

1 Department of Real Estate
2 P.O. Box 137007
3 Sacramento, CA 95813-7007

4 Telephone: (916) 576-8700

FILED

DEC 15 2021

DEPARTMENT OF REAL ESTATE
By B. Nicholas

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7
8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of)

12 CES PREMIER REAL ESTATE SERVICES,)
13 INC., and CHARLOTTE ELAINE SAULTER,)

14 Respondents.)

No. H-12523 SF

STIPULATION AND
AGREEMENT

15 It is hereby stipulated by and between CES PREMIER REAL ESTATE
16 SERVICES, INC., (CES) and CHARLOTTE ELAINE SAULTER (SAULTER) (collectively
17 "Respondents"), and the Complainant, acting by and through Truly Sughrue, Counsel for the
18 Department of Real Estate (Department), as follows for the purpose of settling and disposing
19 of the Accusation filed on February 17, 2021, in this matter:

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

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

1 3. Respondents 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 Notice of Defense. Respondents
4 acknowledge that Respondents understand that by withdrawing said Notice of Defense
5 Respondents will thereby waive Respondents' rights to require the Real Estate Commissioner
6 (Commissioner) to prove the allegations in the Accusation at a contested hearing held in
7 accordance with the provisions of the APA, and that Respondents will waive other rights
8 afforded to Respondents in connection with the hearing such as the right to present evidence in
9 defense of the allegations in the Accusation and the right to cross-examine witnesses.

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

16 5. This Stipulation and Agreement and Respondents' decision not to contest
17 the Accusation are made for the purpose of reaching an agreed disposition of this proceeding and
18 are expressly limited to this proceeding and any other proceeding or case in which the
19 Department, the state or federal government, an agency of this state, or an agency of another state
20 is involved.

21 6. Respondents understand that by agreeing to this Stipulation and
22 Agreement, Respondents agree to pay, pursuant to Section 10148 of the Code, the cost of the
23 audit, which resulted in the determination that Respondents committed the trust fund handling
24 violation(s) found in the Determination of Issues. The amount of said costs is \$15,686.08.

25 7. Respondents further understand that by agreeing to this Stipulation and
26 Agreement, the findings set forth below in the Determination of Issues become final, and that
27 the Commissioner may charge Respondents for the costs of any audit conducted pursuant to

1 Section 10148 of the Code to determine if the violations have been corrected. The maximum
2 costs of said audit shall not exceed \$19,607.60.

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

10 9. 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 Department with respect to any matters which were not
13 specifically alleged to be causes for action in Accusation H-12523 SF.

14 * * *

15 DETERMINATION OF ISSUES

16 By reason of the foregoing stipulations and waivers and solely for the purpose of
17 settlement of the pending Accusation without a hearing, it is stipulated and agreed that the
18 following determination of issues shall be made:

19 I

20 The acts and omissions of Respondents as described in the First Cause of Action
21 in the Accusation are grounds for the suspension or revocation of Respondents' licenses and
22 license rights under the following sections of the Code and Title 10, Chapter 6, of the California
23 Code of Regulations (Regulations):

24 As to Paragraph 11(a), under Sections 10176(i), and 10177(g) of the Code in
25 conjunction with Section 10145 of the Code and Section 2832.1 of the Regulations;

26 As to Paragraph 11(b), under Section 10176(e) of the Code;

1 As to Paragraphs 11(c) and 11(g), under Section 10177(g) of the Code in
2 conjunction with Section 10145 of the Code and Section 2832 of the Regulations;

3 As to Paragraph 11(d), under Section 10177(g) of the Code in conjunction with
4 Section 10145 of the Code and Section 2831 of the Regulations;

5 As to Paragraph 11(e), under Section 10177(g) of the Code in conjunction with
6 Section 10145 of the Code and Section 2831.1 of the Regulations; and

7 As to Paragraph 11(f), under Section 10177(g) of the Code in conjunction with
8 Section 10145 of the Code and Section 2831.2 of the Regulations.

9 II

10 The acts and omissions of SAULTER as described in the Second Cause of
11 Action of the Accusation are grounds for the suspension or revocation of SAULTER's licenses
12 and license rights under Section 10177(h) of the Code.

13 * * *

14 ORDER

15 I

16 All licenses and licensing rights of Respondent CES under the Real Estate Law
17 are revoked; provided, however, a restricted real estate corporate broker license shall be issued to
18 CES pursuant to Section 10156.5 of the Code if CES makes application therefor and pays to the
19 Department the appropriate fee for the restricted license within 90 days from the effective date of
20 this Decision and Order. The restricted license issued to CES shall be subject to all of the
21 provisions of Section 10156.7 of the Code and to the following limitations, conditions and
22 restrictions imposed under authority of Section 10156.6 of that Code:

23 1. The restricted license issued to CES may be suspended prior to hearing by
24 Order of the Commissioner in the event of CES's conviction or plea of nolo contendere to a
25 crime which is substantially related to CES's fitness or capacity as a real estate licensee.

26 2. The restricted license issued to CES may be suspended prior to hearing by
27 Order of the Commissioner on evidence satisfactory to the Commissioner that CES has violated

1 Order. SAULTER shall not be eligible to apply for any unrestricted licenses until all restrictions
2 attaching to the license have been removed.

3 4. SAULTER shall submit with any application for license under an
4 employing broker, or any application for transfer to a new employing broker, a statement signed
5 by the prospective employing real estate broker on a form approved by the Department which
6 shall certify:

7 (a) That the employing broker has read the Decision and Order of the
8 Commissioner which granted the right to a restricted license; and

9 (b) That the employing broker will exercise close supervision over the
10 performance by the restricted licensee relating to activities for which a real
11 estate license is required.

12 5. SAULTER shall, within nine (9) months from the effective date of this
13 Decision and Order, present evidence satisfactory to the Commissioner that SAULTER has, since
14 the most recent issuance of an original or renewal real estate license, taken and successfully
15 completed the continuing education requirements of Article 2.5 of Chapter 3 of the Real Estate
16 Law for renewal of a real estate license. If SAULTER fails to satisfy this condition,
17 SAULTER'S real estate license shall automatically be suspended until SAULTER presents
18 evidence satisfactory to the Commissioner of having taken and successfully completed the
19 continuing education requirements. Proof of completion of the continuing education courses
20 must be delivered to the Department of Real Estate, Flag Section at P.O. Box 137013,
21 Sacramento, CA 95813-7013.

22 6. All licenses and licensing rights of SAULTER are indefinitely suspended
23 unless or until SAULTER provides proof satisfactory to the Commissioner, of having taken and
24 successfully completed the continuing education course on trust fund accounting and handling
25 specified in paragraph (3) of subdivision (a) of Section 10170.5 of the Code. Proof of
26 satisfaction of these requirements includes evidence that SAULTER has successfully completed
27 the trust fund account and handling continuing education courses, no earlier than 120 days prior

1 to the effective date of the Decision and Order in this matter. Proof of completion of the trust
2 fund accounting and handling course must be delivered to the Department of Real Estate, Flag
3 Section at P.O. Box 137013, Sacramento, CA 95813-7013 or by fax at 916-263-8758, prior to the
4 effective date.

5 III

6 1. Pursuant to Section 10148 of the Code, Respondents shall, jointly and
7 severally, pay the sum of \$15,686.08 for the Commissioner's cost of the audit which led to this
8 disciplinary action. Respondents shall pay such cost within sixty (60) days of receiving an
9 invoice therefore from the Commissioner. Payment of audit costs should not be made until
10 Respondents receive the invoice. If Respondents fail to satisfy this condition in a timely manner
11 as provided for herein, Respondents' real estate license shall automatically be suspended until
12 payment is made in full, or until a decision providing otherwise is adopted following a hearing
13 held pursuant to this condition.

14 2. Pursuant to Section 10148 of the Code, Respondents shall, jointly and
15 severally, pay the Commissioner's reasonable cost, not to exceed \$19,607.60, for an audit to
16 determine if Respondents have corrected the violation(s) found in the Determination of Issues.
17 In calculating the amount of the Commissioner's reasonable cost, the Commissioner may use the
18 estimated average hourly salary for all persons performing audits of real estate brokers, and shall
19 include an allocation for travel time to and from the auditor's place of work. Respondents shall
20 pay such costs within sixty (60) days of receiving an invoice therefore from the Commissioner.
21 Payment of the audit costs should not be made until Respondents receive the invoice. If
22 Respondents fail to satisfy this condition in a timely manner as provided for herein, Respondents'
23 real estate license shall automatically be suspended until payment is made in full, or until a
24 decision providing otherwise is adopted following a hearing held pursuant to this condition.

25 11 October 2021

26 DATED


27 TRULY SUGHRUE
Counsel for Complainant

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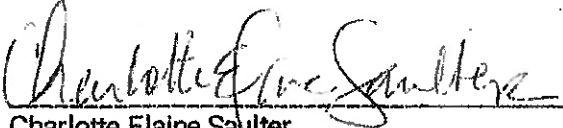
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I have read the Stipulation and Agreement, have discussed it with my counsel, and its terms are understood by me and are agreeable and acceptable to me. I understand that I am waiving rights given to me by the APA (including but not limited to Sections 11506, 11508, 11509, and 11513 of the Government Code), and I willingly, intelligently, and voluntarily waive those rights, including the right of requiring the Commissioner to prove the allegations in the Accusation and Statement of Issues 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.

Respondents and Respondents' attorney further agree to send the original signed Stipulation and Agreement by mail to the following address no later than one (1) week from the date the Stipulation and Agreement is signed by Respondent and Respondent's attorney:

Department of Real Estate, Legal Section, P.O. Box 137007, Sacramento, California 95813-7007. Respondent and Respondent's attorney understand and agree that if they fail to return the original signed Stipulation and Agreement by the due date, Complainant retains the right to set this matter for hearing.

10/8/2021
DATED


Charlotte Elaine Saulter,
Designated Officer
CES PREMIER REAL ESTATE SERVICES,
INC.,
Respondent

10/8/2021
DATED


CHARLOTTE ELAINE SAULTER
Respondent

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

10/8/2021

DATED

Edward O. Lear
EDWARD O. LEAR
Attorney for Respondents

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The foregoing Stipulation and Agreement is hereby adopted as my Decision and Order and shall become effective at 12 o'clock noon on JAN 05 2022.

IT IS SO ORDERED 12.17.21.

DOUGLAS R. McCAULEY
REAL ESTATE COMMISSIONER

Douglas R. McCauley