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2 Department of Real Estate
3 P.O. Box 137007
4 Sacramento, CA 95813-7007

5 Telephone: (916) 576-8700

FILED

JAN 10 2022

DEPARTMENT OF REAL ESTATE
By B. Nicholas

6
7
8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of)

12 AZURE HORIZONS, INC., and CYNTHIA)
13 R. BLANKENBURG,)

14 Respondents.)

No. H-3362 FR

STIPULATION AND
AGREEMENT

15 It is hereby stipulated by and between AZURE HORIZONS, INC. (AH), and
16 CYNTHIA R. BLANKENBURG (BLANKENBURG) (collectively referred to as
17 "Respondents"), represented by Frank M. Buda, and the Complainant, acting by and through
18 Richard K. Uno, Counsel for the Department of Real Estate (Department), as follows for the
19 purpose of settling and disposing the Accusation filed on January 8, 2021, in this matter:

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

25 2. Respondents have received, read, and understand the Statement to
26 Respondent, and the Discovery Provisions of the APA filed by the Department in this
27 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 is made for the purpose of reaching an agreed disposition
17 of this proceeding and is expressly limited to this proceeding and any other proceeding or case in
18 which the Department or another licensing agency of this state, another state, or if the federal
19 government is involved, and otherwise shall not be admissible in any other criminal or civil
20 proceeding.

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

1 of Real Estate. Said check must be delivered to the Department of Real Estate, Flag Section at
2 P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective date of this Order.

3 c) No further cause for disciplinary action against the Real Estate licenses of AH occurs
4 within two (2) years from the effective date of the decision in this matter.

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

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

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

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

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

23 II

24 1. All licenses and licensing rights of BLANKENBURG under the Real Estate Law are
25 suspended for a period of ninety (90) days from the effective date of this Order; provided,
26 however, that the initial thirty (30) days of said suspension shall be stayed for two (2) years upon
27 the following terms and conditions:

1 (a) BLANKENBERG shall pay a monetary penalty pursuant to Section 10175.2 of the
2 Code at a rate of \$100 for each day of the suspension for a total monetary penalty of \$3,000.

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

7 c) No further cause for disciplinary action against the Real Estate licenses of
8 BLANKENBURG occurs within two (2) years from the effective date of the decision in this
9 matter.

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

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

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

22 a. BLANKENBURG shall obey all laws, rules and regulations governing the rights,
23 duties and responsibilities of a real estate licensee in the State of California; and,

24 b. That no final subsequent determination be made, after hearing or upon stipulation,
25 that cause for disciplinary action occurred within two (2) years from the effective date of this
26 Order. Should such a determination be made, the Commissioner may, in his discretion, vacate
27 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.

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3 5. All licenses and licensing rights of BLANKENBURG are indefinitely
4 suspended unless or until she pays the sum of \$6,240.70 for the Commissioner's reasonable cost
5 of the investigation and enforcement which led to this disciplinary action. Said payment shall
6 be only in the form of a cashier's check or certified check made payable to the Department of
7 Real Estate. The investigative and enforcement costs must be delivered to the Department of
8 Real Estate, Legal Section at P.O. Box 137007, Sacramento, CA 95813-7007, prior to the

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10
11 DATED

7/20/11 Richard K. Uno
12 RICHARD K. UNO
13 Counsel for Complainant

14 * * *

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

22 Respondent and Respondent's attorney further agree to send the original signed
23 Stipulation by mail to the following address no later than one (1) week from the date the
24 Stipulation is signed by Respondent and Respondent's attorney: *Department of Real Estate,*
25 *Legal Section, P.O. Box 137007, Sacramento, California 95813-7007.* Respondent and
26 Respondent's attorney understand and agree that if they fail to return the original signed
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1 Stipulation by the due date, Complainant retains the right to set this matter for hearing.

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7/19/2021
DATED

C Blankenburg
CYNTHIA R. BLANKENBURG, on behalf
of
AZURE HORIZONS, INC.
Respondent

7/19/2021
DATED

C Blankenburg
CYNTHIA R. BLANKENBURG
Respondent

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

7-23-21
DATED

Frank M Buda
FRANK M. BUDA
Attorney for Respondents

The foregoing Stipulation and Agreement is hereby adopted as my Decision and
Order and shall become effective at 12 o'clock noon on JAN 31 2022.

IT IS SO ORDERED 12-20-21.

DOUGLAS R. McCAULEY
REAL ESTATE COMMISSIONER

Douglas R. McCauley