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Department of Real Estate  
P.O. Box 137007  
Sacramento, CA 95813-7007  
Telephone: (916) 576-8700

**FILED**

**NOV 08 2022**

DEPARTMENT OF REAL ESTATE  
By B. A. Williams

BEFORE THE DEPARTMENT OF REAL ESTATE  
STATE OF CALIFORNIA

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In the Matter of the Accusation of	)	No. H-7150 SAC
CRYRAG, INC.;	)	<u>STIPULATION AND</u>
and	)	<u>AGREEMENT</u>
RANDY ALAN GULARTE, as designated	)	
officer of Cryrag, Inc.,	)	
Respondents.)	)	

It is hereby stipulated by and between CRYRAG, INC. (CRYRAG), and RANDY ALAN GULARTE (GULARTE) (collectively "Respondents"), and the Complainant, acting by and through Truly Sughrue, Counsel for the Department of Real Estate (Department), as follows for the purpose of settling and disposing of the First Amended Accusation (Accusation) filed on April 19, 2022, in this matter:

- All issues which were to be contested and all evidence which was to be presented by Complainant and Respondents 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.

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

4                   3.       Respondents filed a Notice of Defense pursuant to Section 11505 of the  
5 Government Code for the purpose of requesting a hearing on the allegations in the Accusation.  
6 Respondents hereby freely and voluntarily withdraw said Notice of Defense. Respondents  
7 acknowledge that Respondents understand that by withdrawing said Notice of Defense  
8 Respondents will thereby waive Respondents' rights to require the Real Estate Commissioner  
9 (Commissioner) to prove the allegations in the Accusation at a contested hearing held in  
10 accordance with the provisions of the APA, and that Respondents will waive other rights  
11 afforded to Respondents in connection with the hearing such as the right to present evidence in  
12 defense of the allegations in the Accusation and the right to cross-examine witnesses.

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

19                   5.       This Stipulation and Agreement and Respondents' decision not to contest  
20 the Accusation are made for the purpose of reaching an agreed disposition of this proceeding and  
21 are expressly limited to this proceeding and any other proceeding or case in which the  
22 Department, the state or federal government, an agency of this state, or an agency of another state  
23 is involved.

24                   6.       Respondents understand that by agreeing to this Stipulation and  
25 Agreement, Respondents agree to pay, pursuant to Section 10148 of the California Business and  
26 Professions Code (Code), the cost of the audit, which resulted in the determination that  
27 Respondent committed the trust fund handling violation(s) found in the Determination of Issues.



1 I

2 The acts and omissions of Respondents as described in the Accusation are  
3 grounds for the suspension or revocation of Respondents' licenses and license rights under the  
4 following sections of the Code and Title 10, Chapter 6, of the California Code of Regulations  
5 (Regulations):

6 As to Paragraphs 16 through 18, under Section 10177(d) of the Code in  
7 conjunction with Section 10145 of the Code and Section 2832.1 of the Regulations;

8 As to Paragraph 19, under Section 10177(d) of the Code in conjunction with  
9 Section 10145 of the Code and Section 2831.1 of the Regulations;

10 As to Paragraph 20, under Section 10177(d) of the Code in conjunction with  
11 Section 10145 of the Code and Section 2831.2 of the Regulations;

12 As to Paragraph 21, under Section 10177(d) of the Code in conjunction with  
13 Section 10145 of the Code and Section 2832 of the Regulations;

14 As to Paragraphs 22 through 24, under Section 10177(d) of the Code in  
15 conjunction with Section 10145 of the Code and Section 2834 of the Regulations; and

16 As to Paragraphs 25 through 27, under Section 10177(d) of the Code in  
17 conjunction with Section 10161.8(c) of the Code and Section 2752 of the Regulations.

18 II

19 The acts and/or omissions of GULARTE as described in the Accusation is cause  
20 for the suspension or revocation of GULARTE's license and/or license rights under Section  
21 10177(h) of the Code.

22 \* \* \*

23 ORDER

24 I

25 All licenses and licensing rights of CRYRAG under the Real Estate Law are  
26 suspended for a period of one hundred and twenty (120) days from the effective date of this  
27 Order; provided, however, that:

1) Sixty (60) days of said suspension shall be stayed, upon the condition that CRYRAG petition 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 \$25 for each day of the suspension for a total monetary penalty of \$1,500.

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 CRYRAG occurs within two (2) years from the effective date of the decision in this matter.

c) If CRYRAG 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 CRYRAG and the order of suspension shall be immediately executed, under this Order, in which event CRYRAG 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 CRYRAG 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 CRYRAG occurs within two (2) years from the effective date of this Order, the entire stay hereby granted this Order, as to CRYRAG only, shall become permanent.

2) Sixty (60) days of said suspension shall be stayed for two (2) years upon the following terms and conditions:

a) CRYRAG 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 two (2) 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 II

3 All licenses and licensing rights of GULARTE under the Real Estate Law are  
4 suspended for a period of one hundred and twenty (120) days from the effective date of this  
5 Order; provided, however, that:

6 1) Sixty (60) days of said suspension shall be stayed, upon the condition that  
7 GULARTE petition pursuant to Section 10175.2 of the Code and pays a monetary penalty  
8 pursuant to Section 10175.2 of the Code at a rate of \$25 for each day of the suspension for a total  
9 monetary penalty of \$1,500.

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

14 b) No further cause for disciplinary action against the Real Estate licenses of  
15 GULARTE occurs within two (2) years from the effective date of the decision in this matter.

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

21 d) If GULARTE pays the monetary penalty and any other moneys due under this  
22 Stipulation and Agreement and if no further cause for disciplinary action against the real estate  
23 license of GULARTE occurs within two (2) years from the effective date of this Order, the entire  
24 stay hereby granted this Order, as to GULARTE only, shall become permanent.

25 2) Sixty (60) days of said suspension shall be stayed for two (2) years upon the  
26 following terms and conditions:

27 a) GULARTE shall obey all laws, rules and regulations governing the rights, duties



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7 October 2022



DATED

TRULY SUGHRUE  
Counsel for Complainant

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I have read the Stipulation and Agreement, discussed it with my counsel, and its terms are understood by me and are agreeable and acceptable to me. I understand that I am waiving rights given to me by the California Administrative Procedure Act, 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.

Respondent and Respondent's attorney further agree to send the original signed Stipulation and Agreement by mail to the following address no later than one (1) week from the date the Stipulation and Agreement is signed by Respondent and Respondent's attorney:

*Department of Real Estate, Legal Section, P.O. Box 137007, Sacramento, California 95813-7007.* Respondent and Respondent's attorney understand and agree that if they fail to return the original signed Stipulation and Agreement by the due date, Complainant retains the right to set this matter for hearing.

9/27/22



DATED

Randy Alan Gularte, Designated Officer  
CRYRAG, INC.,  
Respondent

9/27/22



DATED

RANDY ALAN GULARTE  
Respondent

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1 I have reviewed the Stipulation and Agreement as to form and content and have  
2 advised my clients accordingly.

3 10/4/22  
4 \_\_\_\_\_  
5 DATED

6 \_\_\_\_\_  
7 ALEXANDER MYERS  
8 Attorney for Respondents

9 \*\*\*

10 The foregoing Stipulation and Agreement is hereby adopted as my Decision and  
11 Order and shall become effective at 12 o'clock noon on **NOV 29 2022**

12 IT IS SO ORDERED 10.28.22

13 DOUGLAS R. McCAULEY  
14 REAL ESTATE COMMISSIONER

15 \_\_\_\_\_  
16 *Douglas R. McCauley*  
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