

FILED

SEP 25 2019

DEPARTMENT OF REAL ESTATE
By *By dmw*

1 DEPARTMENT OF REAL ESTATE
2 P. O. Box 137007
3 Sacramento, CA 95813-7007
4 Telephone: (916) 576-8700
5 Fax: (916) 263-3767
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9 BEFORE THE DEPARTMENT OF REAL ESTATE
10 STATE OF CALIFORNIA

11 In the Matter of the Accusation of) No. H-12323 SF
12)
13 LATU PARKVIEW PROPERTY MANAGEMENT)
14 INC., and STEVEN GUY COULSTON,) STIPULATION AND AGREEMENT
15) IN SETTLEMENT AND ORDER
16 Respondents.)
17)

18 It is hereby stipulated by and between LATU PARKVIEW PROPERTY
19 MANAGEMENT INC (LPPM) and STEVEN GUY COULSTON (COULSTON), collectively
20 Respondents, represented by Dek Ketchum, and the Complainant, acting by and through Megan
21 Lee Olsen, Counsel for the Department of Real Estate (Department); as follows for the purpose
22 of settling and disposing of the Accusation filed on October 31, 2018, in this matter:

23 1. All issues which were to be contested and all evidence which was to be
24 presented by Complainant and Respondents at a formal hearing on the Accusation, which hearing
25 was 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).

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

4 3. Respondents filed a Notice 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 Notice of Defense. Respondents
7 acknowledge and understand that by withdrawing said Notice of Defense they will thereby waive
8 their right to require the Real Estate Commissioner (Commissioner) to prove the allegations in
9 the 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 is based on the factual allegations contained in the
14 Accusation. In the interest of expediency and economy, Respondents chose not to contest these
15 factual allegations, but to remain silent and understands that, as a result thereof, these factual
16 statements will serve as a prima facie basis for the "Determination of Issues" and "Order" set
17 forth below. The Commissioner shall not be required to provide further evidence to prove such
18 allegations.

19 5. It is understood by the parties that the Commissioner may adopt the
20 Stipulation as his Decision and Order in this matter, thereby imposing the penalty and sanctions
21 on Respondents' real estate licenses and license rights as set forth in the below "Order". In the
22 event that the Commissioner in his discretion does not adopt the Stipulation, it shall be void and
23 of no effect, and Respondents shall retain the rights to a hearing and proceeding on the
24 Accusation under all the provisions of the APA and shall not be bound by any admission or
25 waiver made herein.

26 6. The Order or any subsequent Order of the Commissioner made pursuant to
27 this Stipulation shall not constitute an estoppel, merger, or bar to any further administrative or

1 the Code, in conjunction with Section 10159.2 of the Code, and Section 2725 of Title 10 of the
2 California Code of Regulations.

3 ORDER

4 LATU PARKVIEW PROPERTY MANAGEMENT INC

5 All licenses and licensing rights of LATU PARKVIEW PROPERTY
6 MANAGEMENT INC, under the Real Estate Law are suspended for a period of one hundred and
7 twenty (120) days from the effective date of this Order; provided, however, that:

8 1. Sixty (60) days of said suspension shall be stayed, upon the condition that
9 LPPM petition pursuant to Section 10175.2 of the Code and pays a monetary penalty pursuant to
10 Section 10175.2 of the Code at a rate of \$50 for each day of the suspension for a total monetary
11 penalty of \$3,000.

12 (a) Said payment shall be in the form of a cashier's check made payable
13 to the Department of Real Estate. Said check must be delivered to the Department of Real
14 Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective
15 date of this Order.

16 (b) No further cause for disciplinary action against the Real Estate licenses
17 of LPPM occurs within two (2) years from the effective date of the decision in this matter.

18 (c) If LPPM fails to pay the monetary penalty as provided above prior to
19 the effective date of this Order, the stay of the suspension shall be vacated as to LPPM and the
20 order of suspension shall be immediately executed, under this Order, in which event that LPPM
21 shall not be entitled to any repayment nor credit, prorated or otherwise, for the money paid to the
22 Department under the terms of this Order.

23 (d) If LPPM pays the monetary penalty and any other moneys due under
24 This Stipulation and if no further cause for disciplinary action against the real estate license of
25 said LPPM occurs within two (2) years from the effective date of this Order, the entire stay
26 hereby granted in this Order, as to LPPM only, shall become permanent.

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1 which event that COULSTON shall not be entitled to any repayment nor credit, prorated or
2 otherwise, for the money paid to the Department under the terms of this Order.

3 (d) If COULSTON pays the monetary penalty and any other moneys due
4 under this Stipulation and if no further cause for disciplinary action against the real estate license
5 of said COULSTON occurs within two (2) years from the effective date of this Order, the entire
6 stay hereby granted in this Order, as to COULSTON only, shall become permanent.

7 4. Sixty (60) days of said suspension shall be stayed for two (2) years upon
8 the following terms and conditions:

9 (a) COULSTON shall obey all laws, rules and regulations governing the
10 rights, duties and responsibilities of a real estate licensee in the State of California; and,

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

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

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1 6. All licenses and licensing rights COULSTON are indefinitely suspended
2 unless or until COULSTON provides proof satisfactory to the Commissioner, of having taken
3 and successfully completed the continuing education course on trust fund accounting and
4 handling specified in paragraph (3) of subdivision (a) of Section 10170.5 of the Code. Proof of
5 satisfaction of these requirements includes evidence that COULSTON has successfully
6 completed the trust fund account and handling continuing education courses, no earlier than 120
7 days prior to the effective date of the Decision and Order in this matter. Proof of completion of
8 the trust fund accounting and handling course must be delivered to the Department of Real
9 Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013 or by fax at 916-263-
10 8758, prior to the effective date of this Decision and Order.

11 LATU PARKVIEW PROPERTY MANAGEMENT INC and STEVEN GUY COULSTON

12 7. Pursuant to Section 10148 of the Code, Respondents shall, jointly and
13 severally, pay the sum of \$6,756.12 for the Commissioner's cost of the audit which led to this
14 disciplinary action. Respondents shall pay such cost within sixty (60) days of receiving an
15 invoice therefore from the Commissioner. Payment of audit costs should not be made until
16 Respondents receive the invoice. If Respondents fail to satisfy this condition in a timely manner
17 as provided for herein, Respondents' real estate licenses shall automatically be suspended until
18 payment is made in full, or until a decision providing otherwise is adopted following a hearing
19 held pursuant to this condition.

20 8. Pursuant to Section 10148 of the Code, Respondents shall, jointly and
21 Severally, pay the Commissioner's reasonable cost, not to exceed \$8,445.15 for an audit to
22 determine if Respondents have corrected the violations found in the "Determination of Issues".
23 In calculating the amount of the Commissioner's reasonable cost, the Commissioner may use the
24 estimated average hourly salary for all persons performing audits of real estate brokers, and shall
25 include an allocation for travel time to and from the auditor's place of work. Respondents shall
26 pay such cost within sixty (60) days of receiving an invoice therefore from the Commissioner.
27 Payment of the audit costs should not be made until Respondents receive the invoice. If

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

4 9. All licenses and licensing rights of Respondents are indefinitely suspended
5 unless or until Respondents, jointly and severally, pay the sum of \$2,237.25 for the
6 Commissioner's reasonable cost of the investigation which led to this disciplinary action. Said
7 payment shall be in the form of a cashier's check made payable to the Department of Real Estate,
8 Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective date of this
9 Stipulation.

10 7/25/2019

11 DATED



12 MEGAN LEE OLSEN
13 DEPARTMENT OF REAL ESTATE

14 * * *

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

23 Respondents and Respondents attorney further agree to send the original signed
24 Stipulation by mail to the following address no later than one (1) week from the date the
25 Stipulation is signed by Respondents and Respondents' attorney: *Department of Real Estate,*
Legal Section, P.O. Box 137007, Sacramento, California 95813-7007. Respondents and

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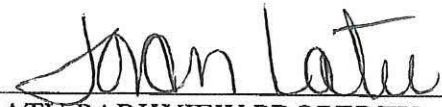
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1 Respondents' attorney understand and agree that if they fail to return the original signed
2 Stipulation by the due date, Complainant retains the right to set this matter for hearing.

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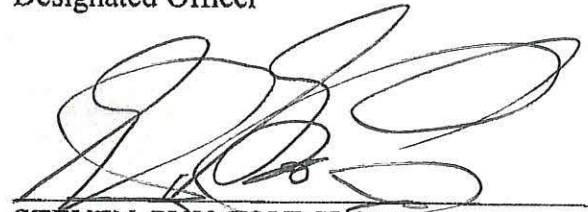
DATED



LATU PARKVIEW PROPERTY
MANAGEMENT INC.
Respondent
By: STEVEN GUY COULSTON
Designated Officer

7-14-19

DATED




STEVEN GUY COULSTON
Respondent

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

7/15/19

DATED

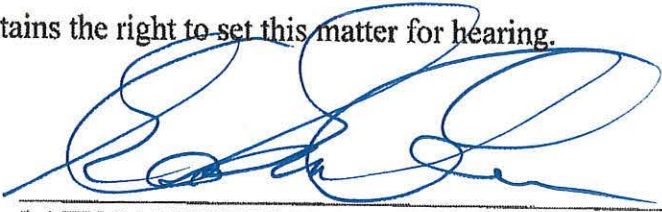


DEK KETCHUM
Attorney for Respondents

1 Respondents' attorney understand and agree that if they fail to return the original signed
2 Stipulation by the due date, Complainant retains the right to set this matter for hearing.

3
4 7-12-2019

5 DATED



LATU PARKVIEW PROPERTY
MANAGEMENT INC.

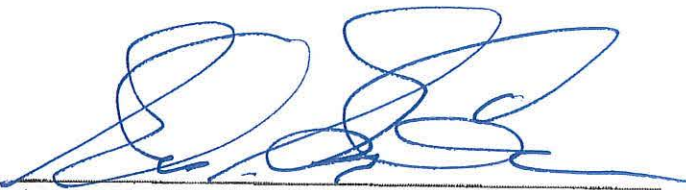
Respondent

By: STEVEN GUY COULSTON

Designated Officer

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8
9
10 7-12-2019

11 DATED



STEVEN GUY COULSTON

Respondent

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13 ***

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

16
17
18 DATED

DEK KETCHUM

Attorney for Respondents

19
20 The foregoing Stipulation and Agreement In Settlement and Order is hereby
21 adopted by the Real Estate Commissioner as his Decision and Order and shall become effective
22 at 12 o'clock noon on OCT 16 2019.

23 IT IS SO ORDERED

September 18, 2019

24 DANIEL J. SANDRI

ACTING REAL ESTATE COMMISSIONER

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26 
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