

FILED

JAN 10 2019

DEPARTMENT OF REAL ESTATE

By

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of:

CHRISTINE M. KUTZKEY and LUANN M.
WIEGELE,
Respondents.

No. H-6609 SAC

STIPULATION AND
AGREEMENT IN
SETTLEMENT AND ORDER

It is hereby stipulated by and between LUANN M. WIEGELE (“WIEGELE”) and her attorney Jeffery S. Kravitz of Kravitz & Chan, LLP, and Complainant, acting by and through Adriana Z. Badilas, Counsel for the Department of Real Estate (“Department”), as follows for the purpose of settling and disposing of the Accusation filed on February 15, 2018, in this matter:

1. All issues which were to be contested and all evidence which was to be presented by Complainant and WIEGELE 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.

2. WIEGELE has received, read, and understands the Statement to Respondent, the Discovery Provisions of the APA and the Accusation filed by the Department in this proceeding.

///

///

1 3. WIEGELE 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 WIEGELE hereby freely and voluntarily withdraws said Notice of Defense. WIEGELE
4 acknowledges that WIEGELE will waive her right to require the Real Estate Commissioner
5 (“Commissioner”) to prove the allegations in the Accusation at a contested hearing held in
6 accordance with the provisions of the APA and that WIEGELE will waive other rights afforded
7 to her in connection with the hearing, such as the right to present evidence in defense of the
8 allegations in the Accusation and the right to cross-examine witnesses.

9 4. This Stipulation and Agreement and WIEGELE’s decision not to contest
10 the Accusation are made for the purpose of reaching an agreed disposition of this proceeding and
11 are expressly limited to this proceeding and any other proceeding or case in which the
12 Department, the state or federal government, an agency of this state, or an agency of another state
13 is involved.

14 5. It is understood by the parties that the Commissioner may adopt the
15 Stipulation and Agreement as his Decision and Order in this matter thereby imposing the penalty
16 and sanctions on WIEGELE’s real estate licenses and license rights as set forth in the below
17 “Order.” In the event the Commissioner in his discretion does not adopt the Stipulation and
18 Agreement, it shall be void and of no effect, and WIEGELE shall retain the right to a hearing and
19 proceeding on the Accusation under all the provisions of the APA and shall not be bound by any
20 admission or waiver made herein.

21 6. This Decision and Order or any subsequent Order of the Commissioner
22 made pursuant to this Stipulation and Agreement shall not constitute an estoppel, merger or bar
23 to any further administrative or civil proceedings by the Department with respect to any matters,
24 which were not specifically alleged in Accusation H-6609 SAC.

25 ///

26 ///

27 ///

1 DETERMINATION OF ISSUES

2 By reason of the foregoing stipulations, admissions, and waivers and solely for the
3 purpose of settlement of the pending Accusation without hearing, it is stipulated and agreed that
4 the following Determination of Issues shall be made:

5 I

6 The acts and/or omissions of WIEGELE, as described in the Accusation, are
7 grounds for the suspension or revocation of the licenses and license rights of WIEGELE under
8 Business and Professions Code (“Code”) Sections 10137, 10177(d) and 10177(g).

9 ORDER AS WIEGELE

10 I

11 All licenses and licensing rights of WIEGELE under the Real Estate Law are
12 revoked; provided, however, a restricted real estate salesperson license shall be issued to
13 WIEGELE pursuant to Section 10156.5 of the Code if WIEGELE makes application therefore
14 for the restricted license within ninety (90) days from the effective date of this Decision and
15 Order. The restricted license issued to WIEGELE shall be subject to all of the provisions of
16 Section 10156.7 of the Code and to the following limitations, conditions and restrictions imposed
17 under authority of Section 10156.6 of that Code:

18 1. The restricted license issued to WIEGELE may be suspended prior to
19 hearing by Order of the Commissioner in the event of WIEGELE’s conviction or plea of nolo
20 contendere to a crime which is substantially related to WIEGELE’s fitness or capacity as a
21 real estate licensee.

22 2. The restricted license issued to WIEGELE may be suspended prior to
23 hearing by Order of the Commissioner on evidence satisfactory to the Commissioner that
24 WIEGELE has violated provisions of the California Real Estate Law, the Subdivided Lands
25 Law, Regulations of the Real Estate Commissioner or conditions attaching to the restricted
26 license.

27 ///

1 3. WIEGELE shall not be eligible to petition for the issuance of any
2 unrestricted real estate license nor for removal of any of the conditions, limitations or restrictions
3 of a restricted license until three (3) years have elapsed from the effective date of this Decision
4 and Order. WIEGELE shall not be eligible to apply for any unrestricted license until all
5 restrictions attaching to the license have been removed.

6 4. WIEGELE shall, within six (6) months from the effective date of this
7 Order, take and pass the Professional Responsibility Examination administered by the
8 Department, including the payment of the appropriate examination fee. If WIEGELE fails to
9 satisfy this condition, WIEGELE's real estate license shall automatically be suspended until
10 WIEGELE passes the examination.

11 5. WIEGELE shall notify the Commissioner in writing within 72 hours of
12 any arrest by sending a certified letter to the Commissioner at the Department of Real Estate,
13 Post Office Box 137000, Sacramento, CA 95813-7000. The letter shall set forth the date of
14 WIEGELE's arrest, the crime for which WIEGELE was arrested and the name and address of
15 the arresting law enforcement agency. WIEGELE's failure to timely file written notice shall
16 constitute an independent violation of the terms of the restricted license and shall be grounds
17 for the suspension or revocation of that license.

18 ///
19 ///
20 ///
21 ///
22 ///
23 ///
24 ///
25 ///
26 ///
27 ///

1 6. All licenses and licensing rights of WIEGELE are indefinitely suspended
2 unless or until WIEGELE pays the sum of \$2,845.65 for the Commissioner's reasonable costs of
3 the investigation and enforcement which led to this disciplinary action. Said payment shall be in
4 the form of a cashier's check or certified check made payable to the Department. The
5 investigative and enforcement costs must be delivered to the Department of Real Estate, Flag
6 Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective date of this
7 Order.

8
9
10 11/7/18

11 DATED



12 ADRIANA Z. BADILAS, Counsel
13 Department of Real Estate

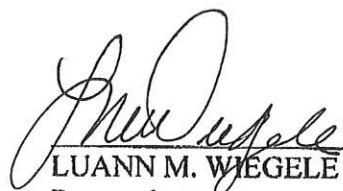
14 * * *

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


22 WIEGELE can signify acceptance and approval of the terms and conditions of
23 this Stipulation and Agreement by faxing a copy of the signature page, as actually signed by
24 WIEGELE, to the Department at fax number (916) 263-3767 or by e-mail to
25 adriana.badilas@DRE.ca.gov. WIEGELE agree, acknowledge, and understand that by
26 electronically sending to the Department a fax copy of WIEGELE's actual signature as it
27 appears on the Stipulation and Agreement, that receipt of the faxed copy by the Department

///

1 shall be as binding on WIEGELE as if the Department had received the original signed
2 Stipulation and Agreement.

3
4
5 10/23/18
6 DATED _____
7
8 
9 LUANN M. WIEGELE
10 Respondent

11
12 * * *
13 *I have reviewed this Stipulation and Agreement as to form and content and have*
14 *advised my clients accordingly.*

15
16 10/29/18
17 DATED _____
18 
19 JEFFREY S. KRAVITZ
20 Attorney for WIEGELE

21
22 * * *
23 The foregoing Stipulation and Agreement In Settlement and Order is hereby
24 adopted by the Real Estate Commissioner as his Decision and Order and shall become effective
25 at 12 o'clock noon on JAN 31 2019.

26
27 IT IS SO ORDERED January 8, 2019.
28 DANIEL J. SANDRI
29 ACTING REAL ESTATE COMMISSIONER
30 