

1 Bureau of Real Estate
2 P.O. Box 187007
3 Sacramento, CA 95818-7007

4 Telephone: (916) 227-0781

FILED

FEB 04 2016

BUREAU OF REAL ESTATE

By B. Nicholas

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

10 * * *

11 In the Matter of the Accusation of)

12 PARKSIDE MANAGEMENT COMPANY)
13 INC. and DEBORAH LYNN NAYLOR,)

14 Respondents.)

No. H-2971 FR

STIPULATION AND
AGREEMENT

15 It is hereby stipulated by and between PARKSIDE MANAGEMENT
16 COMPANY INC. (PARKSIDE) and DEBORAH LYNN NAYLOR (NAYLOR) (collectively
17 "Respondents"), and the Complainant, acting by and through Truly Sughrue, Counsel for the
18 Bureau of Real Estate (Bureau), as follows for the purpose of settling and disposing the
19 Accusation filed on November 2, 2015, 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 Bureau in this proceeding.
27

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 Bureau,
19 the state or federal government, an agency of this state, or an agency of another state is involved.

20 6. Respondents understand that by agreeing to this Stipulation and
21 Agreement, Respondents agrees to pay, pursuant to Section 10148 of the California Business
22 and Professions Code (Code), the cost of the audit, which resulted in the determination that
23 Respondents committed the trust fund handling violation(s) found in the Determination of
24 Issues. The amount of said costs is \$4,215.50.

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 said 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 \$4,215.50.

3 8. Respondents understand that by agreeing to this Stipulation and
4 Agreement, Respondents agree to pay, pursuant to Section 10106 of the Code, the cost of the
5 investigation and enforcement which resulted in the determination that Respondent committed
6 the violation(s) found in the Determination of Issues. The amount of said costs is \$1,208.25.

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

14 10. The Order or any subsequent Order of the Commissioner made pursuant to
15 this Stipulation and Agreement shall not constitute an estoppel, merger or bar to any further
16 administrative or civil proceedings by the Bureau with respect to any matters which were not
17 specifically alleged to be causes for action in Accusation H-2971 FR.

18 * * *

19 DETERMINATION OF ISSUES

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

23 I

24 The acts and omissions of Respondents as described in the First Cause of Action
25 of the Accusation are grounds for the suspension or revocation of Respondents' licenses and
26 license rights under the following sections of the Code and Title 10 of the California Code of:
27

1 As to Paragraph 11(a), under Section 10177(d) of the Code in conjunction with
2 Section 10145 of the Code and Section 2832.1 of the Regulations.

3 As to Paragraph 11(b), under Section 10177(d) of the Code in conjunction with
4 Section 10145 of the Code and Section 2832 of the Regulations;

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

7 As to Paragraph 11(d), under Section 10177(d) of the Code in conjunction with
8 Section 2834 of the Regulations.

9 II

10 The acts and/or omissions of NAYLOR as described in the Second Cause of
11 Action of the Accusation is cause for the suspension or revocation of Respondent's license
12 and/or license rights under Section 10177(h) of the Code.

13 * * *

14 ORDER

15 I

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

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

2. The restricted license issued to PARKSIDE may be suspended prior to
hearing by Order of the Commissioner on evidence satisfactory to the Commissioner that
PARKSIDE has violated provisions of the California Real Estate Law, the Subdivided Lands
Law, Regulations of the Commissioner or conditions attaching to the restricted license.

3. PARKSIDE shall not be eligible to apply for the issuance of an
unrestricted real estate license nor for removal of any of the conditions, limitations, or
restrictions of a restricted license until two (2) years have elapsed from the effective date of this
Decision and Order.

I

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

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

2. The restricted license issued to NAYLOR may be suspended prior to hearing by Order of the Commissioner on evidence satisfactory to the Commissioner that NAYLOR has violated provisions of the California Real Estate Law, the Subdivided Lands Law, Regulations of the Commissioner or conditions attaching to the restricted license.

3. Respondent shall not be eligible to apply for the issuance of an
unrestricted real estate license nor for removal of any of the conditions, limitations, or

restrictions of a restricted license until two (2) years have elapsed from the effective date of this Decision and Order.

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

5. All licenses and licensing rights of NAYLOR are indefinitely suspended unless or until NAYLOR provides proof satisfactory to the Commissioner, of having taken and successfully completed the continuing education course on trust fund accounting and handling specified in paragraph (3) of subdivision (a) of Section 10170.5 of the Code. Proof of satisfaction of these requirements includes evidence that NAYLOR has successfully completed the trust fund account and handling continuing education courses, no earlier than 120 days prior to the effective date of the Decision and Order in this matter. Proof of completion of the trust fund accounting and handling course must be delivered to the Bureau of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013 or by fax at 916-263-8758, prior to the effective date of this Decision and Order.

III

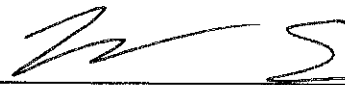
1. Pursuant to Section 10148 of the Code, Respondents shall jointly and severally pay the sum of \$4,215.50 for the Commissioner's cost of the audit which led to this disciplinary action. Respondents shall pay such cost within sixty (60) days of receiving an invoice therefore from the Commissioner. Payment of audit costs should not be made until

1 Respondents receive the invoice. If Respondents fail to satisfy this condition in a timely manner
2 as provided for herein, Respondents' real estate license shall automatically be suspended until
3 payment is made in full, or until a decision providing otherwise is adopted following a hearing
4 held pursuant to this condition.

5 2. Pursuant to Section 10148 of the Code, Respondents shall pay the
6 Commissioner's reasonable cost, not to exceed \$4,215.50, for an audit to determine if
7 Respondents have corrected the violation(s) found in the Determination of Issues. In calculating
8 the amount of the Commissioner's reasonable cost, the Commissioner may use the estimated
9 average hourly salary for all persons performing audits of real estate brokers, and shall include an
10 allocation for travel time to and from the auditor's place of work. Respondents shall pay such
11 cost within sixty (60) days of receiving an invoice therefore from the Commissioner. Payment of
12 the audit costs should not be made until Respondents receive the invoice. If Respondents fail to
13 satisfy this condition in a timely manner as provided for herein, Respondents' real estate license
14 shall automatically be suspended until payment is made in full, or until a decision providing
15 otherwise is adopted following a hearing held pursuant to this condition.

16 3. All licenses and licensing rights of Respondents are indefinitely suspended
17 unless or until Respondents pay the sum of \$1,208.25 for the Commissioner's reasonable cost of
18 the investigation and enforcement which led to this disciplinary action. Said payment shall be in
19 the form of a cashier's check made payable to the Bureau of Real Estate. The investigative and
20 enforcement costs must be delivered to the Bureau of Real Estate, Flag Section at P.O. Box
21 137013, Sacramento, CA 95813-7013, prior to the effective date of this Decision and Order.

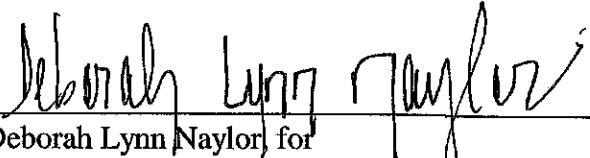
23 23-Dec-15
24 DATED

23 
24 TRULY SUGHRUE
25 Counsel for Complainant
26 ***
27

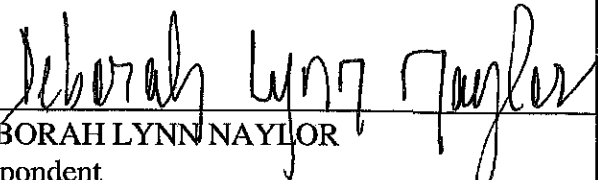
1 Respondents can signify acceptance and approval of the terms and conditions of
2 this Stipulation and Agreement by faxing or electronically e-mailing a copy of the signature page,
3 as actually signed by Respondents, to the Bureau at fax number (916) 263-3767. Respondents
4 agree, acknowledges, and understands that by electronically sending to the Bureau a fax or other
5 electronic copy of Respondents' actual signature as it appears on the Stipulation and Agreement,
6 that receipt of the faxed or e-mailed copy by the Bureau shall be as binding on Respondents as if
7 the Bureau had received the original signed Stipulation and Agreement.

8 I have read the Stipulation and Agreement, and its terms are understood by me
9 and are agreeable and acceptable to me. I understand that I am waiving rights given to me by the
10 California Administrative Procedure Act, and I willingly, intelligently and voluntarily waive
11 those rights, including the right of requiring the Commissioner to prove the allegations in the
12 Accusations at a hearing at which I would have the right to cross-examine witnesses against me
13 and to present evidence in defense and mitigation of the charges.

14
15 12/22/15
16 DATED

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15 
16 Deborah Lynn Naylor for
17 PARKSIDE MANAGEMENT COMPANY INC.
18 Respondent

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20 12/22/15
21 DATED

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21 DEBORAH LYNN NAYLOR
22 Respondent

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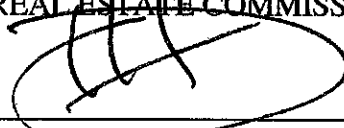
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The foregoing Stipulation and Agreement is hereby adopted as my Decision and
shall become effective at 12 o'clock noon on FEB 25 2016.

IT IS SO ORDERED February 1, 2016.

WAYNE S. BELL
REAL ESTATE COMMISSIONER



By: JEFFREY MASON
Chief Deputy Commissioner