

FILED

JUL 23 2025

DEPT. OF REAL ESTATE

By

Department of Real Estate
320 W. 4th Street, Suite 350
Los Angeles, CA 90013-1105
Telephone: (213)-559-5990

BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

* * *

In the Matter of the Accusation Against)	DRE No. H-43028 LA
)	OAH No. 2025040562
BETTER LIVING SOCAL GROUP CORPORATION,)	
KELLY NICOLE LAULE, individually and as)	
Designated Officer of Better Living Socal Group)	<u>STIPULATION AND AGREEMENT</u>
Corporation,)	<u>IN SETTLEMENT AND ORDER</u>
)	
Respondents.)	
)	

It is hereby stipulated by and between Respondents BETTER LIVING SOCAL GROUP CORPORATION and KELLY NICOLE LAULE, individually and as Designated Officer of Better Living Socal Group Corporation, (collectively "Respondents") and the Complainant, acting by and through Judith A. Buranday, Counsel for the Department of Real Estate, as follows for the purpose of settling and disposing of the Accusation ("Accusation") filed on December 19, 2024, in this matter:

1. All issues which were to be contested and all evidence which was to be presented by Complainant and Respondents 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 ("Agreement").

STIPULATION AND AGREEMENT IN SETTLEMENT AND ORDER

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

4 3. Respondents filed a Notice of Defense pursuant to Section 11506 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 Notice of Defense. Respondents
7 acknowledge that they understand that by withdrawing said Notice of Defense they thereby
8 waive their right to require the Commissioner to prove the allegations in the Accusation at a
9 contested hearing held in accordance with the provisions of the APA and that they will waive
10 other rights afforded to them in connection with the hearing such as the right to present evidence
11 in their defense, and the right to cross-examine witnesses.

12 4. Respondents hereby admit that the factual allegations of the Accusation filed
13 in this proceeding are true and correct and the Real Estate Commissioner shall not be required to
14 provide further evidence of such allegations.

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

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

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

5 DETERMINATION OF ISSUES

6 By reason of the foregoing, it is stipulated and agreed that the following
7 determination of issues shall be made:

8 The conduct, acts or omissions of Respondents, as set forth in the Accusation, are
9 in violation of California Business and Professions Code ("Code") sections 10145, 10159.5, and
10 10176(e) and Sections 2731, 2832, 2835(a), and 2835(c) of Title 10, Chapter 6 of the California
11 Code of Regulations ("Regulations") are a basis for discipline of Respondents' licenses and
12 licensing rights pursuant to Code sections 10177(d) and/or 10177(g).

13 ORDER

14 WHEREFORE, THE FOLLOWING ORDER is hereby made:

15 (STAYED SUSPENSION)

16 I.

17 All licenses and licensing rights of Respondents under the Real Estate Law are
18 suspended for a period of thirty (30) days from the effective date of this Decision and Order;
19 provided, however, that all thirty (30) days of said suspension shall be stayed for one (1) year
20 upon the following terms and conditions:

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

23 2. That no final subsequent determination be made after hearing or upon
24 stipulation, that cause for disciplinary action occurred within one (1) year from the effective date
25 of this Decision and Order. Should such a determination be made, the Commissioner may, in her
26 discretion, vacate and set aside the stay order and re-impose all or a portion of the stayed
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1 suspension. Should no such determination be made under this section, the stay imposed herein
2 shall become permanent.

3 (AUDIT COSTS IN CASE NO. H-41544 LA)

4 II.

5 All licenses and licensing rights of Respondents are indefinitely suspended unless
6 or until Respondents, jointly and severally, pay the Commissioner's reasonable costs of the
7 follow-up audit (Audit No. LA230078) in Case No. H-41544 LA totaling \$2,395.50 (Invoice
8 #CA-M5120). Said payment shall be in the form of a cashier's check made payable to the
9 Department of Real Estate and must be delivered to the Department of Real Estate, Flag Section,
10 at 651 Bannon Street, Suite 504, Sacramento, CA 95811, prior to the effective date of this
11 Decision and Order. If Respondents fail to satisfy this condition in a timely manner as provided
12 for herein, Respondents' real estate licenses shall automatically be suspended until payment is
13 made in full, or until a decision providing otherwise is adopted following a hearing held pursuant
14 to this condition.

15 (SUBSEQUENT AUDIT COSTS)

16 III.

17 Pursuant to Code section 10148 of the Code, Respondents shall, jointly and
18 severally, pay the Commissioner's reasonable costs not to exceed \$2,993.75 for a subsequent
19 audit to determine if Respondents have corrected the violations found in the Determination of
20 Issues. In calculating the amount of the Commissioner's reasonable costs, the Commissioner may
21 use the estimated average hourly salary for all persons performing audits of real estate brokers,
22 and shall include an allocation for travel time to and from the auditor's place of work.
23 Respondents shall pay such costs within sixty (60) days of receiving an invoice therefore from
24 the Commissioner. Payment of the subsequent audit costs should not be made until Respondents
25 receive the invoice. If Respondents fail to satisfy this condition in a timely manner as provided
26 for herein, Respondents' real estate license shall automatically be suspended until payment is
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1 made in full, or until a decision providing otherwise is adopted following a hearing held pursuant
2 to this condition.

3 (INVESTIGATION AND ENFORCEMENT COSTS)

4 IV.

5 Respondents shall, jointly and severally, pay the Commissioner's reasonable costs
6 of the investigation and enforcement which led to this disciplinary action. The total amount of
7 said investigation (\$796.15) and enforcement (\$620.40) costs is \$1,416.55. Said payment shall
8 be in the form of a cashier's check made payable to the Department of Real Estate. The
9 investigation and enforcement costs must be delivered to the Department of Real Estate, Flag
10 Section, at 651 Bannon Street, Suite 504, Sacramento, CA 95811, prior to the effective date of
11 this Decision and Order. If Respondents fail to satisfy this condition in a timely manner as
12 provided for herein, all licenses and licensing rights of Respondents shall be automatically
13 suspended unless or until Respondents pay the costs of the investigation and enforcement.

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15 DATED: 6/13/2025

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17 Judith A. Buranday, Counsel for
Department of Real Estate

18 EXECUTION OF THE AGREEMENT

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

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1 Respondents shall mail the original signed signature page of the stipulation herein
2 to the Department of Real Estate, Attention: Judith A. Buranday, Legal Section, 320 W. Fourth
3 St., Suite 350, Los Angeles, California 90013-1105.


4 In the event of time constraints before an administrative hearing, Respondents can
5 signify acceptance and approval of the terms and conditions of this Agreement by emailing a
6 scanned copy of the signature page, as actually signed by Respondents, to the Department
7 counsel assigned to this case. Respondents agree, acknowledge and understand that by
8 electronically sending the Department a scan of Respondents' actual signatures as it appears on
9 the Agreement that receipt of the scan by the Department shall be binding on Respondents as if
10 the Department had received the original signed Agreement. Respondents shall also mail the
11 original signed signature page of this Agreement to the Department counsel.

12 Respondents' signatures below constitute acceptance and approval of the terms
13 and conditions of this Agreement. Respondents agree, acknowledge and understand that by
14 signing this Agreement, Respondents are bound by its terms as of the date of such signatures and
15 that this agreement is not subject to rescission or amendment at a later date except by a separate
16 Decision and Order of the Real Estate Commissioner.

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18 DATED: 6/13/2025


BETTER LIVING SOCIAL GROUP CORPORATION
Respondent
By: Kelly Laule

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22 DATED: 6/13/2025


KELLY NICOLE LAULE, individually and
as Designated Officer of Better Living Social Group
Corporation, Respondent

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1 The foregoing Stipulation and Agreement is hereby adopted as my Decision as to
2 Respondents BETTER LIVING SOCAL GROUP CORPORATION and KELLY NICOLE
3 LAULE and shall become effective at 12 o'clock noon on AUG 12 2025.

4 IT IS SO ORDERED July 16, 2025.

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6 CHIKA SUNQUIST
7 REAL ESTATE COMMISSIONER
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