

KYLE T. JONES, Counsel (SBN 300751)  
Department of Real Estate  
P.O. BOX 137007  
Sacramento, CA 95813-7007

Telephone: (916) 576-8700  
(916) 263-3767 (Fax)  
(916) 576-7840 (Direct)

**FILED**

NOV 15 2023

DEPARTMENT OF REAL ESTATE  
By B. Nicholas

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

\* \* \*

In the Matter of the Accusation of: )  
 ) No. H-7229 SAC  
 )  
 ) AMY MARIE ANDERSON-GIUGLIANO, )  
 )  
 ) ACCUSATION  
 ) Respondent. )  
 )

The Complainant, TRICIA D. PARKHURST, acting in her official capacity as a  
Supervising Special Investigator of the State of California, for this Accusation against AMY  
MARIE ANDERSON-GIUGLIANO ("Respondent"), is informed and alleges as follows:

1

At all times mentioned herein, Respondent was, and is presently licensed and/or  
has license rights by the Department of Real Estate ("Department"), under the California  
Business and Professions Code ("Code") as a real estate salesperson, License No. 01130532.

2

At all times mentioned herein, Respondent was a salesperson employed by  
BGSM, Inc. ("BGSM"), a licensed real estate corporation, License No. 01906450.

3

At all times mentioned, Respondent engaged in the business within the meaning  
of Section 10131(a) of the Code, including the operation and conduct of a residential resale

1 brokerage wherein Respondent bought, sold, or offered to buy or sell, solicited or obtained  
2 listings of, and negotiated the purchase, sale or exchange of real property or business  
3 opportunities, all for or in expectation of compensation.

4 4

5 Whenever acts referred to below are attributed to Respondent, those acts are  
6 alleged to have been done by Respondent, acting by herself, or by and/or through one or more  
7 known or unknown agents, associates, and/or co-conspirators.

8 5

9 On or about May 22, 2021, Respondent executed an exclusive Residential  
10 Listing Agreement with Justin G. and Elizabeth G. ("the Sellers") to sell the property located at  
11 31123 South Koster Road, Tracy, CA 95304 ("South Koster Road"). The agreement provided  
12 BGSM with a 5 percent commission of the listing price or if a purchase agreement was entered  
13 into, the purchase price. The listing period was set to begin on May 22, 2021, but did not  
14 include a definite end date.

15 6

16 On or about June 24, 2021, Respondent entered South Koster Road into Metrolist  
17 ("MLS"), the local multiple listing service.

18 7

19 On or about June 24, 2021, Respondent sent an updated listing agreement to her  
20 transaction coordinator, Sarah S., through DocuSign. The updated listing agreement contained  
21 an end date to the listing period, October 22, 2021. Respondent did not have the Sellers'  
22 permission to modify the listing agreement to contain an end date.

23 8

24 On or about July 14, 2021, the Sellers asked Respondent to cancel the listing  
25 agreement. Respondent sent the Sellers a Cancellation of Listing agreement that required the  
26 Sellers to reimburse Respondent \$9,075.87 for out-of-pocket expenses and costs of marketing  
27 South Koster Road.

On or about July 16, 2021, Respondent changed the status of the MLS listing from Active to Hold.

On or about August 25, 2021, Respondent was contacted by Donny P., another real estate agent, asking Respondent to remove her listing for South Koster Road from MLS. Donny P. was attempting to list South Koster Road on MLS. Respondent replied stating she still had a valid listing agreement with the Sellers and would not remove the listing until the Sellers signed the cancellation awarding her \$9,075.87. In a subsequent email, Respondent stated that her listing agreement with the Sellers was valid until October 22, 2021.

Respondent attempted to prevent the Sellers from listing South Koster Road with Donny P. without having a valid listing agreement in place to get reimbursed out-of-pocket expenses and costs of marketing.

#### GROUND FOR DISCIPLINE

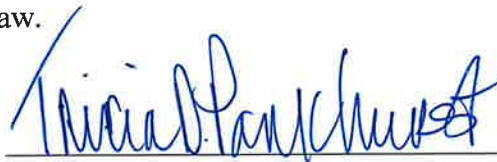
The acts and/or omissions as described above in constitute grounds for the suspension or revocation of the license and license rights of Respondent pursuant to Sections 10176(a) (making any substantial misrepresentation), 10176(f) (claiming or demanding compensation or a commission under an exclusive agreement that does not contain a definite, specified date of final and complete termination), 10176(i) (fraud or dishonest dealing), 10177(g) (negligence or incompetence), and/or 10177(j) (fraud or dishonest dealing) of the Code.

#### COST RECOVERY

The Department will seek to recover the costs of the investigation and prosecution of this case pursuant to Section 10106 of the Code which provides, in pertinent part, that in any

1 order issued in resolution of a disciplinary proceeding before the Department, the Commissioner  
2 may request the administrative law judge to direct a licensee found to have committed a violation  
3 of this part to pay a sum not to exceed the reasonable costs of the investigation and enforcement  
4 of the case.

5 WHEREFORE, Complainant prays that a hearing be conducted on the allegations  
6 of this Accusation and that upon proof thereof, a decision be rendered imposing disciplinary  
7 action against all licenses and license rights of Respondent under the Real Estate Law, for the  
8 cost of investigation and enforcement as permitted by law, and for such other and further relief  
9 as may be proper under other provisions of law.

10 

11 TRICIA D. PARKHURST  
12 Supervising Special Investigator  
13

14 Dated at Sacramento, California,  
15 this 16<sup>th</sup> day of October, 2023.  
16

17 DISCOVERY DEMAND  
18

19 Pursuant to Sections 11507.6, *et seq.* of the *Administrative Procedure Act*, the  
20 Department hereby makes demand for discovery pursuant to the guidelines set forth in the  
21 *Administrative Procedure Act*. Failure to provide Discovery to the Department may result in the  
22 exclusion of witnesses and documents at the hearing or other sanctions that the Office of  
23 Administrative Hearings deems appropriate.  
24  
25  
26  
27