

1 DEPARTMENT OF REAL ESTATE  
2 P. O. Box 137007  
3 Sacramento, CA 95813-7007

4 Telephone: (916) 576-8700

**FILED**

JAN 08 2020

DEPARTMENT OF REAL ESTATE  
By X. Krapp

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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-6690 SAC  
12 )  
13 PRUDLER FUNDING, and ) STIPULATION AND AGREEMENT  
14 GARY ROLAPP PRUDLER ) IN SETTLEMENT AND ORDER  
15 Respondents. )  
\_\_\_\_\_ )

16 It is hereby stipulated by and between Respondent PRUDLER FUNDING,  
17 acting by and through counsel Edward O. Lear, and Respondent GARY ROLAPP PRUDLER  
18 ("PRUDLER"), also acting by and through counsel Edward O. Lear, and the Complainant,  
19 acting by and through Jason D. Lazark, Counsel for the Department of Real Estate  
20 ("Department"), as follows for the purpose of settling and disposing of the Accusation filed on  
21 May 16, 2019, in this matter against Respondents PRUDLER FUNDING and PRUDLER  
22 (herein referred to collectively as "Respondents"):

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

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

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

13                   4. Respondents, pursuant to the limitations set forth below, hereby admit that  
14 the factual allegations as set forth in the Accusation filed in this proceeding are true and correct  
15 and the Commissioner shall not be required to provide further evidence of such allegations.

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

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

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1 PRUDLER FUNDING petitions pursuant to Section 10175.2 of the Code and pays a monetary  
2 penalty pursuant to Section 10175.2 of the Code, at a rate of \$50 for each day of the suspension,  
3 for a total monetary penalty of \$1,500.

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

8 b. No further cause for disciplinary action against the real estate license  
9 of PRUDLER FUNDING occurs within two (2) years from the effective date of the Order in this  
10 matter.

11 c. If PRUDLER FUNDING fails to pay the monetary penalty in  
12 accordance with the terms and conditions of the Decision, the Commissioner may, without a  
13 hearing, order the immediate execution of all or any part of the stayed suspension, in which  
14 event, PRUDLER FUNDING shall not be entitled to any repayment nor credit, prorated or  
15 otherwise, for money paid to the Department under the terms of this decision.

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

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

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

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

1 his discretion, vacate and set aside the stay order and reimpose all or a portion of the stayed  
2 suspension. Should no such determination be made, the stay imposed herein shall become  
3 permanent.

## 4 II. PRUDLER

5 All licenses and licensing rights of PRUDLER under the Real Estate Law are  
6 suspended for a period of ninety (90) days from the effective date of this Order; provided,  
7 however, that:

8 1. Thirty (30) days of said suspension shall be stayed upon the condition that  
9 PRUDLER petitions pursuant to Section 10175.2 of the Code and pays a monetary penalty  
10 pursuant to Section 10175.2 of the Code, at a rate of \$50 for each day of the suspension, for a  
11 total monetary penalty of \$1,500.

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

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

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

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

27

1                   2. The remaining sixty (60) days of said suspension shall also be stayed for two  
2 (2) years upon the following terms and conditions:

3                   a. PRUDLER shall obey all laws, rules and regulations governing the  
4 rights, duties and responsibilities of a real estate licensee in the State of California, and

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

11                   3. PRUDLER shall, within six (6) months from the effective date of this Order,  
12 take and pass the Professional Responsibility Examination administered by the Department,  
13 including the payment of the appropriate examination fee. If PRUDLER fails to satisfy this  
14 condition, PRUDLER's real estate license shall automatically be suspended until Respondent  
15 passes the examination.

16                   III. PRUDLER FUNDING and PRUDLER JOINTLY AND SEVERALLY

17                   All licenses and licensing rights of Respondents are indefinitely suspended  
18 unless or until Respondents, jointly and severally, pay the sum of \$3,976.68 for the  
19 Commissioner's reasonable costs of the investigation and enforcement which led to this  
20 disciplinary action. Said payment shall be in the form of a cashier's check or certified check  
21 made payable to the Department. The investigative and enforcement costs must be delivered  
22 to the Department, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the  
23 effective date of this Order.

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25  
26 DATED

11/26/19

  
JASON D. LAZARK, Counsel  
Department of Real Estate

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

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

11/26/19  
\_\_\_\_\_  
(DATED)

  
\_\_\_\_\_  
GARY ROLAPP PRUDLER,  
as the designated officer of Respondent  
PRUDLER FUNDING

11/76/19  
\_\_\_\_\_  
(DATED)

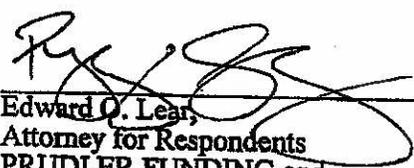
  
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GARY ROLAPP PRUDLER,  
Respondent

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*I have reviewed this Stipulation and Order as to form and content and have advised my clients accordingly.*

11/25/19  
DATED

  
Edward O. Lear,  
Attorney for Respondents  
PRUDLER FUNDING and  
GARY ROLAPP PRUDLER

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The foregoing Stipulation and Agreement is hereby adopted as my Decision in this matter and shall become effective at 12 o'clock noon on JAN 29 2020.

IT IS SO ORDERED 12/27/19.

SANDRA KNAU  
ACTING REAL ESTATE COMMISSIONER

