

**FILED**

DEC 04 2013

**BUREAU OF REAL ESTATE**

By *[Signature]*

1 Bureau of Real Estate  
2 P. O. Box 137007  
3 Sacramento, CA 95813-7007  
4 Telephone: (916) 263-8679  
5 Fax: (916) 263-3767  
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9 **BEFORE THE BUREAU OF REAL ESTATE**  
10 **STATE OF CALIFORNIA**

11 \* \* \*

12 In the Matter of the Accusation of )  
13 )  
14 TELEGRAPH HILL PROPERTIES, INC., )  
15 THP-SF, INC., and WB COYLE, )  
16 Respondents. )

No. H-11548 SF

ACCUSATION

17 TELEGRAPH HILL REALTY, INC., )  
18 )  
19 Applicant. )  
20 )  
21 )

No. H-11574 SF

STATEMENT OF ISSUES

STIPULATION AND  
AGREEMENT

22 It is hereby stipulated by and between TELEGRAPH HILL PROPERTIES,  
23 INC., THP-SF, INC., WB COYLE, and TELEGRAPH HILL REALTY, INC., all represented  
24 by Mary E. Work, and the Complainant, acting by and through Richard K. Uno, Counsel for  
25 the Bureau of Real Estate, as follows for the purpose of settling and disposing both the  
26 Accusation (H-11548 SF) filed on May 3, 2013 and Statement of Issues (H-11574 SF) filed on  
27 August 21, 2013, in this matter:

<sup>DS</sup>  
*WBC*

1           1.       All issues which were to be contested and all evidence which was to be  
2 presented by Complainant and TELEGRAPH HILL PROPERTIES, INC., THP-SF, INC., and  
3 WB COYLE at a formal hearing on the Accusation and all issues which were to be contested  
4 and all such evidence which was to be presented by Complainant and TELEGRAPH HILL  
5 REALTY, INC. on the Statement of Issues, which hearings were to be held in accordance with  
6 the provisions of the Administrative Procedure Act (APA), shall instead and in place thereof be  
7 submitted solely on the basis of the provisions of this Stipulation and Agreement.

8           2.       TELEGRAPH HILL PROPERTIES, INC., THP-SF, INC., TELEGRAPH  
9 HILL REALTY, INC. and WB COYLE, have received, read and understand the Statement to  
10 Respondent, and the Discovery Provisions of the APA filed by the Bureau of Real Estate  
11 (Bureau) in these proceeding.

12           3.       TELEGRAPH HILL PROPERTIES, INC, THP-SF, INC. and WB  
13 COYLE, filed a Notice of Defense pursuant to Section 11505 of the Government Code for the  
14 purpose of requesting a hearing on the allegations in the Accusation on May 17, 2013.  
15 TELEGRAPH HILL REALTY, INC. filed a Notice of Defense pursuant to Section 11505 of the  
16 Government code for purposes of requesting a hearing on the allegations in the Statement of  
17 Issues on October 16, 2013. TELEGRAPH HILL PROPERTIES, INC, THP-SF, INC.,  
18 TELEGRAPH HILL REALTY, INC. and WB COYLE hereby freely and voluntarily withdraw  
19 said Notices of Defense. TELEGRAPH HILL PROPERTIES, INC, THP-SF, INC.,  
20 TELEGRAPH HILL PROPERTIES, INC. and WB COYLE acknowledge that they understand  
21 that by withdrawing said Notices of Defense they will thereby waive their rights to require the  
22 Real Estate Commissioner (Commissioner) to prove the allegations in the Accusation and the  
23 allegations in the Statement of Issues at a contested hearing held in accordance with the  
24 provisions of the APA, and that they will waive other rights afforded to them in connection with  
25 the hearing such as the right to present evidence in defense of the allegations in the Accusation  
26 and Statement of Issues and the right to cross-examine witnesses.

1                   4.     It is understood by TELEGRAPH HILL PROPERTIES, INC., THP-SF,  
2 INC., and W B COYLE, that the Commissioner may adopt the Stipulation and Agreement as  
3 his decision in this matter thereby imposing the penalty and sanctions on the real estate licenses  
4 and license rights of TELEGRAPH HILL PROPERTIES, INC., THP-SF, INC. and WB COYLE  
5 as set forth in the below "Order". In the event that the Commissioner in his discretion does not  
6 adopt the Stipulation and Agreement, it shall be void and of no effect, and TELEGRAPH HILL  
7 PROPERTIES, INC., THP-SF and WB COYLE; shall retain the right to a hearing and  
8 proceeding on the Accusation under all the provisions of the APA and shall not be bound by any  
9 admission or waiver made herein.

10                   5.     The Order or any subsequent Order of the Commissioner made pursuant to  
11 this Stipulation and Agreement shall not constitute an estoppel, merger or bar to any further  
12 administrative or civil proceedings by the Bureau with respect to any matters which were not  
13 alleged to be causes for accusation in these proceedings or related to such causes.

14                   6.     TELEGRAPH HILL PROPERTIES, INC., THP-SF, INC. and WB  
15 COYLE understand that by agreeing to this Stipulation and Agreement, TELEGRAPH HILL  
16 PROPERTIES, INC., THP-SF, INC., and WB COYLE agree to pay, pursuant to Section 10106  
17 of the Code, the cost of the investigation and enforcement which resulted in the determination  
18 that TELEGRAPH HILL PROPERTIES, INC., THP-SF, INC., and WB COYLE committed the  
19 violations found in the Determination of Issues. TELEGRAPH HILL PROPERTIES, INC.,  
20 THP-SF, INC. and WB COYLE understand that they are jointly and severally liable to pay this  
21 amount which is \$11,326.14.

22                   7.     In lieu of proceeding in this matter in accordance with the provisions of  
23 the APA, TELEGRAPH HILL PROPERTIES, INC. and THP-SF, INC. wish to voluntarily  
24 surrender their corporate real estate broker licenses issued by the Bureau, and WB COYLE  
25 wishes to surrender his designated officer status for TELEGRAPH HILL PROPERTIES, INC.  
26 and THP-SF, INC., pursuant to Section 10100.2 of the Code. WB COYLE is authorized to sign  
27 this declaration on behalf of TELEGRAPH HILL PROPERTIES, INC. and THP-SF, Inc.

DS  
WBC

1           8.     TELEGRAPH HILL PROPERTIES, INC., THP-SF, INC. and WB  
2 COYLE understand that by so voluntarily surrendering their licenses, they may be re-licensed as  
3 a corporate real estate broker only by petitioning for reinstatement pursuant to Section 11522 of  
4 the Government Code. TELEGRAPH HILL PROPERTIES, INC., THP-SF, INC. and WB  
5 COYLE also understand that by so voluntarily surrendering their license, they agree to the  
6 following:

7           A.     The filing of this Stipulation and Agreement shall be deemed as  
8 TELEGRAPH HILL PROPERTIES, INC., THP-SF, INC. and WB COYLE's declaration and  
9 petition for voluntary surrender.

10           B.     It shall also be deemed to be an understanding and agreement by  
11 TELEGRAPH HILL PROPERTIES, INC., THP-SF, INC. and WB COYLE that they waive all  
12 rights they have to require the Commissioner to prove the allegations contained in the  
13 Accusation filed in this matter at a hearing held in accordance with the provisions of the APA,  
14 and that TELEGRAPH HILL PROPERTIES, INC., THP-SF, INC. and WB COYLE also waive  
15 other rights afforded to TELEGRAPH HILL PROPERTIES, INC., THP-SF, INC. and WB  
16 COYLE in connection with the hearing such as the right to discovery, the right to present  
17 evidence in defense of the allegations in the Accusation and the right to cross-examine  
18 witnesses.

19           9.     TELEGRAPH HILL PROPERTIES, INC., THP-SF, INC. and W B  
20 COYLE further agree that upon acceptance by the Commissioner, as evidenced by an  
21 appropriate order, all affidavits and all relevant evidence obtained by the Bureau in this matter  
22 prior to the Commissioner's acceptance, and all allegations contained in the Accusation filed in  
23 Bureau Case No. H-11548 SF, may be considered by the Bureau to be true and correct for the  
24 purpose of deciding whether to grant re-licensure or reinstatement pursuant to Government  
25 Code Section 11522.

26           10.    Complainant agrees that when TELEGRAPH HILL PROPERTIES, INC.,  
27 THP-SF, INC. and WB COYLE submit this Stipulation and Agreement to the Bureau for

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1 approval, they may submit additional exculpatory evidence which shall be made a part of the  
2 investigatory file in Case No. H-11548 SF.

3 11. WB COYLE agrees not to petition for reinstatement of his real estate  
4 licenses for a period of not less than two (2) years from the effective date of the Order accepting  
5 this Stipulation and Agreement.

6 12. TELEGRAPH HILL PROPERTIES, INC., THP-SF, INC. and WB  
7 COYLE freely and voluntarily surrender all their licenses and license rights under the Real  
8 Estate Law.

9 13. TELEGRAPH HILL REALTY, INC. withdraws its application filed on or  
10 about December 31, 2012, for a corporate real estate broker license.

11 DETERMINATION OF ISSUES

12 I

13 By reason of the foregoing stipulations, admissions and waivers, and solely for  
14 the purpose of settlement of the pending Accusation H-11548 SF without a hearing, it is  
15 stipulated and agreed that the acts and/or omissions of TELEGRAPH HILL PROPERTIES, INC.,  
16 THP-SF, INC. and WB COYLE, as described in the Accusation, constitute grounds for the  
17 suspension or revocation of the licenses and license rights of TELEGRAPH HILL  
18 PROPERTIES, INC., THP-SF, INC. and WB COYLE under the provisions of Sections 2832,  
19 2835, 2831, 2831.1, 2831.2 and 2832 of Title 10, California Code of Regulations, and Sections  
20 10145, 10145 (h), 10148, 10176 (a), 10176 (b), 10176 (g), 10176 (i), 10177.6, 10177 (d) and  
21 10177 (g) of the Code.

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ORDER

I

TELEGRAPH HILL PROPERTIES, INC. and THP-SF, INC.'s petition for  
voluntary surrender of their corporate real estate broker licenses and WB COYLE's petition for  
voluntary surrender of his designated officer status for TELEGRAPH HILL PROPERTIES, INC.  
and THP-SF, INC. are accepted as of the effective date of this Order as set forth below, based  
upon the understanding and agreement expressed in TELEGRAPH HILL PROPERTIES, INC.,  
THP-SF, INC. and WB COYLE'S Declaration incorporated herein as part of this Stipulation  
and Agreement. TELEGRAPH HILL PROPERTIES, INC., THP-SF, INC. and WB COYLE'S  
license certificates, pocket cards and any branch office license certificates shall be sent to the  
below listed address so that they reach the Bureau on or before the effective date of this Order:

BUREAU OF REAL ESTATE  
Attn: Licensing Flag Section  
P. O. Box 137013  
Sacramento, CA 95813-7013

II

TELEGRAPH HILL REALTY, INC. having withdrawn its notice of defense,  
above, hereby withdraws its application for a real estate license. In consideration,  
Complainant agrees to dismiss the Statement of Issues, No. H-11574 SF.

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III

All licenses and licensing rights of TELEGRAPH HILL PROPERTIES, INC, THP-SF, INC. and WB COYLE are indefinitely suspended unless or until TELEGRAPH HILL PROPERTIES, INC, THP-SF, INC. and WB COYLE pays the sum of \$11,326.14 for the Commissioner's reasonable cost of the investigation and enforcement which led to this disciplinary action. Said payment shall be in the form of a cashier's check or certified check made payable to the Real Estate Fund.

11/8/13

DATED

*Richard K Uno*

RICHARD K. UNO, Counsel  
BUREAU OF REAL ESTATE

\* \* \*

I have read the Stipulation and Agreement, discussed it with my counsel, and its terms are understood by me and are agreeable and acceptable to me. I understand that I am waiving rights given to me by the California Administrative Procedure Act, and I willingly, intelligently and voluntarily waive those rights, including the right of requiring the 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 of the charges.

11/8/2013

DATED

DocuSigned by:  
*WB Coyle*

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WB COYLE  
Respondent

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11/8/2013

DATED

DocuSigned by:  
*WB Coyle*  
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TELEGRAPH HILL PROPERTIES, INC.  
By WB COYLE  
Respondent

11/8/2013

DATED

DocuSigned by:  
*WB Coyle*  
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THP-SF, INC.  
By WB COYLE  
Respondent

11/8/2013

DATED

DocuSigned by:  
*WB Coyle*  
500088526C2F4D3

TELEGRAPH HILL REALTY, INC.  
By WB COYLE  
Respondent

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

DATED

MARY E. WORK  
Attorney For Respondents

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The foregoing Stipulation and Agreement is hereby adopted as my Decision and shall become effective at 12 o'clock noon on \_\_\_\_\_.

IT IS SO ORDERED \_\_\_\_\_

REAL ESTATE COMMISSIONER

Wayne S. Bell

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11/8/2013

DATED

DocuSigned by:  
*WB Coyle*  
500089526C2F4D3

TELEGRAPH HILL PROPERTIES, INC.  
By WB COYLE  
Respondent

11/8/2013

DATED

DocuSigned by:  
*WB Coyle*  
500089526C2F4D3

THP-SF, INC.  
By WB COYLE  
Respondent

11/8/2013

DATED

DocuSigned by:  
*WB Coyle*  
500089526C2F4D3

TELEGRAPH HILL REALTY, INC.  
By WB COYLE  
Respondent

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

11/8/13

DATED

*MARY E. WORK*  
MARY E. WORK  
Attorney For Respondents

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The foregoing Stipulation and Agreement is hereby adopted as my Decision and shall become effective at 12 o'clock noon on DEC 24 2013

IT IS SO ORDERED NOV 27 2013

REAL ESTATE COMMISSIONER

*JEFFREY MASON*

By: JEFFREY MASON  
Chief Deputy Commissioner  
H-11548 SF H-11574 SF