

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

4 Telephone: (916) 263-8670
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FILED

NOV 26 2019

DEPARTMENT OF REAL ESTATE
By X. Koop

8 BEFORE THE DEPARTMENT OF REAL ESTATE

9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of:) Case No. H-3242 FR
12)
13 PLATINUM COAST, INC. and) STIPULATION AND AGREEMENT
14 BARBARA GODFREY,) IN SETTLEMENT AND ORDER
15 Respondents.)

16 It is hereby stipulated by and between Respondents PLATINUM COAST, INC.
17 ("PLATINUM"), acting by a through counsel Steven R. Stoker, BARBARA GODFREY
18 ("GODFREY"), acting by and through counsel Steven R. Stoker, and the Complainant, acting
19 by and through Jason D. Lazark, Counsel for the Department of Real Estate ("Department"), as
20 follows for the purpose of settling and disposing of the Accusation filed on August 20, 2019. in
21 this matter:

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

1 2. Respondents have received, read and understand the Statements to
2 Respondent, the Discovery Provisions of the APA and the Accusation filed by the Department
3 in this proceeding.

4 3. Respondents filed Notices of Defense pursuant to Section 11505 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 Notices of Defense. Respondents
7 acknowledge that they understand that by withdrawing said Notices of Defense they will
8 thereby waive their rights to require the Commissioner to prove the allegations in the
9 Accusation at a contested hearing held in accordance with the provisions of the APA and that
10 they will waive other rights afforded to them in connection with the hearing such as the right to
11 present evidence in defense of the allegations in the Accusation and the right to cross-examine
12 witnesses.

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

19 5. This Stipulation and Agreement is made for the purpose of reaching an
20 agreed disposition of this proceeding and is expressly limited to this proceeding and any other
21 proceeding or case in which the Department, the state or federal government, any agency of
22 this state, or an agency of another state is involved.

23 6. It is understood by the parties that the Real Estate Commissioner may adopt
24 the Stipulation and Agreement as his Decision in this matter. thereby imposing the penalties
25 and sanctions on Respondents' real estate licenses and license rights as set forth in the below
26 "Order." In the event that the Commissioner in his discretion does not adopt the Stipulation
27 and Agreement, it shall be void and of no effect, and Respondents shall retain the right to a

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I.

The acts and omissions of PLATINUM, as described in the Accusation, are grounds for the suspension or revocation of the licenses and license rights of PLATINUM under the provisions of Sections 10177(d) and 10177(g) of the Code, in conjunction with Section 10145 of the Code, and Sections 2832.1 and 2834 of Title 10, California Code of Regulations of the Regulations (“the Regulations”).

II.

The acts and omissions of GODFREY, as described in the Accusation, are grounds for the suspension or revocation of the licenses and license rights of GODFREY under the provisions of Sections 10159.2, 10177(d), 10177(g), and 10177(h) of the Code, in conjunction with Section 10145 of the Code and Sections 2725, 2832.1, 2834, of the Regulations.

ORDER

I. AS TO PLATINUM

All licenses and licensing rights of PLATINUM under the Real Estate Law are suspended for a period of one hundred twenty (120) days from the effective date of this Order; provided, however, that:

1. Thirty (30) days of said suspension shall be stayed upon the condition that platinum petitions 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 \$50 for each day of the suspension, for a total monetary penalty of \$1,500.00.

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 license of PLATINUM occurs within two (2) years from the effective date of the Order in this matter.

1 c. If PLATINUM fails to pay the monetary penalty in accordance with
2 the terms and conditions of the Decision, the Commissioner may, without a hearing, order the
3 immediate execution of all or any part of the stayed suspension, in which event, PLATINUM
4 shall not be entitled to any repayment nor credit, prorated or otherwise, for money paid to the
5 Department under the terms of this decision.

6 d. If PLATINUM pays the monetary penalty, and if no further cause
7 for disciplinary action against the real estate license of PLATINUM occurs within two (2)
8 years from the effective date of the Decision herein, then the stay hereby granted shall become
9 permanent.

10 2. The remaining ninety (90) days of said suspension shall also be stayed for two
11 (2) years upon the following terms and conditions:

12 a. PLATINUM 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
17 his 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 II. AS TO GODFREY

21 All licenses and licensing rights of GODFREY under the Real Estate Law are
22 suspended for a period of sixty (60) days from the effective date of this Order; provided, that:

23 1. All sixty (60) days of said suspension shall also be stayed for two (2) years
24 upon the following terms and conditions:

25 a. GODFREY shall obey all laws, rules and regulations governing the
26 rights, duties and responsibilities of a real estate licensee in the State of California, and
27

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

7 2. GODFREY shall, within six (6) months from the effective date of
8 this Decision and Order, take and pass the Professional Responsibility Examination administered
9 by the Department including the payment of the appropriate examination fee. If GODFREY
10 fails to satisfy this condition, GODFREY'S real estate license shall automatically be suspended
11 until GODFREY passes the examination.

12 3. All licenses and licensing rights of GODFREY are indefinitely suspended
13 unless or until GODFREY provides proof satisfactory to the Commissioner, of having taken and
14 successfully completed the continuing education course on trust fund accounting and handling
15 specified in paragraph (3) of subdivision (a) of Section 10170.5 of the Code. Proof of
16 satisfaction of this requirement includes evidence that GODFREY has successfully completed
17 the trust fund account and handling continuing education course, no earlier than 120 days prior to
18 the effective date of the Decision and Order in this matter. Proof of completion of this
19 continuing education course must be delivered to the Department of Real Estate, Flag Section, at
20 P.O. Box 137013, Sacramento, CA 95813-7013 or by fax at 916-263-8943 prior to the effective
21 date of this Decision and Order.

22 III. AS TO RESPONDENTS JOINTLY AND SEVERALLY

23 1. All licenses and licensing rights of Respondents, are indefinitely suspended
24 unless or until Respondents, jointly and severally, pay the sum of \$1,279.60 for the
25 Commissioner's reasonable cost of the investigation and enforcement which led to this
26 disciplinary action. Said payment shall be in the form of a cashier's check or certified check
27 made payable to the Real Estate Fund. The investigation and enforcement costs must be
delivered to the Department of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA

1 95813-7013, prior to the effective date of this Order.

2 2. Respondents shall jointly and severally pay the sum of \$1,854.37 for the
3 Commissioner's cost of the audit which led to this disciplinary action. Respondents shall
4 jointly and severally pay such cost within sixty (60) days of receiving an invoice therefore
5 from the Commissioner. The Commissioner shall indefinitely suspend all licenses and
6 licensing rights of Respondents pending a hearing held in accordance with Section 11500, et
7 seq., of the Government Code, if payment is not timely made as provided for herein, or as
8 provided for in a subsequent agreement between Respondents and the Commissioner. The
9 suspension(s) shall remain in effect until payment is made in full or until Respondents enter
10 into an agreement satisfactory to the Commissioner to provide for payment, or until a decision
11 providing otherwise is adopted following a hearing held pursuant to this condition.

12 3. Respondents shall jointly and severally pay the Commissioner's costs, not to
13 exceed \$2,317.97, of any audit conducted pursuant to Section 10148 of the Code to determine
14 if Respondents corrected the violations described in the Determination of Issues, above, and
15 any other violations found in the audit which led to this disciplinary action. In calculating the
16 amount of the Commissioner's reasonable cost, the Commissioner may use the estimated
17 average hourly salary for all persons performing audits of real estate brokers, and shall include
18 an allocation for travel time to and from the auditor's place of work. Respondents shall jointly
19 and severally pay such cost within sixty (60) days of receiving an invoice therefore from the
20 Commissioner detailing the activities performed during the audit and the amount of time spent
21 performing those activities.

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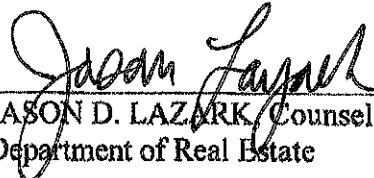
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1 If Respondents fail to jointly and severally pay such cost within the sixty (60) days, the
2 Commissioner shall indefinitely suspend all licenses and licensing rights of Respondents under
3 the Real Estate Law until payment is made in full or until Respondents enter into an agreement
4 satisfactory to the Commissioner to provide for payment. Upon full payment, the indefinite
5 suspension provided for in this paragraph shall be stayed.

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8 10-15-19

9 DATED

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JASON D. LAZARK, Counsel
Department of Real Estate

12 Respondents have read the Stipulation and Agreement in Settlement and Order
13 and its terms are understood by Respondents and are agreeable and acceptable to Respondents.
14 Respondents understand that Respondents are waiving rights given to them by the California
15 Administrative Procedure Act (including but not limited to Sections 11506, 11508, 11509 and
16 11513 of the Government Code), and Respondents willingly, intelligently, and voluntarily
17 waive those rights, including the right of requiring the Commissioner to prove the allegations
18 in the Accusation at a hearing at which Respondents would have the right to cross-examine
19 witnesses against them and to present evidence in defense and mitigation of the charges.

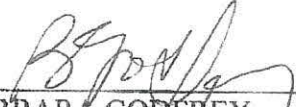
20 Respondents and Respondents' attorney further agree to send the original signed
21 Stipulation and Agreement by mail to the following address no later than one (1) week from the
22 date the Stipulation and Agreement is signed by Respondents and Respondents' attorney:

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1 Department of Real Estate, Legal Section, P.O. Box 137007, Sacramento, California 95813-
2 7007. Respondents and Respondents' attorney understand and agree that if they fail to return the
3 original signed Stipulation and Agreement by the due date, Complainant retains the right to set
4 this matter for hearing.


5 10/12/2019

6 DATED

7 
8 BARBARA GODFREY,
9 Designated Officer for Respondent
10 PLATINUM COAST, INC.

11 10/12/2019

12 DATED


13 
14 BARBARA GODFREY,
15 Respondent

16 * * *

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

19 10/14/2019

20 DATED

21 
22 STEVEN R. STOKER,
23 Attorney for Respondents
24 PLATINUM COAST, INC. and
25 BARBARA GODFREY

26 * * *

27 The foregoing Stipulation and Agreement is hereby adopted as my Decision in
this matter and shall become effective at 12 o'clock noon on DEC 17 2019

IT IS SO ORDERED November 22, 2019

ACTING REAL ESTATE COMMISSIONER



DANIEL J. SANDRI