

1 DEPARTMENT OF REAL ESTATE
2 651 Bannon Street, Suite 507
3 Sacramento CA 95811
4 Telephone: (916) 576-8700

FILED

JUN 10 2025

DEPARTMENT OF REAL ESTATE

By B. A. Jones

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

10 * * *

11 In the Matter of the Accusation of:) Case No. H-3521 FR
12)
13 CARMEL COAST ESTATE, INC.) STIPULATION AND AGREEMENT
14 and MARY JANE CAPUTO,) IN SETTLEMENT AND ORDER
15 Respondents.)

16 It is hereby stipulated by and between Respondent CARMEL COAST ESTATE,
17 INC. ("CCEI") and MARY JANE CAPUTO ("CAPUTO") (collectively referred to as
18 "Respondents"), represented by Frank Buda, and the Complainant, acting by and through Kyle
19 Jones, Counsel for the Department of Real Estate, as follows for the purpose of settling and
20 disposing of the Accusation filed on February 21, 2024, in this matter:

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

26 2. Respondents have received, read and understand the Statement to
27 Respondent, the Discovery Provisions of the APA and the Accusation filed by the Department
of Real Estate in this proceeding.

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1 3. Respondents filed Notices 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 Notices of Defense. Respondents
4 acknowledge that they understand that by withdrawing said Notices of Defense they will
5 thereby waive their rights to require the Real Estate Commissioner ("Commissioner") to prove
6 the allegations in the Accusation at a contested hearing held in accordance with the provisions
7 of the APA, and that they will waive other rights afforded to them in connection with the
8 hearing, such as the right to present evidence in defense of the allegations in the Accusation
9 and the right to cross-examine witnesses.

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

16 5. This Stipulation and Agreement is made for the purpose of reaching an
17 agreed disposition of this proceeding and is expressly limited to this proceeding and any other
18 proceeding or case in which the Department, the state or federal government, any agency of this
19 state, or an agency of another state is involved.

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

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1 7. The Order or any subsequent Order of the Real Estate Commissioner made
2 pursuant to this Stipulation and Agreement shall not constitute an estoppel, merger or bar to
3 any further administrative or civil proceedings by the Department of Real Estate with respect
4 to any matters which were not specifically alleged to be causes for accusation in this
5 proceeding.

6 8. Respondents understand that by agreeing to this Stipulation and Agreement,
7 Respondents agree to be responsible for jointly and severally paying, pursuant to Section 10148
8 of the California Business and Professions Code ("Code"), the costs of the audit which resulted
9 in the determination that Respondents committed the trust fund violation(s) found in the
10 Determination of Issues. The amount of such costs is \$6,152.00.

11 9. Respondents further understand that by agreeing to this Stipulation and
12 Agreement, the findings set forth below in the Determination of Issues become final, and that the
13 Commissioner may charge said Respondents for the costs of any audit conducted pursuant to
14 Section 10148 of the Code to determine if the violations have been corrected and hold
15 Respondents jointly and severally responsible for paying the costs of the follow up audit. The
16 maximum costs of said audit shall not exceed \$7,690.00.

17 10. Respondents further understand that by agreeing to this Stipulation and
18 Agreement, Respondents agree to be responsible for jointly and severally paying, pursuant to
19 Section 10106 of the Code, the costs of the investigation and enforcement of this case which
20 resulted in the determination that Respondents committed the violation(s) found in the
21 Determination of Issues. The amount of such cost is \$2,592.70.

22 DETERMINATION OF ISSUES

23 By reason of the foregoing stipulations, admissions, and waivers, and solely for
24 the purpose of settlement of the pending Accusation without further proceedings, it is stipulated
25 and agreed that the following Determination of Issues shall be made:

26 The acts and/or omissions of CCEI as described in the Accusation are grounds for
27 the suspension or revocation of the licenses and license rights of CCEI under the provisions of

1 Sections 10145, 10177(d), and 10177(g) of the Code, and Sections 2831, 2831.1, 2831.2, 2832,
2 2834, and 2835 of Title 10 of the California Code of the Regulations ("Regulations").

3 The acts and/or omissions of CAPUTO as described in the Accusation are
4 grounds for the suspension or revocation of the licenses and license rights of CAPUTO under the
5 provisions of Sections 10145, 10159.2, 10177(d), 10177(g), and 10177(h) of the Code, and
6 Section 2725 of the Regulations.

7 ORDER

8 I.

9 CCEI

10 All licenses and licensing rights of CCEI 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 CCEI petitions pursuant to Section 10175.2 of the Code and pays a monetary penalty pursuant to
15 Section 10175.2 of the Code, at a rate of \$50.00 for each day of the suspension, for a total
16 monetary penalty of \$1,500.00.

17 a. Said payment shall be in the form of a cashier's check made payable to
18 the Department of Real Estate. Said check must be delivered to the Department of Real Estate,
19 Flag Section at 651 Bannon Street, Suite 504, Sacramento, CA 95811, prior to the effective date
20 of this Order.

21 b. No further cause for disciplinary action against the real estate license
22 of CCEI occurs within two (2) years from the effective date of the Order in this matter.

23 c. If CCEI fails to pay the monetary penalty in accordance with the terms
24 and conditions of the Decision, the Commissioner may, without a hearing, order the immediate
25 execution of all or any part of the stayed suspension, in which event, CCEI shall not be entitled
26 to any repayment nor credit, prorated or otherwise, for money paid to the Department under the
27 terms of this decision.



1 d. If CCEI pays the monetary penalty, and if no further cause for
2 disciplinary action against the real estate license of CCEI occurs within two (2) years from the
3 effective date of the Decision herein, then the stay hereby granted shall become permanent.

4 2. The remaining thirty (30) days of said suspension shall be stayed for two (2)
5 years upon the following terms and conditions:

6 a. CCEI shall obey all laws, rules and regulations governing the rights,
7 duties and responsibilities of a real estate licensee in the State of California, and

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

14 II.

15 CAPUTO

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

19 1. Thirty (30) days of said suspension shall be stayed upon the condition that
20 CAPUTO petitions pursuant to Section 10175.2 of the Code and pays a monetary penalty
21 pursuant to Section 10175.2 of the Code, at a rate of \$50.00 for each day of the suspension, for a
22 total monetary penalty of \$1,500.00.

23 a. Said payment shall be in the form of a cashier's check made payable to
24 the Department of Real Estate. Said check must be delivered to the Department of Real Estate,
25 Flag Section at 651 Bannon Street, Suite 504, Sacramento, CA 95811, prior to the effective date
26 of this Order.

27 b. No further cause for disciplinary action against the real estate license

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1 of CAPUTO occurs within two (2) years from the effective date of the Order in this matter.

2 c. If CAPUTO fails to pay the monetary penalty in accordance with the
3 terms and conditions of the Decision, the Commissioner may, without a hearing, order the
4 immediate execution of all or any part of the stayed suspension, in which event, CAPUTO shall
5 not be entitled to any repayment nor credit, prorated or otherwise, for money paid to the
6 Department under the terms of this decision.

7 d. If CAPUTO pays the monetary penalty, and if no further cause for
8 disciplinary action against the real estate license of CAPUTO occurs within two (2) years from
9 the effective date of the Decision herein, then the stay hereby granted shall become permanent.

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

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

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

20 3. All licenses and licensing rights of CAPUTO are indefinitely suspended unless
21 or until CAPUTO provides proof satisfactory to the Commissioner, of having taken and
22 successfully completed the continuing education course on trust fund accounting and handling
23 specified in paragraph (3) of subdivision (a) of Section 10170.5 of the Code. Proof of
24 satisfaction of these requirements includes evidence that CAPUTO has successfully completed
25 the trust fund accounting and handling continuing education course, no earlier than one hundred
26 twenty (120) days prior to the effective date of the Order in this matter. Proof of completion of
27 the trust fund accounting and handling course must be delivered to the Department of Real



1 Estate, Flag Section at 651 Bannon Street, Suite 504, Sacramento, CA 95811, prior to the
2 effective date of this Order.

3 III.

4 CCEI AND CAPUTO JOINTLY AND SEVERALLY

5 1. Pursuant to Section 10148 of the Code, Respondents shall, jointly and
6 severally, pay the sum of \$6,152.00 for the Commissioner's cost of the audit which led to this
7 disciplinary action. Respondents shall pay such cost within sixty (60) days of receiving an
8 invoice therefore from the Commissioner. Payment of audit costs should not be made until
9 Respondents receive the invoice. If Respondents fail to satisfy this condition in a timely
10 manner as provided for herein, Respondents' real estate licenses shall automatically be
11 suspended until payment is made in full, or until a decision providing otherwise is adopted
12 following a hearing held pursuant to this condition.

13 2. Respondents, jointly and severally, shall pay the Commissioner's costs, not
14 to exceed \$7,690.00, of any audit conducted pursuant to Section 10148 of the Code to
15 determine if Respondents have corrected the violations described in the Determination of
16 Issues, above, and any other violations found in the audit which led to this disciplinary action.
17 In calculating the amount of the Commissioner's reasonable cost, the Commissioner may use
18 the estimated average hourly salary for all persons performing audits of real estate brokers, and
19 shall include an allocation for travel time to and from the auditor's place of work. Respondents
20 shall pay such cost within sixty (60) days of receiving an invoice therefore from the
21 Commissioner detailing the activities performed during the audit and the amount of time spent
22 performing those activities. If Respondents fail to pay such cost within the sixty (60) days, the
23 Commissioner shall indefinitely suspend all licenses and licensing rights of Respondents under
24 the Real Estate Law until payment is made in full or until Respondents enter into an agreement
25 satisfactory to the Commissioner to provide for payment. Upon full payment, the indefinite
26 suspension provided for in this paragraph shall be stayed.

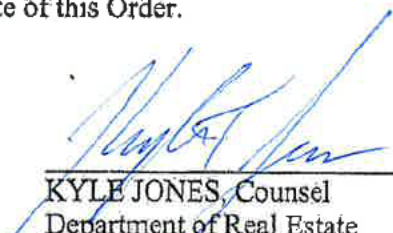
27 3. All licenses and licensing rights of Respondents, are indefinitely suspended



1 unless or until Respondents, jointly and severally, pay the sum of \$2,592.70 for the
2 Commissioner's reasonable cost of the investigation and enforcement which led to this
3 disciplinary action. Said payment shall be in the form of a cashier's check or certified check
4 made payable to the Real Estate Fund. The investigative and enforcement costs must be
5 delivered to the Department of Real Estate, Flag Section at 651 Bannon Street, Suite 504,
6 Sacramento, CA 95811, prior to the effective date of this Order.

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8 5/14/25

9 DATED

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KYLE JONES, Counsel
Department of Real Estate

11 * * *

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

20 Respondent can signify acceptance and approval of the terms and conditions of
21 this Stipulation and Agreement by faxing a copy of the signature page, as actually signed by
22 Respondent, to the Department at fax number (916) 576-7840 or by e-mail to
23 kyle.jones@dre.ca.gov. Respondent agrees, acknowledges, and understands that by
24 electronically sending to the Department a copy of Respondent's actual signature as it appears
25 on the Stipulation and Agreement, that receipt of the copy by the Department shall be as
26 binding on Respondent as if the Department had received the original signed Stipulation and
27 Agreement.

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May 8, 2025
DATED

Mary Jane Caputo
MARY JANE CAPUTO
Designated Officer for Respondent,
CARMEL COAST ESTATE, INC.

May 13, 2025
DATED

Mary Jane Caputo
MARY JANE CAPUTO
Respondent

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

5-8-25
DATED

Frank in Budd
FRANK BUDA,
Attorney for Respondents

The foregoing Stipulation and Agreement is hereby adopted by the Real Estate Commissioner as their Decision and Order and shall become effective at 12 o'clock noon on
JUL 01 2025

IT IS SO ORDERED 6/4/2025

CHIKA SUNQUIST
Real Estate Commissioner



By Marcus L. McCarther
Chief Deputy Real Estate Commissioner

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