

FILED

APR 05 2024

DEPARTMENT OF REAL ESTATE

By RJ dew

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

In the Matter of the Accusation of:) DRE No. H-7187 SAC
)
) **PPM INVESTMENTS, INC.**, HENRY JOHN
) HAMMACHER, and DARUS KAYN TRUTNA,
)
) Respondents.)

ORDER ACCEPTING VOLUNTARY SURRENDER OF REAL ESTATE LICENSE

On April 7, 2023, an Accusation was filed in this matter against Respondents PPM INVESTMENTS, INC., HENRY JOHN HAMMACHER, and DARUS KAYN TRUTNA.

On or about January 3, 2024, PPM INVESTMENTS, INC. petitioned the Commissioner to voluntarily surrender its restricted corporate real estate broker license pursuant to Section 10100.2 of the Business and Professions Code.

IT IS HEREBY ORDERED that Respondent PPM INVESTMENTS, INC.'s petition for voluntary surrender of its restricted corporate real estate broker license be accepted as of the effective date of this Order as set forth below, based upon the understanding and agreement expressed in Respondent's Declaration dated January 3, 2024 (attached as Exhibit "A" hereto). Respondent's license certificate and pocket card shall be sent to the below-listed address so that they reach the Department of Real Estate on or before the effective date of this Order:

DEPARTMENT OF REAL ESTATE
Attention: Licensing Flag Section
P. O. Box 137013
Sacramento, CA 95813-7013

This Order shall become effective at 12 o'clock noon on APR 26 2024.

DATED: 4/2/24

CHIKA SUNQUIST
REAL ESTATE COMMISSIONER



By: Marcus L. McCarther
Chief Deputy Real Estate Commissioner

1 Department of Real Estate
2 P.O. Box 137007
3 Sacramento, CA 95815-7007

4 Telephone: (916) 576-8700
5

6 BEFORE THE DEPARTMENT OF REAL ESTATE
7 STATE OF CALIFORNIA

8 * * *

9 In the Matter of the Accusation of:

No. H-7187 SAC

10 PPM INVESTMENTS, INC., HENRY JOHN
11 HAMMACHER, and DARUS KAYN TRUTNA,

STIPULATION AND
AGREEMENT TO
SURRENDER

12 Respondent(s).
13

14 On or about April 7, 2023, an Accusation was filed against PPM INVESMENTS,
15 INC. ("PPM"), HENRY JOHN HAMMACHER ("HAMMACHER"), and DARUS KAYN
16 TRUTNA ("TRUTNA"). PPM is currently licensed as a restricted corporate real estate broker.

17 In lieu of proceeding in this matter in accordance with the provisions of the
18 Administrative Procedures Act (Government Code Sections 11400 *et seq.*), PPM wishes to
19 voluntarily surrender its restricted corporate real estate license, including all rights and
20 endorsements attached thereto, pursuant to Business and Professions Code ("Code") Section
21 10100.2.

22 PPM understands that by voluntarily surrendering its restricted corporate real
23 estate broker license and all rights and endorsements attached thereto, PPM's restricted corporate
24 real estate license may only be reinstated pursuant to Section 11522 of the Government Code.
25 PPM further understands that by voluntarily surrendering its restricted corporate real estate
26 license and all rights and endorsements associated with that license, PPM agrees to the following
27 provisions:

1 DECLARATION OF PPM INVESTMENTS, INC.

2 1. DARUS KAYN TRUTNA is the President, Secretary and part owner of
3 PPM and is authorized to sign this Declaration on behalf of PPM.

4 2. PPM is currently licensed as a restricted corporate real estate broker,
5 License No. 01144072.

6 3. The filing of this Declaration shall be deemed as PPM's petition for the
7 voluntary surrender of its restricted corporate real estate broker license and all license rights and
8 endorsements attached thereto.

9 4. The filing of this Declaration shall be deemed to be an understanding and
10 agreement by PPM that it waives all rights it has to require the Commissioner to prove the
11 allegations contained in the Accusation filed on or about April 7, 2023, DRE Case No. H-7187
12 SAC, at a hearing held in accordance with the provisions of the Administrative Procedures Act
13 (Government Code Sections 11400 *et seq.*)

14 5. PPM agrees to waive other rights afforded to PPM in connection with the
15 hearing on DRE Case No. H-7187 SAC, such as the right to discovery, the right to present
16 evidence in defense of the allegations made by the DRE in the Accusation, and the right to cross-
17 examine witnesses.

18 6. PPM agrees that, upon acceptance by the Commissioner, as evidenced by
19 the appropriate Order, all affidavits and all relevant evidence obtained by the DRE in this matter,
20 and all allegations contained in the Accusation filed in DRE Case No. H-7187 SAC may be
21 considered by the DRE to be true and correct for the purpose of deciding whether or not to grant
22 re-licensure to PPM pursuant to Section 11522 of the Government Code.

23 7. PPM agrees that prior to, and only as a condition of a petition for
24 reinstatement made pursuant to Government Code section 11522 being granted, will be jointly
25 and severally liable with HAMMACHER and TRUTNA to pay the Commissioner's reasonable
26 cost of the investigation and enforcement that led to the disciplinary action in DRE Case No.
27 H-7187 SAC.

8. PPM declares under penalty of perjury, under the laws of the State of California, that the above is true and correct and that PPM freely and voluntarily surrenders its restricted corporate real estate broker license and all license rights and endorsements attached thereto.

PPM INVESTMENTS, INC.

1/3/2024

DATED

By: _____

DARUS KAYN TRUTNA

President and Secretary of PPM

FILED

APR 05 2024

DEPARTMENT OF REAL ESTATE

By RJ dew

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

Telephone: (916) 576-8700

BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

In the Matter of the Accusation of:	)	Case No. H-7187 SAC
	)	
PPM INVESTMENTS, INC.,	)	
HENRY JOHN HAMMACHER and	)	
<u>DARUS KAYN TRUTNA,</u>	)	<u>STIPULATION AND AGREEMENT</u>
	)	<u>IN SETTLEMENT AND ORDER</u>
	)	
Respondents.	)	
	)	

It is hereby stipulated by and between Respondent DARUS KAYN TRUTNA ("Respondent"), acting by and through his attorney, Joshua A. Rosenthal, and the Complainant, acting by and through Adriana Z. Badilas, Counsel for the Department of Real Estate, as follows for the purpose of settling and disposing of the Accusation filed on April 7, 2023, in this matter:

1. All issues which were to be contested and all evidence which was to be presented by Complainant and Respondent 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. Respondent has received, read and understands the Statement to Respondent, the Discovery Provisions of the APA and the Accusation filed by the Department of Real Estate in this proceeding.

///

1 3. Respondent 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 Respondent hereby freely and voluntarily withdraws said Notice of Defense. Respondent
4 acknowledges that Respondent understands that by withdrawing said Notice of Defense
5 Respondent will thereby waive Respondent's right to require the Commissioner to prove the
6 allegations in the Accusation at a contested hearing held in accordance with the provisions of
7 the APA and that Respondent will waive other rights afforded to Respondent in connection with
8 the 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. Respondent, pursuant to the limitations set forth below, hereby admits
11 that the factual allegations in the Accusation pertaining to Respondent are true and correct and
12 stipulates and agrees that the Real Estate Commissioner shall not be required to provide further
13 evidence of such allegations.

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

21 6. This Stipulation and Agreement shall not constitute an estoppel, merger
22 or bar to any further administrative or civil proceedings by the Department of Real Estate with
23 respect to any matters which were not specifically alleged to be causes for accusation in this
24 proceeding.

25 DETERMINATION OF ISSUES

26 By reason of the foregoing stipulations, admissions and waivers and solely for
27 the purpose of settlement of the pending Accusation without hearing, it is stipulated and agreed

1 that the following Determination of Issues shall be made:

2 I

3 The acts and/or omissions of TRUTNA, as described in the Accusation, are
4 grounds for the suspension or revocation of the licenses and license rights of TRUTNA under the
5 provisions of Sections 10176(a), 10176(c), 10176(g), 10176(i), 10177(g) and 10177(j) of the
6 Code.

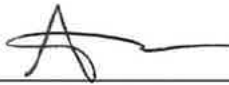
7 ORDER

8 I

9 All licenses and licensing rights of Respondent DARUS KAYN TRUTNA under
10 the Real Estate Law are REVOKED.

11 1. TRUTNA, jointly and severally with HAMMACHER and PPM, shall be
12 responsible for paying the sum of \$1,624.25 for the Commissioner's reasonable cost of the
13 investigation and enforcement which led to this disciplinary action. Said payment shall be in the
14 form of a cashier's check or certified check made payable to the Department of Real Estate. The
15 investigative and enforcement costs must be delivered to the Department of Real Estate, Flag
16 Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective date of this
17 Order.

18
19 Jan. 8, 2024
20 DATED

21 
22 _____
23 ADRIANA Z. BADILAS
24 Real Estate Counsel
25 Department of Real Estate

26 * * *

27 I have read the Stipulation and Agreement and its terms are understood by me
and are agreeable and acceptable to me. I understand that I am waiving rights given to me by
the California Administrative Procedure Act (including but not limited to Sections 11506,
11508, 11509 and 11513 of the Government Code), and I willingly, intelligently, and
voluntarily waive those rights, including the right of requiring the Commissioner to prove the

1 allegations in the Accusation at a hearing at which I would have the right to cross-examine
2 witnesses against me and to present evidence in defense and mitigation of the charges.

3 Respondent and his attorney further agree to send the original signed Stipulation
4 and Agreement by mail to the following address no later than one (1) week from the date the
5 Stipulation and Agreement is signed by Respondent and his attorney: *Department of Real Estate,*
6 *Legal Section, P.O. Box 137007, Sacramento, California 95813-7007.*

7 Respondent and his attorney understand and agree that if they fail to return the
8 original signed Stipulation and Agreement by the due date, Complainant retains the right to set
9 this matter for hearing.

10
11 1/3/2024

12 DATED



DARUS KAYN TRUTNA
Respondent

13 * * *

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

16
17 1/3/24

18 DATED


JOSHUA A. ROSENTHAL
Attorney for Respondent,

19 * * *

20 The foregoing Stipulation and Agreement is hereby adopted as my Decision in
21 this matter and shall become effective at 12 o'clock noon on **APR 26 2024**.

22 IT IS SO ORDERED 4/2/2024, 2024.

23
24 CHIKA SUNQUIST
REAL ESTATE COMMISSIONER

25 
26 By: Marcus L. McCarther
27 Chief Deputy Real Estate Commissioner

FILED

APR 05 2024

DEPARTMENT OF REAL ESTATE

By fy dew

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

Telephone: (916) 576-8700

BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

In the Matter of the Accusation of:	)	Case No. H-7187 SAC
	)	
PPM INVESTMENTS, INC.,	)	
<u>HENRY JOHN HAMMACHER</u> and	)	
DARUS KAYN TRUTNA,	)	<u>STIPULATION AND AGREEMENT</u>
	)	<u>IN SETTLEMENT AND ORDER</u>
	)	
Respondents.	)	
	)	

It is hereby stipulated by and between Respondent HENRY JOHN HAMMACHER ("HAMMACHER"), acting by and through Joshua A Rosenthal, counsel for Respondent, and the 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 April 7, 2023, in this matter:

1. All issues which were to be contested and all evidence which was to be presented by Complainant and HAMMACHER 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 In Settlement and Order ("Stipulation and Agreement").

2. HAMMACHER has received, read and understand the Statement to Respondent, the Discovery Provisions of the APA and the Accusation filed

1 by the Department of Real Estate in this proceeding.

2 3. On April 14, 2023, HAMMACHER filed a Notice of Defense pursuant to
3 Section 11505 of the Government Code for the purpose of requesting a hearing on the
4 allegations in the Accusation. HAMMACHER hereby freely and voluntarily withdraws said
5 Notice of Defense. HAMMACHER acknowledges that he understand that by withdrawing said
6 Notice of Defense he will thereby waive their rights to require the Commissioner to prove the
7 allegations in the Accusation at a contested hearing held in accordance with the provisions of
8 the APA and that he will waive other rights afforded to him in connection with the hearing
9 such as the right to present evidence in defense of the allegations in the Accusation and the
10 right to cross-examine witnesses.

11 4. HAMMACHER, pursuant to the limitations set forth below, hereby admit
12 that the factual allegations or findings of fact as set forth in the Accusation filed in this
13 proceeding are true and correct and the Real Estate Commissioner shall not be required to
14 provide further evidence of such allegations.

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

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

26 7. The Order or any subsequent Order of the Real Estate Commissioner made
27 pursuant to this Stipulation and Agreement shall not constitute an estoppel, merger or bar to

1 any further administrative or civil proceedings by the Department of Real Estate with respect
2 to any matters which were not specifically alleged to be causes for accusation in this
3 proceeding.

4 DETERMINATION OF ISSUES

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

8 The acts and/or omissions of HAMMACHER, as described in the Accusation, are
9 grounds for the suspension or revocation of the licenses and license rights of HAMMACHER
10 under the provisions of Sections 10159.2, 10177(d), 10177(g), and 10177(h) of the Code, and
11 Section 2725 of the Regulations.

12 ORDER

13 1. The real estate broker license and license rights of HAMMACHER under the
14 Real Estate Law are revoked; provided, however, a restricted real estate broker license shall be
15 issued to HAMMACHER pursuant to Section 10156.5 of the Code if Respondent
16 HAMMACHER makes application therefore and pays to the Department the appropriate fee for
17 the restricted license within 90 days from the effective date of this Decision.

18 2. The restricted license issued to HAMMACHER shall be subject to all of the
19 provisions of Section 10156.7 of the Code as to the following limitations, conditions and
20 restrictions imposed under authority of Section 10156.6 of that Code: The restricted license
21 issued to HAMMACHER shall be suspended prior to hearing by Order of the Commissioner on
22 evidence satisfactory to the Commissioner that HAMMACHER has violated provisions of the
23 California Real Estate Law, the Subdivided Lands Law, Regulations of the Real Estate
24 Commissioner, or conditions attaching to the restricted license.

25 3. HAMMACHER shall not be eligible to apply for the issuance of an
26 unrestricted real estate license nor for removal of any of the conditions, limitations or restrictions
27 of a restricted license until two (2) years have elapsed from the effective date of this Decision.

1 4. HAMMACHER shall, within nine (9) months from the effective date of this
2 Decision, present evidence satisfactory to the Commissioner that HAMMACHER has, since the
3 most recent issuance of an original or renewal real estate license, taken and successfully
4 completed the continuing education requirements of Article 2.5 of Chapter 3 of the Real Estate
5 Law for renewal of a real estate license. If HAMMACHER fails to satisfy this condition, the
6 Commissioner shall order the suspension of the restricted license until the HAMMACHER
7 presents such evidence. The Commissioner shall afford HAMMACHER the opportunity for
8 hearing pursuant to the APA to present such evidence.

9 5. All licenses and licensing rights of HAMMACHER, are indefinitely
10 suspended unless or until HAMMACHER, jointly and severally with TRUTNA and PPM, pay
11 the sum of \$1,624.25 for the Commissioner's reasonable cost of the investigation and
12 enforcement which led to this disciplinary action. Said payment shall be in the form of a
13 cashier's check or certified check made payable to the Department of Real Estate. The
14 investigative and enforcement costs must be delivered to the Department of Real Estate, Flag
15 Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective date of this
16 Order.

17
18 Jan. 8, 2024
19 DATED

20 
21 ADRIANA Z. BADILAS, Counsel
22 Department of Real Estate

23 * * *

24 I have read the Stipulation and Agreement and its terms are understood by me
25 and are agreeable and acceptable to me. I understand that I am waiving rights given to me by
26 the California Administrative Procedure Act (including but not limited to Sections 11506,
27 11508, 11509 and 11513 of the Government Code), and I willingly, intelligently, and
voluntarily waive those rights, including the right of requiring the Commissioner to prove the

1 allegations in the Accusation at a hearing at which I would have the right to cross-examine
2 witnesses against me and to present evidence in defense and mitigation of the charges.

3 Respondent and his attorney further agree to send the original signed Stipulation
4 and Agreement by mail to the following address no later than one (1) week from the date the
5 Stipulation and Agreement is signed by Respondent and his attorney: *Department of Real Estate,*
6 *Legal Section, P.O. Box 137007, Sacramento, California 95813-7007.*

7 Respondent and his attorney understand and agree that if they fail to return the
8 original signed Stipulation and Agreement by the due date, Complainant retains the right to set
9 this matter for hearing.

10
11 01 / 03 / 2024

12 DATED

13 
14 HENRY JOHN HAMMACHER
15 Respondent

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 * * *

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

27 DATED

JOSHUA A. ROSENTHAL

1 allegations in the Accusation at a hearing at which I would have the right to cross-examine
2 witnesses against me and to present evidence in defense and mitigation of the charges.

3 Respondent and his attorney further agree to send the original signed Stipulation
4 and Agreement by mail to the following address no later than one (1) week from the date the
5 Stipulation and Agreement is signed by Respondent and his attorney: *Department of Real Estate,*
6 *Legal Section, P.O. Box 137007, Sacramento, California 95813-7007.*

7 Respondent and his attorney understand and agree that if they fail to return the
8 original signed Stipulation and Agreement by the due date, Complainant retains the right to set
9 this matter for hearing.

10
11
12 DATED

HENRY JOHN HAMMACHER
Respondent

13 ///

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21
22 * * *

23
24 ***I have reviewed the Stipulation and Agreement as to form and content and***
25 ***have advised my client accordingly.***

26
27 1/3/24
DATED


JOSHUA A. ROSENTHAL

Attorney for Respondent,

* * *

The foregoing Stipulation and Agreement is hereby adopted as my Decision in
this matter and shall become effective at 12 o'clock noon on **APR 26 2024**.

IT IS SO ORDERED 4/2/2024, 2024.

CHIKA SUNQUIST
REAL ESTATE COMMISSIONER


By: Marcus L. McCarther
Chief Deputy Real Estate Commissioner