

FILED

FEB 05 2026

DEPARTMENT OF REAL ESTATE
By J. Taggart

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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)	DRE No. H-3582 FR
)	OAH No. 2025040093
12 GALLEGOS DIVERSIFIED, INC;)	
)	<u>STIPULATION AND</u>
13 and)	<u>AGREEMENT IN SETTLEMENT</u>
)	<u>AND ORDER</u>
14 GUILERMO A. GALLEGOS, individually)	
15 and as designated officer of Gallegos)	
16 Diversified, Inc.,)	
)	
17 Respondents.)	

18
19 It is hereby stipulated by and between GALLEGOS DIVERSIFIED, INC.
20 (“GDP”), GUILLERMO GALLEGOS (“GALLEGOS”) (collectively “Respondents”), acting by
21 and through their attorney, Marisol Ocampo, of Century Law Group LLP, and the Department of
22 Real Estate (“Department” or “Complainant”), acting by and through Taylor Herrlinger, Counsel
23 for the Department of Real Estate, as follows for the purpose of settling and disposing of the
24 Accusation filed on January 14, 2025 (“Accusation”), in this matter:

25 1. All issues which were to be contested and all evidence which was to be
26 presented by Complainant and Respondents at a formal hearing on the Accusation, which
27 hearing was to be held in accordance with the provisions of the Administrative Procedure Act

STIPULATION AND AGREEMENT IN SETTLEMENT AND ORDER

1 ("APA"), shall instead and in place thereof be submitted solely on the basis of the provisions of
2 this Stipulation and Agreement ("Stipulation").

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

6 3. Respondents filed a Notice of Defense pursuant to Section 11506 of the
7 Government Code for the purpose of requesting a hearing on the allegations in the Accusation.
8 Respondents hereby freely and voluntarily withdraw said Notice of Defense. Respondents
9 acknowledge that they understand that by withdrawing said Notice of Defense they thereby
10 waive their right to require the Commissioner to prove the allegations in the Accusation at a
11 contested hearing held in accordance with the provisions of the APA and that they will waive
12 other rights afforded to them in connection with the hearing such as the right to present evidence
13 in their defense, and the right to cross-examine witnesses.

14 4. This Stipulation is based on the factual allegations contained in the Accusation
15 filed in this proceeding. In the interest of expedience and economy, Respondents choose not to
16 contest these factual allegations, but to remain silent and understand that, as a result thereof,
17 these factual statements will serve as a prima facie basis for the disciplinary action stipulated to
18 herein. The Real Estate Commissioner shall not be required to provide further evidence to prove
19 such allegations.

20 5. This Stipulation is made for the purpose of reaching an agreed disposition of
21 this proceeding and is expressly limited to this proceeding and not any other proceeding or case
22 in which the Department, or another licensing agency of this state, another state, or the federal
23 government is involved, and otherwise shall not be admissible in any criminal or civil
24 proceeding.

25 6. It is understood by the parties that the Real Estate Commissioner may adopt
26 this Stipulation as her Decision in this matter, thereby imposing the penalty and sanctions on
27 Respondents' real estate licenses and license rights as set forth in the below "Order." In the

1 event that the Commissioner in her discretion does not adopt the Stipulation, the Stipulation shall
2 be void and of no effect and Respondents shall retain the right to a hearing and proceed on the
3 Accusation under the provisions of the APA and shall not be bound by any stipulation or waiver
4 made herein.

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

9 **DETERMINATION OF ISSUES**

10 By reason of the foregoing, and solely for the purpose of settlement of the
11 pending Accusation without a hearing, it is stipulated and agreed that the following
12 Determination of Issues shall be made:

13 The conduct, acts or omissions of Respondents GALLEGOS DIVERSIFIED,
14 INC. and GUILLERMO GALLEGOS, as set forth in the Accusation, are in violation of
15 California Business and Professions Code ("Code") Sections 10130, 10145, 10159.5 and
16 California Code of Regulations ("Regulations"), Title 10, Chapter 6, Sections 2831, 2831.1,
17 2831.2, 2832, 2832.1, 2834, and 2725 and are grounds for discipline of Respondents' licenses
18 and licensing rights pursuant to Code sections 10177(d), (g) and (h).

19 **ORDER**

20 **WHEREFORE, THE FOLLOWING ORDER is hereby made:**

21 I.

22 **GALLEGOS DIVERSIFIED, INC.**

23 All licenses and licensing rights of Respondent GDI under the Real Estate Law
24 are revoked; provided, however, a restricted corporate real estate broker license shall be issued to
25 GDI, pursuant to Section 10156.5 of the Code, if GDI makes application therefore and pays to
26 the Department, the appropriate fee for the restricted license within 90 days from the effective
27 date of this Decision and Order. The restricted license issued to GDI shall be subject to all of the

1 Order. GALLEGOS shall not be eligible to apply for any unrestricted licenses until all
2 restrictions attaching to the license have been removed.

3 II.

4 **GALLEGOS DIVERSIFIED, INC. AND GUILLERMO GALLEGOS**

5 **(AUDIT COSTS)**

6 1. Pursuant to Code Section 10148, Respondents GDI and GALLEGOS, jointly
7 and severally, shall pay the Commissioner's reasonable costs for the audit which led to this
8 disciplinary action in the amount of \$6,432.00. Respondents shall pay such costs within six (6)
9 months of receiving an invoice therefor from the Commissioner. Payment of the audit costs
10 should not be made until Respondent receives the invoice. If Respondent fails to satisfy this
11 condition in a timely manner as provided for herein, Respondent's real estate license shall
12 automatically be suspended until payment is made in full, or until a decision providing otherwise
13 is adopted following a hearing held pursuant to this condition. Said payment shall be in the form
14 of a cashier's check made payable to the Department of Real Estate, Flag Section at 651 Bannon
15 Street, Suite 504, Sacramento, CA 95811. Payment of audit costs should not be made until the
16 Stipulation has been approved by the Commissioner.

17 **(SUBSEQUENT AUDIT COSTS)**

18 2. Pursuant to Code Section 10148, Respondents, GDI and GALLEGOS, jointly
19 and severally, shall pay the Commissioner's reasonable costs, not to exceed \$8,040.00, for a
20 subsequent audit to determine if Respondents have corrected the violations found in the
21 Determination of Issues. In calculating the amount of the Commissioner's reasonable costs, the
22 Commissioner may use the estimated average hourly salary for all persons performing audits of
23 real estate brokers, and shall include an allocation for travel time to and from the auditor's place
24 of work. Respondents shall pay such costs within six (6) months of receiving an invoice therefor
25 from the Commissioner. If Respondents fails to satisfy this condition in a timely manner as
26 provided for herein, Respondent's real estate licenses shall automatically be suspended until
27 payment is made in full, or until a decision providing otherwise is adopted following a hearing

1 held pursuant to this condition. Said payment shall be in the form of a cashier's check made
2 payable to the Department of Real Estate, and delivered to the Department of Real Estate, Flag
3 Section, at 651 Bannon Street, Suite 504, Sacramento, CA 95811. Payment of audit costs should
4 not be made until the Stipulation has been approved by the Commissioner.

5 **(INVESTIGATION AND ENFORCEMENT COSTS)**

6 3. All licenses and license rights of Respondents GDI and GALLEGOS are
7 indefinitely suspended, unless or until Respondents, jointly and severally, pay the sum of
8 \$3,030.10 for the Commissioner's reasonable costs of the investigation and enforcement that led
9 to this disciplinary action. Said payment shall be in the form of a cashier's check made payable
10 to the Department of Real Estate, and delivered to the Department of Real Estate, Flag Section,
11 at 651 Bannon Street, Suite 504, Sacramento, CA 95811, **prior to the effective date of this**
12 **Decision and Order.** Payment of investigation and enforcement costs should not be made until
13 the Stipulation has been approved by the Commissioner.

14
15 DATED: November 14, 2025

Taylor Herrlinger

Taylor Herrlinger, Counsel for
Department of Real Estate

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18 **EXECUTION OF THE STIPULATION**

19
20 Respondents have read the Stipulation, and its terms are understood by
21 Respondents and are agreeable and acceptable to Respondents. Respondents understand that
22 Respondents are waiving rights given to them by the California Administrative Procedure Act
23 (including but not limited to Sections 11506, 11508, 11509 and 11513 of the Government Code),
24 and Respondents willingly, intelligently and voluntarily waive those rights, including the right of
25 requiring the Commissioner to prove the allegations in the Accusation at a hearing at which
26 Respondents would have the right to cross-examine witnesses against them and to present
27 evidence in defense and mitigation of the charges.

1 Respondents agree, acknowledge, and understand that Respondents cannot
2 rescind or amend this Stipulation and Agreement. By signing this Stipulation, Respondents
3 understand and agree that Respondents may not withdraw Respondents' agreement or seek to
4 rescind the Stipulation prior to the time the Commissioner considers and acts upon it or prior to
5 the effective date of the Stipulation and Order.

6 Respondents can signify acceptance and approval of the terms and conditions of
7 this Stipulation and Agreement by electronically e-mailing a copy of the signature page, as
8 actually signed by Respondents, to the Department. Respondents agree, acknowledge, and
9 understand that by electronically sending to the Department an electronic copy of Respondents'
10 actual signature, as it appears on the Stipulation, that receipt of the emailed copy by the
11 Department shall be as binding on Respondents as if the Department had received the original
12 signed Stipulation. Alternatively, Respondents can signify acceptance and approval of the terms
13 and conditions of this Stipulation and Agreement by mailing the original signed Stipulation and
14 Agreement to: Taylor Herrlinger, Department of Real Estate, 651 Bannon Street, Suite 507,
15 Sacramento, California 95811.

16
17 Dated: 11/14/25


GALLEGOS DIVERSIFIED, INC., by and through
Designated Officer Guillermo Gallegos,
Respondent

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20 Dated: 11/14/25


GUILLERMO GALLEGOS
Respondent

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24 Dated: _____


Marisol Ocampo, Esq.
Counsel for Respondents

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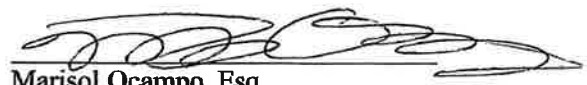
16
17 Dated: 11/14/25


GALLEGOS DIVERSIFIED, INC., by and through
Designated Officer Guillermo Gallegos,
Respondent

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19
20 Dated: 11/14/25


GUILLERMO GALLEGOS
Respondent

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24 Dated: 11/14/25


Marisol Ocampo, Esq.
Counsel for Respondents

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The foregoing Stipulation and Agreement is hereby adopted as my Decision as to Respondents GALLEGOS DIVERSIFIED, INC. and GUILLERMO GALLEGOS and shall become effective at 12 o'clock noon on FEB 25 2026.

IT IS SO ORDERED 1/22/2025.

CHIKA SUNQUIST
REAL ESTATE COMMISSIONER



By: Marcus L. McCarther
Chief Deputy Real Estate Commissioner