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FILED

JUL 30 2024

DEPARTMENT OF REAL ESTATE

By B. McLaughlin

BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

In the Matter of the Accusation of:

AMY MARIE ANDERSON-GIUGLIANO,
Respondent.

No. H-7229 SAC

STIPULATION AND
AGREEMENT IN SETTLEMENT
AND ORDER

It is hereby stipulated by and between AMY MARIE ANDERSON-GIUGLIANO ("Respondent"), represented by Counsel Shannon Jones, and Complainant, acting by and through Kyle Jones, Counsel for the Department of Real Estate ("Department"), as follows for the purpose of settling and disposing of the Accusation filed on November 15, 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 in this proceeding.

1 3. Respondent filed a Notice of Defense pursuant to Section 11506 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 will waive Respondent's right to require the Real Estate
5 Commissioner ("Commissioner") to prove the allegations in the Accusation at a contested
6 hearing held in accordance with the provisions of the APA and that Respondent will waive other
7 rights afforded to Respondent in connection with the hearing, such as the right to present
8 evidence in defense of the allegations in the Accusation and the right to cross-examine witnesses.

9 4. This Stipulation and Agreement is based on the factual allegations
10 contained in the Accusation. In the interest of expediency and economy, Respondent chooses not
11 to contest these factual allegations, but to remain silent and understand that, as a result thereof,
12 these factual statements will serve as a prima facie basis for the "Determination of Issues" and
13 "Order" set forth below. The Commissioner shall not be required to provide further evidence to
14 prove such allegations.

15 5. This Stipulation and Agreement and Respondent's decision not to contest
16 the Accusation are made for the purpose of reaching an agreed disposition of this proceeding and
17 are expressly limited to this proceeding and any other proceeding or case in which the
18 Department is involved.

19 6. It is understood by the parties that the Commissioner may adopt the
20 Stipulation and Agreement as their Decision and Order in this matter thereby imposing the
21 penalty and sanctions on Respondent's real estate licenses and license rights as set forth in the
22 below "Order." In the event the Commissioner in their discretion does not adopt the Stipulation
23 and Agreement, it shall be void and of no effect, and Respondent 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. This Decision and Order or any subsequent Order of the Commissioner
27 made pursuant to this Stipulation and Agreement shall not constitute an estoppel, merger or bar

1 to any further administrative or civil proceedings by the Department with respect to any matters,
2 which were not specifically alleged in Accusation H-7229 SAC.

3 DETERMINATION OF ISSUES

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

7 The acts and/or omissions of Respondent, as described in the Accusation, are
8 grounds for the suspension or revocation of the licenses and license rights of Respondent under
9 Sections 10177(f), 10177(d), 10177(g) of the Business and Professions Code ("Code").

10 ORDER

11 All licenses and licensing rights of Respondent, under the Real Estate Law are
12 suspended for a period of sixty (60) days from the effective date of this Order; provided,
13 however, that:

14 1. Thirty (30) days of said suspension shall be stayed, upon the condition that
15 Respondent petition pursuant to Section 10175.2 of the Code and pays a monetary penalty
16 pursuant to Section 10175.2 of the Code at a rate of \$100 for each day of the suspension for a
17 total monetary penalty of \$3,000.

18 (a) Said payment shall be in the form of a cashier's check made payable
19 to the Department of Real Estate. Said check must be delivered prior to the effective date of
20 this Order, to the Department of Real Estate, Flag Section at PO Box 137013, Sacramento, CA
21 95813-7013, for all mail that will be delivered prior to July 1, 2024, or 651 Bannon Street, Suite
22 500-D, Sacramento, CA 95811, if the mail will be delivered after July 1, 2024.

23 (b) No further cause for disciplinary action against the real estate license
24 of Respondent occurs within two (2) years from the effective date of the decision in this matter.

25 (c) If Respondent fails to pay the monetary penalty as provided above
26 prior to the effective date of this Order, the stay of the suspension shall be vacated as to
27 Respondent and the order of suspension shall be immediately executed, under this Order, in

1 which event the Respondent shall not be entitled to any repayment nor credit, prorated or
2 otherwise, for the money paid to the Department under the terms of this Order.

3 (d) If Respondent pays the monetary penalty and any other moneys due
4 under this Stipulation and if no further cause for disciplinary action against the real estate license
5 of said Respondent occurs within two (2) years from the effective date of this Order, the entire
6 stay hereby granted in this Order shall become permanent.

7 2. Thirty (30) days of said suspension shall be stayed for two (2) years upon
8 the following terms and conditions:

9 (a) Respondent shall obey all laws, rules and regulations governing the
10 rights, duties, and responsibilities of a real estate licensee in the State of California; and,

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

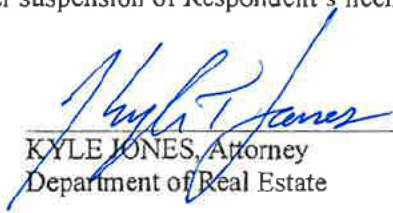
17 3. Pursuant to Sections 10106 of the Code, Respondent shall pay the sum of
18 \$4,357.00 for the Commissioner's cost of the investigation and enforcement which led to this
19 disciplinary action. Respondent shall pay such cost within sixty (60) days of receiving an
20 invoice therefore from the Commissioner. Payment of costs should not be made until
21 Respondent receives the invoice. If Respondent fails to satisfy this condition in a timely manner
22 as provided for herein, Respondent's real estate license shall automatically be suspended until
23 payment is made in full, or until a decision providing otherwise is adopted following a hearing
24 held pursuant to this condition.

25 4. Respondent shall, within six months from the effective date of this
26 Decision, take and pass the Professional Responsibility Examination administered by the
27 Department including the payment of the appropriate examination fee. If Respondent fails to

1 satisfy this condition, the Commissioner may order suspension of Respondent's license until
 2 Respondent passes the examination.

3
 4 DATED

May 28, 2024


 KYLE JONES, Attorney
 Department of Real Estate

5 * * *

6 I have read the Stipulation and Agreement, have discussed it with my counsel,
 7 and its terms are understood by me and are agreeable and acceptable to me. I understand that I
 8 am waiving rights given to me by the APA (including but not limited to Sections 11506,
 9 11508, 11509, and 11513 of the Government Code), and I willingly, intelligently, and
 10 voluntarily waive those rights, including the right of requiring the Commissioner to prove the
 11 allegations in the Accusation at a hearing at which I would have the right to cross-examine
 12 witnesses against me and to present evidence in defense and mitigation of the charges.

13 Respondent can signify acceptance and approval of the terms and conditions of
 14 this Stipulation and Agreement by sending a digital copy, as actually signed by Respondent, to
 15 the Department by e-mail to kyle.jones@dre.ca.gov. Respondent agrees, acknowledges, and
 16 understands that by electronically sending to the Department a copy of Respondent's actual
 17 signature as it appears on the Stipulation and Agreement, that receipt of the copy by the
 18 Department shall be as binding on Respondent as if the Department had received the original
 19 signed Stipulation and Agreement.

20 5/25/2024

21 DATED



 AMY MARIE ANDERSON-GIUGLIANO
 Respondent

22 * * *

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

25
 26 DATED

5/29/2024


 SHANNON JONES
 Attorney for Respondent

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* * *

The foregoing Stipulation and Agreement In Settlement and Order is hereby adopted by the Real Estate Commissioner as their Decision and Order and shall become effective at 12 o'clock noon on AUG 20 2024.

IT IS SO ORDERED 7/23/2024.

CHIKA SUNQUIST
Real Estate Commissioner

