

1 DEPARTMENT OF REAL ESTATE
2 P. O. Box 137007
3 Sacramento, CA 95813-7007
4 Telephone: (916) 576-7843
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FILED
MAR 09 2023
DEPARTMENT OF REAL ESTATE
By B. N. Chowdhury

8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of:) Case No. H-12592 SF
12)
13 CHURCH CAPITAL CORPORATION) AMENDED
14 and KEVIN JOSEPH HESLIN,) STIPULATION AND AGREEMENT
15 Respondents.) IN SETTLEMENT AND ORDER

16 It is hereby stipulated by and between Respondent CHURCH CAPITAL
17 CORPORATION (“CHURCH CAPITAL”) and KEVIN JOSEPH HESLIN (“HESLIN”)
18 (collectively referred to as “Respondents”), acting by and through Joshua A. Rosenthal, counsel
19 for Respondents, and the Complainant, acting by and through Jason D. Lazark, Counsel for the
20 Department of Real Estate, as follows for the purpose of settling and disposing of the
21 Accusation filed on May 11, 2022, in this matter:

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

1 2. Respondents have received, read and understand the Statement to
2 Respondent, the Discovery Provisions of the APA and the Accusation filed by the Department
3 of Real Estate 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 Real Estate Commissioner (“Commissioner”) to prove
9 the allegations in the Accusation at a contested hearing held in accordance with the provisions
10 of the APA, and that they will waive other rights afforded to them in connection with the
11 hearing, such as the right to present evidence in defense of the allegations in the Accusation
12 and the right to cross-examine witnesses.

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

19 5. This Amended Stipulation and Agreement is made for the purpose of
20 reaching an agreed disposition of this proceeding and is expressly limited to this proceeding
21 and any other proceeding or case in which the Department, the state or federal government, any
22 agency of 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 Amended Stipulation and Agreement as his Decision in this matter, thereby imposing the
25 penalties and sanctions on Respondents’ real estate licenses and license rights as set forth in the
26 below “Order.” In the event that the Commissioner in his discretion does not adopt the
27 Amended Stipulation and Agreement, it shall be void and of no effect, and Respondents shall

1 retain the right to a hearing and proceeding on the Accusation under all the provisions of the
2 APA and shall not be bound by any admission or waiver made herein.

3 7. The Order or any subsequent Order of the Real Estate Commissioner made
4 pursuant to this Amended Stipulation and Agreement shall not constitute an estoppel, merger
5 or bar to any further administrative or civil proceedings by the Department of Real Estate with
6 respect to any matters which were not specifically alleged to be causes for accusation in this
7 proceeding.

8 8. Respondents understand that by agreeing to this Amended Stipulation and
9 Agreement, Respondents agree to be responsible for jointly and severally paying, pursuant to
10 Section 10148 of the California Business and Professions Code ("the Code"), the costs of the
11 audit which resulted in the determination that Respondents committed the violation(s) found in
12 the Determination of Issues. The amount of such costs is \$2,759.00.

13 9. Respondents further understand that by agreeing to this Amended Stipulation
14 and Agreement, the findings set forth below in the Determination of Issues become final, and
15 that the Commissioner may charge said Respondents for the costs of any audit conducted
16 pursuant to Section 10148 of the Code to determine if the violations have been corrected and
17 hold Respondents jointly and severally responsible for paying the costs of the follow up audit.
18 The maximum costs of said audit shall not exceed \$3,448.75.

19 10. Respondents further understand that by agreeing to this Amended Stipulation
20 and Agreement, Respondents agree to be responsible for jointly and severally paying, pursuant
21 to Section 10106 of the Code, the costs of the investigation and enforcement of this case which
22 resulted in the determination that Respondents committed the violation(s) found in the
23 Determination of Issues. The amount of such cost is \$3,713.70.

24 DETERMINATION OF ISSUES

25 By reason of the foregoing stipulations, admissions, and waivers, and solely for
26 the purpose of settlement of the pending Accusation without further proceedings, it is stipulated
27 and agreed that the following Determination of Issues shall be made:

1 The acts and/or omissions of CHURCH CAPITAL as described in the Accusation
2 are grounds for the suspension or revocation of the licenses and license rights of CHURCH
3 CAPITAL under the provisions of Sections 10177(d), 10177(g), 10232.3(a)(6), 10232.3(b), and
4 10232.4(a), of the Code.

5 The acts and/or omissions of HESLIN as described in the Accusation are grounds
6 for the suspension or revocation of the licenses and license rights of HESLIN under the
7 provisions of Sections 10177(d), 10177(g), 10177(h), 10159.2, 10232.3(a)(6), 10232.3(b), and
8 10232.4(a), of the Code, and Section 2725 of Title 10 of the California Code of the Regulations
9 (“the Regulations”).

10 ORDER

11 I.

12 AS TO CHURCH CAPITAL

13 All licenses and licensing rights of CHURCH CAPITAL under the Real Estate
14 Law are suspended for a period of sixty (60) days from the effective date of this Order; provided,
15 however, that:

16 1. Thirty (30) days of said suspension shall be stayed upon the condition that
17 CHURCH CAPITAL petitions pursuant to Section 10175.2 of the Code and pays a monetary
18 penalty pursuant to Section 10175.2 of the Code, at a rate of \$50 for each day of the suspension,
19 for a total monetary penalty of \$1,500.

20 a. Said payment shall be in the form of a cashier’s check made payable to
21 the Department of Real Estate. Said check must be delivered to the Department of Real Estate,
22 Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective date of this
23 Order.

24 b. No further cause for disciplinary action against the real estate license
25 of CHURCH CAPITAL occurs within two (2) years from the effective date of the Order in this
26 matter.

27 ///

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

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

10 2. The remaining thirty (30) days of said suspension shall be stayed for two (2)
11 years upon the following terms and conditions:

12 a. CHURCH CAPITAL shall obey all laws, rules and regulations
13 governing the rights, duties and responsibilities of a real estate licensee in the State of
14 California, and

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

21 II.

22 AS TO HESLIN

23 All licenses and licensing rights of HESLIN under the Real Estate Law are
24 revoked; provided, however, a restricted real estate broker license shall be issued to HESLIN
25 pursuant to Section 10156.5 of the Code if HESLIN makes application therefore and pays to the
26 Department the appropriate fee for the restricted license within 90 days from the effective date of
27 this Decision.

1 1. The restricted license issued to HESLIN shall be subject to all of the
2 provisions of Section 10156.7 of the Code as to the following limitations, conditions and
3 restrictions imposed under authority of Section 10156.6 of that Code:

4 (a) The restricted license issued to HESLIN shall be suspended prior to
5 hearing by Order of the Commissioner in the event of HESLIN's
6 conviction (including by plea of guilty or nolo contendere) to a crime
7 which is substantially related to HESLIN's fitness or capacity as a real
8 estate licensee; and,

9 (b) The restricted license issued to HESLIN shall be suspended prior to
10 hearing by Order of the Commissioner on evidence satisfactory to the
11 Commissioner that HESLIN has violated provisions of the California Real
12 Estate Law, the Subdivided Lands Law, Regulations of the Real Estate
13 Commissioner, or conditions attaching to the restricted license.

14 2. HESLIN shall not be eligible to apply for the issuance of an unrestricted real
15 estate license nor for removal of any of the conditions, limitations or restrictions of a restricted
16 license until three (3) years have elapsed from the effective date of this Decision. HESLIN shall
17 not be eligible to apply for any unrestricted licensed until all restrictions attached to the license
18 have been removed.

19 3. HESLIN shall notify the Commissioner in writing within 72 hours of any
20 arrest by sending a certified letter to the Commissioner at the Department of Real Estate, Legal
21 Section at Post Office Box 137007, Sacramento, CA 95813-7007. The letter shall set forth the
22 date of HESLIN's arrest, the crime for which HESLIN was arrested and the name and address of
23 the arresting law enforcement agency. HESLIN's failure to timely file written notice shall
24 constitute an independent violation of the terms of the restricted license and shall be grounds for
25 the suspension or revocation of that license.

26 4. HESLIN shall, within nine (9) months from the effective date of this Decision,
27 present evidence satisfactory to the Commissioner that HESLIN has, since the most recent

1 issuance of an original or renewal real estate license, taken and successfully completed the
2 continuing education requirements of Article 2.5 of Chapter 3 of the Real Estate Law for renewal
3 of a real estate license. If HESLIN fails to satisfy this condition, the Commissioner shall order
4 the suspension of the restricted license until the HESLIN presents such evidence. The
5 Commissioner shall afford HESLIN the opportunity for hearing pursuant to the APA to present
6 such evidence. Proof of completion of the continuing education courses must be delivered to the
7 Department of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013.

8 5. HESLIN shall, within nine (9) months from the issuance of the Order, take
9 and pass the Professional Responsibility Examination administered by the Department,
10 including the payment of the appropriate examination fee. All licenses and licensing rights of
11 HESLIN shall be indefinitely suspended unless or until HESLIN passes the examination.

12 III.

13 AS TO CHURCH CAPITAL AND HESLIN JOINTLY AND SEVERALLY

14 1. Pursuant to Section 10148 of the Code, Respondents, jointly and severally,
15 shall pay the sum of \$2,759.00 for the Commissioner’s cost of the audit which led to this
16 disciplinary action. Respondents shall pay such cost within sixty (60) days of receiving an
17 invoice therefore from the Commissioner. The Commissioner shall indefinitely suspend all
18 licenses and licensing rights of Respondents pending a hearing held in accordance with Section
19 11500, et seq., of the Government Code, if payment is not timely made as provided for herein,
20 or as provided for in a subsequent agreement between Respondents and the Commissioner.
21 The suspension shall remain in effect until payment is made in full or until Respondents enter
22 into an agreement satisfactory to the Commissioner to provide for payment, or until a decision
23 providing otherwise is adopted following a hearing held pursuant to this condition.

24 2. Respondents, jointly and severally, shall pay the Commissioner’s costs, not
25 to exceed \$3,448.75, of any audit conducted pursuant to Section 10148 of the Code to
26 determine if Respondents have corrected the violations described in the Determination of
27 Issues, above, and any other violations found in the audit which led to this disciplinary action.

1 In calculating the amount of the Commissioner's reasonable cost, the Commissioner may use
2 the estimated average hourly salary for all persons performing audits of real estate brokers, and
3 shall include an allocation for travel time to and from the auditor's place of work. Respondents
4 shall pay such cost within sixty (60) days of receiving an invoice therefore from the
5 Commissioner detailing the activities performed during the audit and the amount of time spent
6 performing those activities. If Respondents fail to pay such cost within the sixty (60) days, the
7 Commissioner shall indefinitely suspend all licenses and licensing rights of Respondents under
8 the Real Estate Law until payment is made in full or until Respondents enter into an agreement
9 satisfactory to the Commissioner to provide for payment. Upon full payment, the indefinite
10 suspension provided for in this paragraph shall be stayed.

11 3. All licenses and licensing rights of Respondents, are indefinitely suspended
12 unless or until Respondents, jointly and severally, pay the sum of \$3,713.70 for the
13 Commissioner's reasonable cost of the investigation and enforcement which led to this
14 disciplinary action. Said payment shall be in the form of a cashier's check or certified check
15 made payable to the Real Estate Fund. The investigative and enforcement costs must be
16 delivered to the Department of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA
17 95813-7013, prior to the effective date of this Order.

18 3/7/2023

19 DATED

20 
JASON D. LAZARK, Counsel
Department of Real Estate

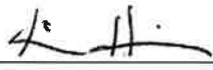
21 * * *

22 I have read the Amended Stipulation and Agreement and its terms are
23 understood by me and are agreeable and acceptable to me. I understand that I am waiving
24 rights given to me by the California Administrative Procedure Act (including but not limited to
25 Sections 11506, 11508, 11509 and 11513 of the Government Code), and I willingly,
26 intelligently, and voluntarily waive those rights, including the right of requiring the
27 Commissioner to prove the allegations in the Accusation at a hearing at which I would have the

1 right to cross-examine witnesses against me and to present evidence in defense and mitigation
2 of the charges.

3 I further agree to send the original signed Amended Stipulation and Agreement
4 by mail to the following address no later than one (1) week from the date the Amended
5 Stipulation and Agreement is signed by me and my attorney: *Department of Real Estate, Legal*
6 *Section, P.O. Box 137007, Sacramento, California 95813-7007.*

7
8 03/03/2023
DATED



KEVIN JOSEPH HESLIN,
Designated Officer for Respondent,
CHURCH CAPITAL CORPORATION


9
10
11 03/03/2023
DATED



KEVIN JOSEPH HESLIN,
Respondent

12
13 *I have reviewed the Amended Stipulation and Agreement as to form and*
14 *content and have advised my client accordingly.*

15 3/3/23
DATED



Joshua A. Rosenthal,
Attorney for Respondents,
CHURCH CAPITAL CORPORATION
and; KEVIN JOSEPH HESLIN

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19 * * *

20 The foregoing Amended Stipulation and Agreement is hereby adopted as my
21 Decision in this matter and shall become effective at 12 o'clock noon on MAR 30 2023

22 IT IS SO ORDERED 3-9-23, 2023.

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24 REAL ESTATE COMMISSIONER

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26 DOUGLAS R. McCAULEY
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FILED

MAR 02 2023

DEPARTMENT OF REAL ESTATE
By B. Nicholas

BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of:) DRE NO. H-12592 SF
)
CHURCH CAPITAL CORPORATION)
and KEVIN JOSEPH HESLIN,)
)
Respondent.)

ORDER STAYING EFFECTIVE DATE

On January 24, 2023, a Stipulation and Agreement in Settlement and Order (“Order”) was entered into in the above-entitled matter to become effective March 2, 2023.

IT IS HEREBY ORDERED that the effective date of March 2, 2023, is stayed for a period of 30 days to allow the parties time to amend the Order to fix a clerical error.

Any Amended Order entered into in the above-entitled matter will specify the new effective date. In the event that no Amended Order is entered into in the above entitled matter, the existing Order will become effective April 3, 2023.

DATED: March 1, 2023.

DOUGLAS R. McCAULEY
REAL ESTATE COMMISSIONER

STEPHEN M. LERNER
Assistant Commissioner of Legal Affairs

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

4 Telephone: (916) 576-7843

FILED

FEB 09 2023

DEPARTMENT OF REAL ESTATE
By B. Nicholas

8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of:)	Case No. H-12592 SF
)	
12 CHURCH CAPITAL CORPORATION)	<u>STIPULATION AND AGREEMENT</u>
13 and KEVIN JOSEPH HESLIN,)	<u>IN SETTLEMENT AND ORDER</u>
)	
14 Respondents.)	
)	

15
16 It is hereby stipulated by and between Respondent CHURCH CAPITAL
17 CORPORATION (“CHURCH CAPITAL”) and KEVIN JOSEPH HESLIN (“HESLIN”)
18 (collectively referred to as “Respondents”), acting by and through Joshua A. Rosenthal, counsel
19 for Respondents, and the Complainant, acting by and through Jason D. Lazark, Counsel for the
20 Department of Real Estate, as follows for the purpose of settling and disposing of the
21 Accusation filed on May 11, 2022, in this matter:

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

27 ///

1 2. Respondents have received, read and understand the Statement to
2 Respondent, the Discovery Provisions of the APA and the Accusation filed by the Department
3 of Real Estate 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 Real Estate Commissioner ("Commissioner") to prove
9 the allegations in the Accusation at a contested hearing held in accordance with the provisions
10 of the APA, and that they will waive other rights afforded to them in connection with the
11 hearing, such as the right to present evidence in defense of the allegations in the Accusation
12 and the right to cross-examine 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 choose 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

1 hearing and proceeding on the Accusation under all the provisions of the APA and shall not be
2 bound by any admission or waiver made herein.

3 7. The Order or any subsequent Order of the Real Estate Commissioner made
4 pursuant to this Stipulation and Agreement shall not constitute an estoppel, merger or bar to
5 any further administrative or civil proceedings by the Department of Real Estate with respect
6 to any matters which were not specifically alleged to be causes for accusation in this
7 proceeding.

8 8. Respondents understand that by agreeing to this Stipulation and Agreement,
9 Respondents agree to be responsible for jointly and severally paying, pursuant to Section 10148
10 of the California Business and Professions Code (“the Code”), the costs of the audit which
11 resulted in the determination that Respondents committed the trust fund violation(s) found in the
12 Determination of Issues. The amount of such costs is \$2,759.00.

13 9. Respondents further understand that by agreeing to this Stipulation and
14 Agreement, the findings set forth below in the Determination of Issues become final, and that the
15 Commissioner may charge said Respondents for the costs of any audit conducted pursuant to
16 Section 10148 of the Code to determine if the violations have been corrected and hold
17 Respondents jointly and severally responsible for paying the costs of the follow up audit. The
18 maximum costs of said audit shall not exceed \$3,448.75.

19 10. Respondents further understand that by agreeing to this Stipulation and
20 Agreement, Respondents agree to be responsible for jointly and severally paying, pursuant to
21 Section 10106 of the Code, the costs of the investigation and enforcement of this case which
22 resulted in the determination that Respondents committed the violation(s) found in the
23 Determination of Issues. The amount of such cost is \$3,713.70.

DETERMINATION OF ISSUES

24 By reason of the foregoing stipulations, admissions, and waivers, and solely for
25 the purpose of settlement of the pending Accusation without further proceedings, it is stipulated
26 and agreed that the following Determination of Issues shall be made:
27

1 The acts and/or omissions of CHURCH CAPITAL as described in the Accusation
2 are grounds for the suspension or revocation of the licenses and license rights of CHURCH
3 CAPITAL under the provisions of Sections 10177(d), 10177(g), 10232.3(a)(6), 10232.3(b), and
4 10232.4(a), of the Code.

5 The acts and/or omissions of HESLIN as described in the Accusation are grounds
6 for the suspension or revocation of the licenses and license rights of HESLIN under the
7 provisions of Sections 10177(d), 10177(g), 10177(h), 10159.2, 10232.3(a)(6), 10232.3(b), and
8 10232.4(a), of the Code, and Section 2725 of Title 10 of the California Code of the Regulations
9 (“the Regulations”).

10 ORDER

11 I.

12 AS TO CHURCH CAPITAL

13 All licenses and licensing rights of CHURCH CAPITAL under the Real Estate
14 Law are suspended for a period of sixty (60) days from the effective date of this Order; provided,
15 however, that:

16 1. Thirty (30) days of said suspension shall be stayed upon the condition that
17 CHURCH CAPITAL petitions pursuant to Section 10175.2 of the Code and pays a monetary
18 penalty pursuant to Section 10175.2 of the Code, at a rate of \$50 for each day of the suspension,
19 for a total monetary penalty of \$1,500.

20 a. Said payment shall be in the form of a cashier’s check made payable to
21 the Department of Real Estate. Said check must be delivered to the Department of Real Estate,
22 Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective date of this
23 Order.

24 b. No further cause for disciplinary action against the real estate license
25 of CHURCH CAPITAL occurs within two (2) years from the effective date of the Order in this
26 matter.

27 ///

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

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

10 2. The remaining thirty (30) days of said suspension shall be stayed for two (2)
11 years upon the following terms and conditions:

12 a. CHURCH CAPITAL shall obey all laws, rules and regulations
13 governing the rights, duties and responsibilities of a real estate licensee in the State of
14 California, and

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

21 II.

22 AS TO HESLIN

23 All licenses and licensing rights of HESLIN under the Real Estate Law are
24 revoked; provided, however, a restricted real estate broker license shall be issued to HESLIN
25 pursuant to Section 10156.5 of the Code if HESLIN makes application therefore and pays to the
26 Department the appropriate fee for the restricted license within 90 days from the effective date of
27 this Decision.

1 1. The restricted license issued to HESLIN shall be subject to all of the
2 provisions of Section 10156.7 of the Code as to the following limitations, conditions and
3 restrictions imposed under authority of Section 10156.6 of that Code:

4 (a) The restricted license issued to HESLIN shall be suspended prior to
5 hearing by Order of the Commissioner in the event of HESLIN's
6 conviction (including by plea of guilty or nolo contendere) to a crime
7 which is substantially related to HESLIN's fitness or capacity as a real
8 estate licensee; and,

9 (b) The restricted license issued to HESLIN shall be suspended prior to
10 hearing by Order of the Commissioner on evidence satisfactory to the
11 Commissioner that HESLIN has violated provisions of the California Real
12 Estate Law, the Subdivided Lands Law, Regulations of the Real Estate
13 Commissioner, or conditions attaching to the restricted license.

14 2. HESLIN shall not be eligible to apply for the issuance of an unrestricted real
15 estate license nor for removal of any of the conditions, limitations or restrictions of a restricted
16 license until three (3) years have elapsed from the effective date of this Decision. HESLIN shall
17 not be eligible to apply for any unrestricted licensed until all restrictions attached to the license
18 have been removed.

19 3. HESLIN shall notify the Commissioner in writing within 72 hours of any
20 arrest by sending a certified letter to the Commissioner at the Department of Real Estate, Legal
21 Section at Post Office Box 137007, Sacramento, CA 95813-7007. The letter shall set forth the
22 date of HESLIN's arrest, the crime for which HESLIN was arrested and the name and address of
23 the arresting law enforcement agency. HESLIN's failure to timely file written notice shall
24 constitute an independent violation of the terms of the restricted license and shall be grounds for
25 the suspension or revocation of that license.

26 4. HESLIN shall, within nine (9) months from the effective date of this Decision,
27 present evidence satisfactory to the Commissioner that HESLIN has, since the most recent

1 issuance of an original or renewal real estate license, taken and successfully completed the
2 continuing education requirements of Article 2.5 of Chapter 3 of the Real Estate Law for renewal
3 of a real estate license. If HESLIN fails to satisfy this condition, the Commissioner shall order
4 the suspension of the restricted license until the HESLIN presents such evidence. The
5 Commissioner shall afford HESLIN the opportunity for hearing pursuant to the APA to present
6 such evidence. Proof of completion of the continuing education courses must be delivered to the
7 Department of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013.

8 5. HESLIN shall, within nine (9) months from the issuance of the Order, take
9 and pass the Professional Responsibility Examination administered by the Department,
10 including the payment of the appropriate examination fee. All licenses and licensing rights of
11 HESLIN shall be indefinitely suspended unless or until HESLIN passes the examination.

12 III.

13 AS TO CHURCH CAPITAL AND HESLIN JOINTLY AND SEVERALLY

14 1. Pursuant to Section 10148 of the Code, Respondents, jointly and severally,
15 shall pay the sum of \$2,759.00 for the Commissioner's cost of the audit which led to this
16 disciplinary action. Respondents shall pay such cost within sixty (60) days of receiving an
17 invoice therefore from the Commissioner. The Commissioner shall indefinitely suspend all
18 licenses and licensing rights of Respondents pending a hearing held in accordance with Section
19 11500, et seq., of the Government Code, if payment is not timely made as provided for herein,
20 or as provided for in a subsequent agreement between Respondents and the Commissioner.
21 The suspension shall remain in effect until payment is made in full or until Respondents enter
22 into an agreement satisfactory to the Commissioner to provide for payment, or until a decision
23 providing otherwise is adopted following a hearing held pursuant to this condition.

24 2. Respondents, jointly and severally, shall pay the Commissioner's costs, not
25 to exceed \$3,448.75, of any audit conducted pursuant to Section 10148 of the Code to
26 determine if Respondents have corrected the violations described in the Determination of
27 Issues, above, and any other violations found in the audit which led to this disciplinary action.

1 In calculating the amount of the Commissioner's reasonable cost, the Commissioner may use
2 the estimated average hourly salary for all persons performing audits of real estate brokers, and
3 shall include an allocation for travel time to and from the auditor's place of work. Respondents
4 shall pay such cost within sixty (60) days of receiving an invoice therefore from the
5 Commissioner detailing the activities performed during the audit and the amount of time spent
6 performing those activities. If Respondents fail to pay such cost within the sixty (60) days, the
7 Commissioner shall indefinitely suspend all licenses and licensing rights of Respondents under
8 the Real Estate Law until payment is made in full or until Respondents enter into an agreement
9 satisfactory to the Commissioner to provide for payment. Upon full payment, the indefinite
10 suspension provided for in this paragraph shall be stayed.

11 3. All licenses and licensing rights of Respondents, are indefinitely suspended
12 unless or until Respondents, jointly and severally, pay the sum of \$3,713.70 for the
13 Commissioner's reasonable cost of the investigation and enforcement which led to this
14 disciplinary action. Said payment shall be in the form of a cashier's check or certified check
15 made payable to the Real Estate Fund. The investigative and enforcement costs must be
16 delivered to the Department of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA
17 95813-7013, prior to the effective date of this Order.

18
19 11/28/2022
20 DATED


21 JASON D. LAZARK, Counsel
22 Department of Real Estate

23 * * *

24 I have read the Stipulation and Agreement in Settlement and Order and its terms
25 are understood by me and are agreeable and acceptable to me. I understand that I am waiving
26 rights given to me by the California Administrative Procedure Act (including but not limited to
27 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 at a hearing at which I would have the

1 right to cross-examine witnesses against me and to present evidence in defense and mitigation
2 of the charges.

3 I further agree to send the original signed Stipulation and Agreement by mail to
4 the following address no later than one (1) week from the date the Stipulation and Agreement
5 is signed by me and my attorney: *Department of Real Estate, Legal Section, P.O. Box 137007,*
6 *Sacramento, California 95813-7007.* I understand and agrees that if they fail to return the
7 original signed Stipulation and Agreement by the due date, Complainant retains the right to set
8 this matter for hearing.

9 11-23-2022

10 DATED



11 KEVIN JOSEPH HESLIN,
12 Designated Officer for Respondent,
13 CHURCH CAPITAL CORPORATION

14 11-23-2022

15 DATED



16 KEVIN JOSEPH HESLIN,
17 Respondent

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

20 11/23/22

21 DATED



22 Joshua A. Rosenthal,
23 Attorney for Respondents,
24 CHURCH CAPITAL CORPORATION
25 and, KEVIN JOSEPH HESLIN

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 MAR 02 2023

IT IS SO ORDERED 1.24.23, 2022.

REAL ESTATE COMMISSIONER



DOUGLAS R. McCAULEY