

1 DEPARTMENT OF REAL ESTATE  
2 P. O. Box 137007  
3 Sacramento, CA 95813-7007

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8 BEFORE THE DEPARTMENT OF REAL ESTATE  
9 STATE OF CALIFORNIA

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11 In the Matter of the Accusation of  
12 RED OAK REALTY,  
13 MELISSA LAUREN BUSH AND  
14 ROXANNA AHLBACH,  
Respondents.

No. H-12612 SF  
STIPULATION AND  
AGREEMENT IN  
SETTLEMENT AND ORDER

15 It is hereby stipulated by and between RED OAK REALTY (ROR), MELISSA LAUREN  
16 BUSH (BUSH), ROXANNA AHLBACH (AHLBACH), their counsel, David M. Jolivet,  
17 (collectively Respondents) and the Complainant, acting by and through Richard K. Uno, Counsel  
18 for the DEPARTMENT of Real Estate as follows for the purpose of settling and disposing of the  
19 Accusation filed on September 12, 2022, in this matter:

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

25 2. Respondents have received, read and understand the Statement to Respondent, the  
26 Discovery Provisions of the APA and the Accusation filed by the DEPARTMENT of Real Estate  
27 in this proceeding.

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

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

15           5.       It is understood by the parties that the Real Estate Commissioner may adopt the  
16 Stipulation and Agreement In Settlement and Order as his Decision in this matter, thereby  
17 imposing the penalty and sanctions on Respondents' real estate licenses and license rights as set  
18 forth in the below "Order". In the event that the Commissioner in his discretion does not adopt  
19 the Stipulation and Agreement In Settlement and Order, it shall be void and of no effect, and  
20 Respondents shall retain the rights to a hearing and proceeding on the Accusation under all the  
21 provisions of the APA and shall not be bound by any admission or waiver made herein.

22           6.       The Order or any subsequent Order of the Real Estate Commissioner made  
23 pursuant to this Stipulation and Agreement in Settlement and Order shall not constitute an  
24 estoppel, merger or bar to any further administrative or civil proceedings by the DEPARTMENT  
25 of Real Estate with respect to any matters which were not specifically alleged to be causes for  
26 accusation in this proceeding.

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1 c. If ROR fails to pay the monetary penalty as provided above prior to  
2 the effective date of this Order, the stay of the suspension shall be vacated as to that ROR and the  
3 order of suspension shall be immediately executed, under this Order, in which event the said  
4 ROR shall not be entitled to any repayment nor credit, prorated or otherwise, for the money paid  
5 to the DEPARTMENT under the terms of this Order.

6 d. If ROR pays the monetary penalty and any other moneys due under  
7 this Stipulation and Agreement and if no further cause for disciplinary action against the real  
8 estate license of said ROR occurs within two (2) years from the effective date of this Order, the  
9 entire stay hereby granted this Order, as to said ROR only, shall become permanent.

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

12 a. ROR shall obey all laws, rules and regulations governing the  
13 rights, duties and responsibilities of a real estate licensee in the State of California; and,

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

20 MELISSA LAUREN BUSH

21 1. The real estate broker license and license rights of BUSH, under the Real  
22 Estate Law are suspended for a period of sixty (60) days from the effective date of the  
23 Decision; provided however, that:

24 2. Thirty (30) days of said suspension shall be stayed, upon the condition that  
25 BUSH petition pursuant to Section 10175.2 of the Code and pays a monetary penalty pursuant to  
26 Section 10175.2 of the Code at a rate of \$100 for each day of the suspension for a total monetary  
27 penalty of \$3,000.00.

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

5                   b.       No further cause for disciplinary action against the Real Estate licenses  
6 of BUSH occurs within two (2) years from the effective date of the decision in this matter.

7                   c.       If BUSH fails to pay the monetary penalty as provided above  
8 prior to the effective date of this Order, the stay of the suspension shall be vacated as to that  
9 BUSH and the order of suspension shall be immediately executed, under this Order, in which  
10 event the said BUSH shall not be entitled to any repayment nor credit, prorated or otherwise, for  
11 the money paid to the DEPARTMENT under the terms of this Order.

12                   d.       If BUSH pays the monetary penalty and any other moneys due  
13 under this Stipulation and Agreement and if no further cause for disciplinary action against the  
14 real estate license of said BUSH occurs within two (2) years from the effective date of this Order,  
15 the entire stay hereby granted this Order, as to said BUSH only, shall become permanent.

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

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

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

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ROXANNA AHLBACH

1. The real estate salesperson license and license rights of AHLBACH, under the Real Estate Law are suspended for a period of sixty (60) days from the effective date of the Decision; however, thirty (30) days of said suspension shall be stayed upon condition that:

2. Thirty (30) days of said suspension shall be stayed, upon the condition that AHLBACH petition 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 \$3,000.00

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 licenses of AHLBACH occurs within two (2) years from the effective date of the decision in this matter.

c. If AHLBACH fails to pay the monetary penalty as provided above prior to the effective date of this Order, the stay of the suspension shall be vacated as to that AHLBACH and the order of suspension shall be immediately executed, under this Order, in which event the said AHLBACH shall not be entitled to any repayment nor credit, prorated or otherwise, for the money paid to the DEPARTMENT under the terms of this Order.

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

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

1 a. AHLBACH shall obey all laws, rules and regulations governing  
2 the rights, duties and responsibilities of a real estate licensee in the State of California; and,

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

9 RED OAK REALTY, MELISSA LAUREN BUSH and ROXANNA AHLBACH

10 1. All licenses and licensing rights of ROR, BUSH and AHLBACH  
11 are indefinitely suspended unless or until they jointly and severally pay the sum of \$5,172.99 for  
12 the Commissioner's reasonable cost of the investigation which led to this disciplinary action.  
13 Said payment shall be only in the form of a cashier's check or certified check made payable to  
14 the DEPARTMENT of Real Estate. **The investigative and enforcement costs must be**  
15 **delivered to the DEPARTMENT of Real Estate, Legal Section at P.O. Box 137007,**  
16 **Sacramento, CA 95813-7007, prior to the effective date of this Order.**

17  
18 3/20/23  
DATED

  
RICHARD K. UNO, Counsel III  
DEPARTMENT OF REAL ESTATE

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20 \* \* \*

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

1 of the charges.

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RED OAK REALTY

3/17/2023

DATED

DocuSigned by:  
*Melissa Bush*  
by: MELISSA LAUREN BUSH  
Designated Officer

3/17/2023

DATED

DocuSigned by:  
*Melissa Bush*  
MELISSA LAUREN BUSH

3/17/2023

DATED

DocuSigned by:  
*Roxanna Ahlbach*  
ROXANNA AHLBACH

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

3/20/2023

DATED

*David M. Jolivet*  
DAVID M. JOLIVET  
Attorney for Respondents

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The foregoing Stipulation and Agreement In Settlement and Order is hereby adopted by the Real Estate Commissioner as his Decision and Order and shall become effective at 12 o'clock noon on JUN 28 2023

IT IS SO ORDERED

6-2-23

DOUGLAS R. McCAULEY  
REAL ESTATE COMMISSIONER

