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

**FILED**

OCT 06 2020

DEPARTMENT OF REAL ESTATE  
By B. Nicholas

BEFORE THE DEPARTMENT OF REAL ESTATE  
STATE OF CALIFORNIA

\* \* \*

In the Matter of the Accusation of	)	No. H-3237 FR
	)	
ACTION ONE PROPERTY MANAGEMENT,	)	<u>STIPULATION AND</u>
INC. and JACKELINE P. PRICE,	)	<u>AGREEMENT</u>
	)	
Respondents.)	)	

It is hereby stipulated by and between ACTION ONE PROPERTY MANAGEMENT, INC (ACTION). and JACKELINE P. PRICE (PRICE) (collectively "Respondents"), represented by Jak Sodhi, 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 the Accusation filed on May 16, 2019, 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.
- Respondents have received, read, and understand the Statement to Respondent, and the Discovery Provisions of the APA filed by the Department in this proceeding.

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

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

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

21                   6.       Respondents further understand that by agreeing to this Stipulation and  
22 Agreement, the findings set forth below in the Determination of Issues become final, and that  
23 the Commissioner may charge said Respondents for the costs of any audit conducted pursuant to  
24 Section 10148 of the Code to determine if the violations have been corrected. The maximum  
25 costs of said audit shall not exceed \$5,808.88.

26                   7.       It is understood by the parties that the Commissioner may adopt the  
27 Stipulation and Agreement as his decision in this matter thereby imposing the penalty and

1 sanctions on the real estate licenses and license rights of Respondents as set forth in the below  
2 "Order". In the event that the Commissioner in his discretion does not adopt the Stipulation and  
3 Agreement, it shall be void and of no effect, and Respondents shall retain the right to a hearing  
4 and proceeding on the Accusation under all the provisions of the APA and shall not be bound by  
5 any admission or waiver made herein.

6 8. The Order or any subsequent Order of the Commissioner made pursuant to  
7 this Stipulation and Agreement shall not constitute an estoppel, merger or bar to any further  
8 administrative or civil proceedings by the Department with respect to any matters which were not  
9 specifically alleged to be causes for action in Accusation H-3237 FR.

10 \* \* \*

11 DETERMINATION OF ISSUES

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

15 I

16 The acts and omissions of Respondents as described in the First Cause of Action  
17 of the Accusation are grounds for the suspension or revocation of Respondents' licenses and  
18 license rights under the following sections of the Code and Title 10 of the California Code of:

19 As to Paragraphs 11(a) and (b), under Section 10177(d) of the Code in  
20 conjunction with Section 10145 of the Code and Section 2832.1 of the Regulations;

21 As to Paragraphs 11(c), under Section 10177(d) of the Code in conjunction with  
22 Section 10145 of the Code and Section 2832 of the Regulations;

23 As to Paragraph 11(d), under Section 10177(d) of the Code in conjunction with  
24 Section 2831.1 of the Regulations;

25 As to Paragraph 11(e), under Section 10177(d) of the Code in conjunction with  
26 Section 2831 of the Regulations; and

27

1 As to Paragraph 11(f), under Section 10177(d) of the Code in conjunction with  
2 Section 2831.2 of the Regulations.

3 II

4 The acts and/or omissions of PRICE as described in the Second Cause of Action  
5 of the Accusation is cause for the suspension or revocation of PRICE's license and/or license  
6 rights under Section 10177(h) of the Code.

7 \* \* \*

8 ORDER

9 I

10 All licenses and licensing rights of ACTION under the Real Estate Law are  
11 suspended for a period of sixty (60) days from the effective date of this Order; provided,  
12 however, that:

13 1) Thirty (30) days of said suspension shall be stayed, upon the condition that  
14 ACTION petition pursuant to Section 10175.2 of the Code and pays a monetary penalty pursuant  
15 to Section 10175.2 of the Code at a rate of \$50 for each day of the suspension for a total  
16 monetary penalty of \$1,500.

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

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

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

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

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

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

9 b) That no final subsequent determination be made, after hearing or upon stipulation,  
10 that cause for disciplinary action occurred within two (2) years from the effective date of this  
11 Order. Should such a determination be made, the Commissioner may, in his discretion, vacate  
12 and set aside the stay order and reimpose all or a portion of the stayed suspension. Should no  
13 such determination be made, the stay imposed herein shall become permanent.

14 II

15 All licenses and licensing rights of PRICE under the Real Estate Law are  
16 suspended for a period of sixty (60) days from the effective date of this Order; provided,  
17 however, that:

18 1) Thirty (30) days of said suspension shall be stayed, upon the condition that PRICE  
19 petition pursuant to Section 10175.2 of the Code and pays a monetary penalty pursuant to Section  
20 10175.2 of the Code at a rate of \$50 for each day of the suspension for a total monetary penalty  
21 of \$1,500.

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

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

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

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

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

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

14           b)     That no final subsequent determination be made, after hearing or upon stipulation,  
15 that cause for disciplinary action occurred within two (2) years from the effective date of this  
16 Order. Should such a determination be made, the Commissioner may, in his discretion, vacate  
17 and set aside the stay order and reimpose all or a portion of the stayed suspension. Should no  
18 such determination be made, the stay imposed herein shall become permanent.

19         3)           All licenses and licensing rights of PRICE are indefinitely suspended unless or  
20 until PRICE provides proof satisfactory to the Commissioner, of having taken and successfully  
21 completed the continuing education course on trust fund accounting and handling specified in  
22 paragraph (3) of subdivision (a) of Section 10170.5 of the Code. Proof of satisfaction of these  
23 requirements includes evidence that PRICE has successfully completed the trust fund account  
24 and handling continuing education courses, no earlier than 120 days prior to the effective date of  
25 the Decision and Order in this matter. Proof of completion of the trust fund accounting and  
26 handling course must be delivered to the Department of Real Estate, Flag Section at P.O. Box  
27 137013, Sacramento, CA 95813-7013 or by fax at 916-263-8758, prior to the effective date of


1 this Decision and Order.

2 III

3 1) Pursuant to Section 10148 of the Code, Respondents shall pay the Commissioner's  
4 reasonable cost, not to exceed \$5,808.88, for an audit to determine if Respondents have corrected  
5 the violation(s) found in the Determination of Issues. In calculating the amount of the  
6 Commissioner's reasonable cost, the Commissioner may use the estimated average hourly salary  
7 for all persons performing audits of real estate brokers, and shall include an allocation for travel  
8 time to and from the auditor's place of work. Respondents shall pay such cost within sixty (60)  
9 days of receiving an invoice therefore from the Commissioner. Payment of the audit costs should  
10 not be made until Respondents receive the invoice. If Respondents fail to satisfy this condition  
11 in a timely manner as provided for herein, Respondents' real estate license shall automatically be  
12 suspended until payment is made in full, or until a decision providing otherwise is adopted  
13 following a hearing held pursuant to this condition.

14  
15  
16 DATED

10-Aug-2020

  
17 TRULY SUGHRUE  
18 Counsel for Complainant

19 \* \* \*


20 I have read the Stipulation and Agreement, discussed it with my counsel, and its  
21 terms are understood by me and are agreeable and acceptable to me. I understand that I am  
22 waiving rights given to me by the California Administrative Procedure Act, and I willingly,  
23 intelligently and voluntarily waive those rights, including the right of requiring the  
24 Commissioner to prove the allegations in the Accusation at a hearing at which I would have the  
25 right to cross-examine witnesses against me and to present evidence in defense and mitigation of  
26 the charges.

27 Respondents and Respondents' 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

1 date the Stipulation and Agreement is signed by Respondents and Respondents' attorney:  
2 Department of Real Estate, Legal Section, P.O. Box 137007, Sacramento, California 95813-  
3 7007. Respondents and Respondents' attorney understand and agree that if they fail to return the  
4 original signed Stipulation and Agreement by the due date, Complainant retains the right to set  
5 this matter for hearing.

6  
7 6-15-2020

8 DATED

  
9 Jackeline P. Price, Designated Officer  
10 ACTION ONE PROPERTY MANAGEMENT,  
11 INC.,  
12 Respondent

11 6-15-2020

12 DATED


  
13 JACKELINE P. PRICE  
14 Respondent

14 \*\*\*

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

17 6-15-2020

18 DATED

  
19 JAK SODHI  
20 Attorney for Respondents

21 \*\*\*

22 The foregoing Stipulation and Agreement is hereby adopted as my Decision and  
23 Order and shall become effective at 12 o'clock noon on OCT 27 2020

24 IT IS SO ORDERED 9.25.20

25 DOUGLAS R. McCAULEY  
26 REAL ESTATE COMMISSIONER

  
27