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DEPARTMENT OF REAL ESTATE

By By dew

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BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of:

ANNA A. NOVOLOAKE,

Respondent.

No. H-7221 SAC

ACCUSATION

The Complainant, TRICIA PARKHURST, in her official capacity as a Supervising Special Investigator for the State of California, Department of Real Estate ("Department") brings this Accusation against Respondent ANNA A. NOVOLOAKE ("Respondent") and is informed and alleges as follows:

GENERAL ALLEGATIONS

1

Respondent is presently licensed by the Department and/or has license rights under the Real Estate Law, Part 1 of Division 4 of the California Business and Professions Code ("Code"), as a real estate salesperson, License No. 01989383.

2

On or about July 14, 2021, the Department received a Consumer Complaint from Luanne M., wherein it was alleged that Respondent, while representing Ted and Luanne M.

1 during the purchase of a property located at 11293 Timber Court, Auburn, CA (“Auburn
2 Property”), intentionally and knowingly concealed material facts about the property, including
3 damage caused by golf balls.

4 3

5 The Auburn Property was located on a golf course in the Lake of the Pine
6 community in Auburn, CA.

7 LICENSED ACTIVITY

8 4

9 At all relevant times, Respondent engaged in the business of, acted in the
10 capacity of, advertised or assumed to act as real estate licensee within the State of California
11 within the meaning of Section 10131(a) of the Code including, for compensation or in
12 expectation of compensation, selling or offering to sell, buying or offering to buy, soliciting
13 prospective sellers or buyers, or negotiating the purchase, sale or exchange of real property or a
14 business opportunity.

15 FIRST CAUSE OF ACTION
16 **(Fraud and/or Dishonest Dealings and/or Negligence)**

17 5

18 Each and every allegation made in Paragraphs 1 through 4, inclusive, is
19 incorporated by reference as if fully set forth herein.

20 6

21 On or about April 4, 2020, a purchase agreement was entered into for the
22 purchase of the Auburn Property between seller AAA Bukaty Development and buyer Mark
23 Bratlien (“Bratlien”). AAA Bukaty Development, who built the Auburn Property, was owned by
24 Andrey Bukaty, Respondent’s partner and the father of her child. Bratlien was a licensed real
25 estate broker and represented himself in the transaction.

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2 On or about April 7, 2020, a home inspection was completed on the Auburn
3 Property in connection to the purchase agreement described above in Paragraph 6. The
4 inspection revealed that there was damage to the outside exterior of the house that “appeared to
5 be from a golf ball.”

6 8

7 On or about May 13, 2020, escrow closed on the Auburn Property and Bratlien
8 became owner.

9 9

10 On or about October 14, 2020, a Residential Purchase Agreement was entered
11 into for the purchase of the Auburn Property between buyers Ted and Luanne M. and seller
12 Bratlien. Close of escrow was noted as November 30, 2020. Respondent represented Ted and
13 Luanne M. in her capacity as a real estate salesperson. Bratlien represented himself.

14 10

15 On or about November 25, 2020, escrow closed on the Auburn Property. While
16 the Auburn Property was in escrow, Ted and Luanne M. asked Respondent on multiple
17 occasions, including the final walk-through of the property, whether Respondent had any
18 knowledge and/or reason to believe that the house had been hit by gold balls. Respondent
19 affirmatively Represented to Ted and Luanne M. that the house does not get hit by gold balls.

20 11

21 Also during escrow, Ted and Luanne M. inquired with Respondent about
22 conducting an inspection of the Auburn Property. Respondent represented to Ted and Luanne
23 M. that a home inspection was not necessary since the house was only a couple of months old at
24 the time of purchase.

25 12

26 Respondent was aware of the previous home inspection completed on or about
27 April 7, 2020.

13

At no time during Respondent's representation of Ted and Luanne M. during the purchase of the Auburn Property, did Respondent provide Ted and Luanne M. with a copy of the April 7, 2020, inspection report showing damage to the house likely caused by gold balls.

14

At no time during Respondent's representation of Ted and Luanne M. during the purchase of the Auburn Property, did Respondent notify Ted and Luanne M. that there had been previous damage to the Auburn Property likely caused by gold balls hitting the house.

15

Within a few months of moving to the Auburn Property, Ted and Luanne M. estimated that the house had been hit by golf balls approximately one hundred (100) or more times.

SECOND CAUSE OF ACTION
(Breach of Fiduciary Duties)

16

Each and every allegation made above in Paragraphs 1 through 15, inclusive, is incorporated by this reference as if fully set forth herein.

17

At all relevant times, while acting as real estate salesperson representing buyers Ted and Luanne M. during the purchase of the Auburn Property, Respondent owed her clients those fiduciary duties that are inherent in a position of trust as created by the agent/principal relationship and as provided for on the Disclosure Regarding Real Estate Agency Relationship. Such duties include, but are not limited to, the duty of reasonable care and skill, the duty of honesty, the duty of good faith and fair dealings, the duty of loyalty, and a duty of diligence.

18

Respondent breached her fiduciary duties by engaging in the acts and/or omissions described above in the FIRST CAUSE OF ACTION.

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1 CAUSE FOR DISCIPLINE

2 19

3 The acts and/or omissions as described above in the FIRST CAUSE OF
4 ACTION constitute grounds for the suspension or revocation of the license and license rights of
5 Respondents pursuant to Sections 10176(a), 10176(c), 10176(i), 10177(d), 10177(g) and/or
6 10177(j) of the Code.

7 20

8 The acts and/or omissions as described above in the SECOND CAUSE OF
9 ACTION constitute further grounds for the suspension or revocation of the license and license
10 rights of Respondents pursuant to Sections 10177(d) and 10177(g) of the Code.

11 COST RECOVERY

12 21

13 Section 10106 of the Code provides, in pertinent part, that in any order issued in
14 resolution of a disciplinary proceeding before the Department, the Commissioner may request
15 the Administrative Law Judge to direct a licensee found to have committed a violation of this
16 part to pay a sum not to exceed the reasonable costs of the investigation and enforcement of the
17 case.

18 WHEREFORE, Complainant prays that a hearing be conducted on the
19 allegations of this Accusation and that upon proof thereof, a decision be rendered revoking all
20 licenses and license rights of Respondent under the Real Estate Law (Part 1 of Division 4 of the
21 Business and Professions Code), for the cost of investigation and enforcement of this matter as
22 permitted by law, and for such other and further relief as may be proper under other provisions
23 of law.

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25 TRICIA PARKHURST
Supervising Special Investigator

26 Dated at Sacramento, California,
27 this 14th day of September, 2023.

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