

1 Department of Real Estate
2 651 Bannon Street, Suite 507
3 Sacramento, CA 95811
4 Telephone: (916) 576-8700

FILED

NOV 05 2024

DEPARTMENT OF REAL ESTATE

By J. Taggart

8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of)
12 SOLANO PROPERTIES, INC.;)
13 Respondent.)
14)
15)

DRE No. H-7321 SAC
OAH No. 2024030914
STIPULATION AND
AGREEMENT IN SETTLEMENT
AND ORDER

16 It is hereby stipulated by and between Respondent SOLANO PROPERTIES,
17 INC. ("Respondent"), acting by and through its attorney, Joshua A. Rosenthal of Hargrave
18 Rosenthal APC, and the Department of Real Estate ("Department" or "Complainant"), acting by
19 and through Taylor Herrlinger, Counsel for the Department of Real Estate, as follows for the
20 purpose of settling and disposing of the Accusation filed on March 18, 2024 ("Accusation"), in
21 this matter:

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

27 2. Respondent has received, read and understand the Statement to Respondent,

1 the Discovery Provisions of the APA and the Accusation filed by the Department in this
2 proceeding.

3 3. Respondent filed a Notice of Defense pursuant to Section 11506 of the
4 Government Code for the purpose of requesting a hearing on the allegations in the Accusation.
5 Respondent hereby freely and voluntarily withdraws said Notice of Defense. Respondent
6 acknowledges that it understands that by withdrawing said Notice of Defense it thereby waives
7 its right to require the Commissioner to prove the allegations in the Accusation at a contested
8 hearing held in accordance with the provisions of the APA and that it will waive other rights
9 afforded to it in connection with the hearing such as the right to present evidence in its defense,
10 and the right to cross-examine witnesses.

11 4. This Stipulation is based on the factual allegations contained in the Accusation
12 filed in this proceeding. In the interest of expedience and economy, Respondent chooses not to
13 contest these factual allegations, but to remain silent and understands that, as a result thereof,
14 these factual statements, will serve as a prima facie basis for the disciplinary action stipulated to
15 herein. The Real Estate Commissioner shall not be required to provide further evidence to prove
16 such allegations.

17 5. This Stipulation is made for the purpose of reaching an agreed disposition of
18 this proceeding and is expressly limited to this proceeding and not any other proceeding or case
19 in which the Department, or another licensing agency of this state, another state, or the federal
20 government is involved, and otherwise shall not be admissible in any criminal or civil
21 proceeding.

22 6. It is understood by the parties that the Real Estate Commissioner may adopt
23 this Stipulation as her Decision in this matter, thereby imposing the penalty and sanctions on
24 Respondent's real estate license and license rights as set forth in the below "Order." In the event
25 that the Commissioner in her discretion does not adopt the Stipulation, the Stipulation shall be
26 void and of no effect and Respondent shall retain the right to a hearing and proceed on the
27 Accusation under the provisions of the APA and shall not be bound by any stipulation or waiver

1 made herein.

2 7. The Order or any subsequent Order of the Real Estate Commissioner made
3 pursuant to this Stipulation shall not constitute an estoppel, merger or bar to any further
4 administrative or civil proceedings by the Department with respect to any matters which were
5 not specifically alleged to be causes for accusation in this proceeding.

6 **DETERMINATION OF ISSUES**

7 By reason of the foregoing, and solely for the purpose of settlement of the
8 pending Accusation without a hearing, it is stipulated and agreed that the following
9 Determination of Issues shall be made:

10 The conduct, acts or omissions of Respondent SOLANO PROPERTIES, INC., as
11 set forth in the Accusation, are in violation of California Business and Professions Code
12 (“Code”) Section 10176(g), and is a basis for discipline of Respondent SOLANO PROPERTIES,
13 INC.’s license and licensing rights pursuant to Code sections 10176(g), 10177(d), and 10177(g).

14 **ORDER**

15 **WHEREFORE, THE FOLLOWING ORDER is hereby made:**

16 **(STAYED SUSPENSION)**

17 I.

18 All licenses and licensing rights of Respondent SOLANO PROPERTIES, INC.
19 under the Real Estate Law are suspended for a period of sixty (60) days from the effective date
20 of this Order; provided, however, that:

21 1. Thirty (30) days of said suspension shall be stayed upon the following terms
22 and conditions:

23 a. Respondent SOLANO PROPERTIES, INC. shall obey all laws, rules and
24 regulations governing the rights, duties and responsibilities of a real estate licensee in the State of
25 California; and

26 b. That no final subsequent determination be made, after hearing or upon
27 stipulation, that cause for disciplinary action occurred within two (2) years of the effective date

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

5 2. The remaining thirty (30) days of said suspension shall be stayed upon the
6 following condition:

7 a. SOLANO PROPERTIES, INC. petition pursuant to Section 10175.2 of
8 the Code and pays a monetary penalty pursuant to Section 10175.2 of the Code at a rate of \$50
9 for each day of the suspension for a total monetary penalty of \$1,500.00. Said payment shall be
10 in the form of a cashier's check made payable to the Department of Real Estate and delivered to
11 the Department of Real Estate, Flag Section, 651 Bannon Street, Suite 504, Sacramento,
12 California 95811.

13 b. If SOLANO PROPERTIES, INC. fails to pay the monetary penalty as
14 provided above prior to the effective date of this Order, the stay of suspension shall be vacated as
15 to SOLANO PROPERTIES, INC. and the order of suspension shall be immediately executed,
16 under this Order, in which event SOLANO PROPERTIES, INC. shall not be entitled to any
17 repayment nor credit, prorated or otherwise, for the money paid to the Department under the
18 terms of this Order.

19 c. That no final subsequent determination be made, after hearing or upon
20 stipulation, that cause for disciplinary action occurred within two (2) years of the effective date
21 of this Decision. Should such a determination be made, the Commissioner may, in her
22 discretion, vacate and set aside the stay order and reimpose all or a portion of the stayed
23 suspension. Should no such determination be made, the stay imposed herein shall become
24 permanent.

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1 **(AUDIT COSTS)**

2 **II.**

3 Pursuant to Code section 10148, Respondent SOLANO PROPERTIES, INC. shall
4 pay the Commissioner's reasonable costs for the audit which led to this disciplinary action in the
5 amount of \$5,845.50. Respondent shall pay such costs within sixty (60) days of receiving an
6 invoice therefor from the Commissioner. Payment of the audit costs should not be made until
7 Respondent receives the invoice. If Respondent fails to satisfy this condition in a timely manner
8 as provided for herein, Respondent's real estate license shall automatically be suspended until
9 payment is made in full, or until a decision providing otherwise is adopted following a hearing
10 held pursuant to this condition.

11 **(SUBSEQUENT AUDIT COSTS)**

12 **III.**

13 Pursuant to Code section 10148, Respondent SOLANO PROPERTIES, INC. shall
14 pay the Commissioner's reasonable costs, not to exceed \$7,306.88, for a subsequent audit to
15 determine if Respondent SOLANO PROPERTIES, INC. has corrected the violations found in
16 the Determination of Issues. In calculating the amount of the Commissioner's reasonable costs,
17 the Commissioner may use the estimated average hourly salary for all persons performing audits
18 of real estate brokers, and shall include an allocation for travel time to and from the auditor's
19 place of work. Respondent SOLANO PROPERTIES, INC. shall pay such costs within sixty (60)
20 days of receiving an invoice therefor from the Commissioner. If Respondent SOLANO
21 PROPERTIES, INC. fails to satisfy this condition in a timely manner as provided for herein,
22 Respondent's real estate license shall automatically be suspended until payment is made in full,
23 or until a decision providing otherwise is adopted following a hearing held pursuant to this
24 condition.

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1 (INVESTIGATION AND ENFORCEMENT COSTS)

2 IV.

3 All licenses and license rights of Respondent SOLANO PROPERTIES, INC. are
4 indefinitely suspended, unless or until Respondent pays the sum of \$2,399.00 for the
5 Commissioner's reasonable costs of the investigation and enforcement that led to this
6 disciplinary action. Said payment shall be in the form of a cashier's check made payable to the
7 Department of Real Estate. The investigative and enforcement costs must be delivered to the
8 Department of Real Estate, Flag Section at 651 Bannon Street, Suite 504, Sacramento, CA
9 95811, **prior to the effective date of this Decision and Order.** Payment of investigation and
10 enforcement costs should not be made until the Stipulation has been approved by the
11 Commissioner.

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13 DATED: September 17, 2024

Taylor Herrlinger

Taylor Herrlinger, Counsel for
Department of Real Estate

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17 **EXECUTION OF THE STIPULATION**

18 Respondent has read the Stipulation, discussed it with their counsel, and its terms.
19 are understood by Respondent and are agreeable and acceptable to Respondent. Respondent
20 understands that Respondent is waiving rights given to it by the California Administrative
21 Procedure Act (including but not limited to Sections 11506, 11508, 11509 and 11513 of the
22 Government Code), and Respondent willingly, intelligently and voluntarily waives those rights,
23 including the right of requiring the Commissioner to prove the allegations in the Accusation at a
24 hearing at which Respondent would have the right to cross-examine witnesses against it and to
25 present evidence in defense and mitigation of the charges.

26 Respondent agrees, acknowledges, and understands that Respondent cannot
27 rescind or amend this Stipulation and Agreement. By signing this Stipulation, Respondent

1 understands and agrees that Respondent may not withdraw Respondent's agreement or seek to
2 rescind the Stipulation prior to the time the Commissioner considers and acts upon it or prior to
3 the effective date of the Stipulation and Order.

4 Respondent can signify acceptance and approval of the terms and conditions of
5 this Stipulation and Agreement by electronically e-mailing a copy of the signature page, as
6 actually signed by Respondent, to the Department. Respondent agrees, acknowledges, and
7 understands that by electronically sending to the Department an electronic copy of Respondent's
8 actual signature, as it appears on the Stipulation, that receipt of the emailed copy by the
9 Department shall be as binding on Respondent as if the Department had received the original
10 signed Stipulation. Alternatively, Respondent can signify acceptance and approval of the terms
11 and conditions of this Stipulation and Agreement by mailing the original signed Stipulation and
12 Agreement to: Taylor Herrlinger, Department of Real Estate, 651 Bannon Street, Suite 507,
13 Sacramento, California 95811.

14
15 Dated: 09/16/2024


16 SOLANO PROPERTIES, INC., by and through
17 Designated Officer Amy Lynn Nuccio,
18 Respondent

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20 Dated: 9/16/24


21 Joshua A. Rosenthal, Esq.
22 Counsel for Respondent

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1 The foregoing Stipulation and Agreement is hereby adopted as my Decision as to
2 Respondent SOLANO PROPERTIES, INC., and shall become effective at 12 o'clock noon on
3 **NOV 25 2024**.

4 IT IS SO ORDERED 10/29/2024.

6 CHIKA SUNQUIST
7 REAL ESTATE COMMISSIONER



9 By: Marcus L. McCarther
10 Chief Deputy Real Estate Commissioner