

1 DEPARTMENT OF REAL ESTATE
2 P. O. Box 137007
3 Sacramento, CA 95813-7007
4 Telephone: (916) 576-7843

FILED

SEP 27 2022

DEPARTMENT OF REAL ESTATE
By B. Nicholas

8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of:) Case No. H-12563 SF
12)
13 DPM PROPERTY MANAGEMENT, INC.,) STIPULATION AND AGREEMENT
14 and DAVID BRUCE DOLLINGER,) IN SETTLEMENT AND ORDER
15 Respondents.)

16 It is hereby stipulated by and between Respondents DPM PROPERTY
17 MANAGEMENT, INC. (“DPM”) and DAVID BRUCE DOLLINGER (“DOLLINGER”)
18 (collectively referred to as “Respondents”), acting by and through Joshua A. Rosenthal, counsel
19 for Respondents, and the Complainant, acting by and through Jason D. Lazark, Counsel for the
20 Department of Real Estate, as follows for the purpose of settling and disposing of the
21 Accusation filed on February 4, 2022, in this matter:

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

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1 2. Respondents have received, read and understand the Statement to
2 Respondent, the Discovery Provisions of the APA and the Accusation filed by the Department
3 of Real Estate in this proceeding.

4 3. Respondents filed Notices of Defense pursuant to Section 11505 of the
5 Government Code for the purpose of requesting a hearing on the allegations in the Accusation.
6 Respondents hereby freely and voluntarily withdraw said Notices of Defense. Respondents
7 acknowledge that they understand that by withdrawing said Notices of Defense they will
8 thereby waive their rights to require the Real Estate Commissioner ("Commissioner") to prove
9 the allegations in the Accusation at a contested hearing held in accordance with the provisions
10 of the APA, and that they will waive other rights afforded to them in connection with the
11 hearing, such as the right to present evidence in defense of the allegations in the Accusation
12 and the right to cross-examine witnesses.

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

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

23 6. It is understood by the parties that the Real Estate Commissioner may adopt
24 the Stipulation and Agreement as his Decision in this matter, thereby imposing the penalties
25 and sanctions on Respondents' real estate licenses and license rights as set forth in the below
26 "Order." In the event that the Commissioner in his discretion does not adopt the Stipulation
27 and Agreement, it shall be void and of no effect, and Respondents shall retain the right to a

1 hearing and proceeding on the Accusation under all the provisions of the APA and shall not be
2 bound by any admission or waiver made herein.

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

8 8. Respondents understand that by agreeing to this Stipulation and Agreement,
9 Respondents agree to be responsible for jointly and severally paying, pursuant to Section 10148
10 of the California Business and Professions Code ("the Code"), the costs of the audit which
11 resulted in the determination that Respondents committed the trust fund violation(s) found in the
12 Determination of Issues. The amount of such costs is \$7,749.00.

13 9. Respondents further understand that by agreeing to this Stipulation and
14 Agreement, the findings set forth below in the Determination of Issues become final, and that the
15 Commissioner may charge said Respondents for the costs of any audit conducted pursuant to
16 Section 10148 of the Code to determine if the violations have been corrected and hold
17 Respondents jointly and severally responsible for paying the costs of the follow up audit. The
18 maximum costs of said audit shall not exceed \$9,686.25.

19 10. Respondents further understand that by agreeing to this Stipulation and
20 Agreement, Respondents agree to be responsible for jointly and severally paying, pursuant to
21 Section 10106 of the Code, the costs of the investigation and enforcement of this case which
22 resulted in the determination that Respondents committed the violation(s) found in the
23 Determination of Issues. The amount of such cost is \$2,109.15.

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1 DETERMINATION OF ISSUES

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

5 The acts and/or omissions of DPM as described in the Accusation are grounds for
6 the suspension or revocation of the licenses and license rights of DPM under the provisions of
7 Sections 10130, 10131(b), 10140.6, 10145, 10159.5, 10177(d), and 10177(g) of the Code, and
8 Sections, 2731, 2773, 2831, 2831.1, 2831.2, 2832, 2832.1 and 2834 of Title 10 of the California
9 Code of the Regulations ("the Regulations").

10 The acts and/or omissions of DOLLINGER as described in the Accusation are
11 grounds for the suspension or revocation of the licenses and license rights of DOLLINGER
12 under the provisions of Sections 10130, 10131(b), 10140.6, 10145, 10159.2, 10159.5, 10177(d),
13 10177(g), and 10177(h) of the Code, and Sections 2725, 2731, 2773, 2831, 2831.1, 2831.2,
14 2832, 2832.1 and 2834 of the Regulations.

15 ORDER

16 I.

17 AS TO DPM

18 All licenses and licensing rights of DPM under the Real Estate Law are suspended
19 for a period of one hundred twenty (120) days from the effective date of this Order; provided,
20 however, that:

21 1. Forty five (45) days of said suspension shall be stayed upon the condition that
22 DPM petitions pursuant to Section 10175.2 of the Code and pays a monetary penalty pursuant to
23 Section 10175.2 of the Code, at a rate of \$100 for each day of the suspension, for a total
24 monetary penalty of \$4,500.

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1 a. Said payment shall be in the form of a cashier's check made payable to
2 the Department of Real Estate. Said check must be delivered to the Department of Real Estate,
3 Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective date of this
4 Order.

5 b. No further cause for disciplinary action against the real estate license
6 of DPM occurs within two (2) years from the effective date of the Order in this matter.

7 c. If DPM fails to pay the monetary penalty in accordance with the terms
8 and conditions of the Decision, the Commissioner may, without a hearing, order the immediate
9 execution of all or any part of the stayed suspension, in which event, DPM shall not be entitled to
10 any repayment nor credit, prorated or otherwise, for money paid to the Department under the
11 terms of this decision.

12 d. If DPM pays the monetary penalty, and if no further cause for
13 disciplinary action against the real estate license of DPM occurs within two (2) years from the
14 effective date of the Decision herein, then the stay hereby granted shall become permanent.

15 2. The remaining seventy five (75) days of said suspension shall be stayed for
16 two (2) years upon the following terms and conditions:

17 a. DPM shall obey all laws, rules and regulations governing the rights,
18 duties and responsibilities of a real estate licensee in the State of California, and

19 b. That no final subsequent determination be made, after hearing or
20 upon stipulation, that cause for disciplinary action occurred within two (2) years from the
21 effective date of this Order. Should such a determination be made, the Commissioner may, in
22 his 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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II.

AS TO DOLLINGER

All licenses and licensing rights of DOLLINGER under the Real Estate Law are suspended for a period of one hundred twenty days (120) days from the effective date of this Order; provided, however, that:

1. Forty five (45) days of said suspension shall be stayed upon the condition that DOLLINGER petitions pursuant to Section 10175.2 of the Code and pays a monetary penalty pursuant to Section 10175.2 of the Code, at a rate of \$100 for each day of the suspension, for a total monetary penalty of \$4,500.

a. Said payment shall be in the form of a cashier's check made payable to the Department of Real Estate. Said check must be delivered to the Department of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective date of this Order.

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

c. If DOLLINGER fails to pay the monetary penalty in accordance with the terms and conditions of the Decision, the Commissioner may, without a hearing, order the immediate execution of all or any part of the stayed suspension, in which event, DOLLINGER shall not be entitled to any repayment nor credit, prorated or otherwise, for money paid to the Department under the terms of this decision.

d. If DOLLINGER pays the monetary penalty, and if no further cause for disciplinary action against the real estate license of DOLLINGER occurs within two (2) years from the effective date of the Decision herein, then the stay hereby granted shall become permanent.

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1 2. The remaining seventy five (75) days of said suspension shall be stayed for
2 two (2) years upon the following terms and conditions:

3 a. DOLLINGER shall obey all laws, rules and regulations governing the
4 rights, duties and responsibilities of a real estate licensee in the State of California, and

5 b. That no final subsequent determination be made, after hearing or
6 upon stipulation, that cause for disciplinary action occurred within two (2) years from the
7 effective date of this Order. Should such a determination be made, the Commissioner may, in
8 his discretion, vacate and set aside the stay order and re-impose all or a portion of the stayed
9 suspension. Should no such determination be made, the stay imposed herein shall become
10 permanent.

11 3. DOLLINGER shall, within nine (9) months from the effective date of this
12 Order, take and pass the Professional Responsibility Examination administered by the
13 Department, including the payment of the appropriate examination fee. If DOLLINGER fails to
14 satisfy this condition, DOLLINGER's real estate license shall automatically be suspended until
15 DOLLINGER passes the examination.

16 4. All licenses and licensing rights of DOLLINGER are indefinitely suspended
17 unless or until DOLLINGER provides proof satisfactory to the Commissioner, of having taken
18 and successfully completed the continuing education course on trust fund accounting and
19 handling specified in paragraph (3) of subdivision (a) of Section 10170.5 of the Code. Proof of
20 satisfaction of these requirements includes evidence that DOLLINGER has successfully
21 completed the trust fund accounting and handling continuing education course, no earlier than
22 one hundred twenty (120) days prior to the effective date of the Order in this matter. Proof of
23 completion of the trust fund accounting and handling course must be delivered to the Department
24 of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the
25 effective date of this Order.

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1 III.

2 AS TO DPM AND DOLLINGER JOINTLY AND SEVERALLY

3 1. Pursuant to Section 10148 of the Code, Respondents, jointly and severally,
4 shall pay the sum of \$7,749.00 for the Commissioner's cost of the audit which led to this
5 disciplinary action. Respondents shall pay such cost within sixty (60) days of receiving an
6 invoice therefore from the Commissioner. The Commissioner shall indefinitely suspend all
7 licenses and licensing rights of Respondents pending a hearing held in accordance with Section
8 11500, et seq., of the Government Code, if payment is not timely made as provided for herein,
9 or as provided for in a subsequent agreement between Respondents and the Commissioner.
10 The suspension shall remain in effect until payment is made in full or until Respondents enter
11 into an agreement satisfactory to the Commissioner to provide for payment, or until a decision
12 providing otherwise is adopted following a hearing held pursuant to this condition.

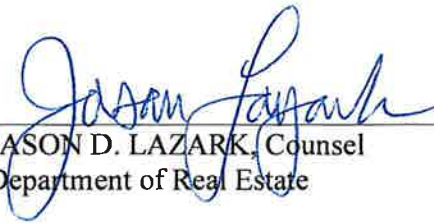
13 2. Respondents, jointly and severally, shall pay the Commissioner's costs, not
14 to exceed \$9,686.25, of any audit conducted pursuant to Section 10148 of the Code to
15 determine if Respondents have corrected the violations described in the Determination of
16 Issues, above, and any other violations found in the audit which led to this disciplinary action.
17 In calculating the amount of the Commissioner's reasonable cost, the Commissioner may use
18 the estimated average hourly salary for all persons performing audits of real estate brokers, and
19 shall include an allocation for travel time to and from the auditor's place of work. Respondents
20 shall pay such cost within sixty (60) days of receiving an invoice therefore from the
21 Commissioner detailing the activities performed during the audit and the amount of time spent
22 performing those activities. If Respondents fail to pay such cost within the sixty (60) days, the
23 Commissioner shall indefinitely suspend all licenses and licensing rights of Respondents under
24 the Real Estate Law until payment is made in full or until Respondents enter into an agreement
25 satisfactory to the Commissioner to provide for payment. Upon full payment, the indefinite
26 suspension provided for in this paragraph shall be stayed.

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1 3. All licenses and licensing rights of Respondents, are indefinitely suspended
2 unless or until Respondents, jointly and severally, pay the sum of \$2,109.15 for the
3 Commissioner's reasonable cost of the investigation and enforcement which led to this
4 disciplinary action. Said payment shall be in the form of a cashier's check or certified check
5 made payable to the Real Estate Fund. The investigative and enforcement costs must be
6 delivered to the Department of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA
7 95813-7013, prior to the effective date of this Order.

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10 8/8/2022

11 DATED

12 
13 JASON D. LAZARK, Counsel
14 Department of Real Estate

15 * * *

16 I have read the Stipulation and Agreement in Settlement and Order and its terms
17 are understood by me and are agreeable and acceptable to me. I understand that I am waiving
18 rights given to me by the California Administrative Procedure Act (including but not limited to
19 Sections 11506, 11508, 11509 and 11513 of the Government Code), and I willingly,
20 intelligently, and voluntarily waive those rights, including the right of requiring the
21 Commissioner to prove the allegations in the Accusation at a hearing at which I would have the
22 right to cross-examine witnesses against me and to present evidence in defense and mitigation
23 of the charges.

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1 I further agree to send the original signed Stipulation and Agreement by mail to
2 the following address no later than one (1) week from the date the Stipulation and Agreement
3 is signed by me and my attorney: *Department of Real Estate, Legal Section, P.O. Box 137007,*
4 *Sacramento, California 95813-7007.* I understand and agrees that if they fail to return the
5 original signed Stipulation and Agreement by the due date, Complainant retains the right to set
6 this matter for hearing.

7
8 8-8-22

9 DATED



10 DAVID BRUCE DOLLINGER,
11 Designated Officer for Respondent,
12 DPM PROPERTY MANAGEMENT,
13 INC.

14
15 8-8-22

16 DATED



17 DAVID BRUCE DOLLINGER,
18 Respondent

19
20 *I have reviewed the Stipulation and Agreement as to form and content and
21 have advised my client accordingly.*

22 8/8/22

23 DATED



24 Joshua A. Rosenthal,
25 Attorney for Respondents,
26 DPM PROPERTY MANAGEMENT,
27 INC., and DAVID BRUCE DOLLINGER

28 The foregoing Stipulation and Agreement is hereby adopted as my Decision in
29 this matter and shall become effective at 12 o'clock noon on OCT 18 2022

30 IT IS SO ORDERED 9.10.22, 2022.

31 REAL ESTATE COMMISSIONER

32 
33 DOUGLAS R. McCAULEY