**, and are bases for the discipline of the license, license
8 rights, and affiliated license endorsements of Respondents as a violation of the Real Estate Law.

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1 the allegations in the Accusation at a hearing at which we would have the right to cross-examine
2 witnesses against us and to present evidence in defense and mitigation of the charges.

3 MAILING AND E-MAIL

4 Respondents shall send a hard copy of the original signed Stipulation and
5 Agreement to Public Repeval to: Julie L. To, Department of Real Estate, 320 West 4th Street,
6 Suite 350, Los Angeles, CA 90013. In the event of time constraints before an administrative
7 hearing, Respondents can signify acceptance and approval of the terms and conditions of this
8 Stipulation and Agreement by emailing a scanned copy of the signature page, as actually signed
9 by Respondents, to the Department of Real Estate counsel assigned to this case. Respondents
10 agree, acknowledge and understand that by electronically sending the Department of Real Estate
11 a scan of Respondents' actual signatures as they appear on the Stipulation and Agreement to
12 Public Repeval, that receipt of the scan(s) by the Department of Real Estate shall be binding on
13 Respondents as if the Department of Real Estate had received the original signed Stipulation and
14 Agreement to Public Repeval.

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16 9/21/22
17 Dated

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17 ROBERT DUANE GRIFFIN, Respondent

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19 9/21/22
20 Dated

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20 LENDINGXPRESS, INC., Respondent
By: Robert Duane Griffin, Designated Officer

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23 *I have reviewed the Stipulation and Agreement as to form and content and have*
24 *advised my clients accordingly.*

25
26 09.21.2022
27 Dated

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27 William T. Tanner
Attorney for Respondents LENDINGXPRESS,
INC. & ROBERT DUANE GRIFFIN

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The foregoing Stipulation and Agreement to Public Rebreval is hereby adopted
as my Decision as to LENDINGXPRESS, INC. and ROBERT DUANE GRIFFIN in this matter
and shall become effective at 12 o'clock noon on

NOV 23 2022

IT IS SO ORDERED 10 18 22

REAL ESTATE COMMISSIONER


DOUGLAS R. McCAULEY