

FILED

AUG 31 2022

DEPT. OF REAL ESTATE

By 

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8 *Attorney for Complainant*

8 BEFORE THE DEPARTMENT OF REAL ESTATE

9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of
12 ROBERT MILTON PRESTWOOD,
13 Respondent.

No. H-42109-LA

STIPULATION AND AGREEMENT

14
15 It is hereby stipulated and agreed by and between Respondent ROBERT MILTON
16 PRESTWOOD (“Respondent” or “PRESTWOOD”) and the Complainant, acting by and through
17 Laurence Haveson, Counsel for the Department of Real Estate (“Department”), as follows for the
18 purpose of settling and disposing of the Accusation filed on September 24, 2021 (“Accusation”)
19 in this matter:

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

25 2. Respondent has received, read, and understands the Statement to Respondent, the
26 Discovery Provisions of the APA, and the Accusation filed by the Department of Real Estate in
27 this proceeding.

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1 3. On October 6, 2021, Respondent filed a Notice of Defense pursuant to section
2 11506 of the Government Code for the purpose of requesting a hearing on the allegations in the
3 Accusation. Respondent hereby freely and voluntarily withdraws said Notice of Defense.
4 Respondent acknowledges that he understands that by withdrawing said Notice of Defense,
5 Respondent will thereby waive his right 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 Respondent will waive other rights afforded to
8 him in connection with the hearing such as the right to present evidence in defense of the
9 allegations in the Accusation and the right to cross-examine witnesses.

10 4. Respondent, pursuant to the limitations set forth below, hereby admits that the
11 factual allegations (or findings of fact as set forth below) in Paragraphs 3 through 17 of the
12 Accusation filed in this proceeding are true and correct and the Real Estate Commissioner shall
13 not be required to provide further evidence of such allegations.

14 5. It is understood by the parties that the Real Estate Commissioner may adopt the
15 Stipulation and Agreement as his Decision in this matter, thereby imposing the penalty and
16 sanctions on Respondent’s real estate license and license rights as set forth in the below “Order.”
17 In the event that the Commissioner in his discretion does not adopt the Stipulation, it shall be void
18 and of no effect, and Respondent shall retain the right to a hearing and proceeding on the
19 Accusation under all the provisions of the APA and shall not be bound by any admission or waiver
20 made herein.

21 6. The Order or any subsequent Order of the Commissioner made pursuant to this
22 Stipulation shall not constitute an estoppel, merger or bar to any further administrative or civil
23 proceedings by the Department with respect to any matters that were not specifically alleged to be
24 causes for the Accusation in this proceeding.

25 7. Respondent understands that by agreeing to this Stipulation, Respondent agrees to
26 pay, pursuant to Business and Professions Code Section 10106, the cost of the investigation and
27 enforcement of this matter. The amount of the investigation costs is \$2,168.75 and the amount of
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1 the enforcement costs is \$777.60, for total costs of \$2,946.35, therefore, Respondent agrees to pay
2 \$2,946.35 in costs.

3 **DETERMINATION OF ISSUES**

4 8. By reason of the foregoing stipulations, admissions, and waivers, and solely
5 for the purpose of settlement of the pending Accusation without a hearing, it is stipulated and
6 agreed that the following Determination of Issues shall be made:

7 9. The conduct, acts, and/or omissions of Respondent as described in the Accusation,
8 constitute cause for the suspension or revocation of all real estate licenses and license rights of
9 Respondent under California Business and Professions Code ("Code") sections 10159.5, 10235,
10 10235.5, 10236.4, and 10240, and 10177(d) and/or 10177(g), and Title 10, Chapter 6, California
11 Code of Regulations ("Regulations") section 2731, 2773(a), 2847.3, and 2848.

12 **ORDER**

13 All licenses and licensing rights of Respondent PRESTWOOD under the Real Estate Law
14 are revoked; provided, however: (1) a restricted real estate broker license and restricted officer
15 licenses shall be issued to Respondent PRESTWOOD pursuant to Section 10156.5 of the Code if
16 Respondent makes application therefore and pays to the Department the appropriate fees for a
17 restricted broker license and a restricted officer license within ninety (90) days from the effective
18 date of this Decision and Order. The restricted broker license and restricted officer license issued
19 to Respondent PRESTWOOD shall be subject to all of the provisions of Section 10156.7 of the
20 Code and to the following limitations, conditions and restrictions imposed under authority of
21 Section 10156.6 of the Code:

22 1. The restricted broker license and restricted officer license issued to Respondent
23 PRESTWOOD may be suspended prior to hearing by Order of the Commissioner in the event of
24 Respondent's conviction, or entry of a plea of guilty or no contest, for a crime that is substantially
25 related to the qualifications, functions, or duties of a real estate licensee.

26 2. The restricted broker license and restricted officer license issued to Respondent
27 PRESTWOOD may be suspended prior to hearing by Order of the Real Estate Commissioner on
28 evidence satisfactory to the Commissioner that Respondent has violated provisions of the

1 California Real Estate Law, the Subdivided Lands Law, Regulations of the Real Estate
2 Commissioner or conditions attaching to the restricted licenses.

3 3. Respondent PRESTWOOD shall not be eligible to apply for the issuance of
4 unrestricted real estate broker or officer licenses nor for removal of any of the conditions,
5 limitations or restrictions of a restricted license until four (4) years have elapsed from the effective
6 date of this Decision and Order.

7 4. Respondent PRESTWOOD shall, within six (6) months before or after the effective
8 date of this Decision and Order, take and pass the Professional Responsibility Examination
9 administered by the Department, including the payment of the appropriate examination fee. If
10 Respondent fails to satisfy this condition, Respondent's real estate broker and officer licenses shall
11 automatically be suspended until he passes the examination.

12 5. Respondent PRESTWOOD shall pay the sum of \$2,946.35, for the Commissioner's
13 reasonable cost of the investigation and enforcement that led to this disciplinary action, **within**
14 **one-hundred and eighty (180) days from the effective date of this Decision and Order.** Said
15 payment shall be in the form of a cashier's check made payable to the Department of Real Estate.
16 **The investigative and enforcement costs must be delivered to the Department of Real Estate,**
17 **Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013. Payment of investigation and**
18 **enforcement costs should not be made until the Stipulation has been approved by the**
19 **Commissioner.** If Respondent PRESTWOOD fails to satisfy this condition in a timely manner as
20 provided for herein, Respondent PRESTWOOD's real estate broker and officer licenses shall
21 automatically be suspended until payment is made in full, or until a decision providing otherwise
22 is adopted following a hearing held pursuant to this condition.

23 6. Respondent's signature indicates full agreement to the terms of this Stipulation and
24 Agreement and to the terms set forth herein.

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26 06/08/2022
DATED _____

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27 Laurence D. Haveson,
28 Counsel for Complainant

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EXECUTION OF THE STIPULATION

I have read the Stipulation and Agreement. I understand its terms and they are agreeable and acceptable to me. I understand that I am waiving rights given to me by the California Administrative Procedure Act (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 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.

Respondent can signify acceptance and approval of the terms and conditions of this Stipulation and Agreement by electronically e-mailing a copy of the signature pages, as actually signed by Respondent, to the Department. Respondent agrees, acknowledges, and understands that by electronically sending to the Department an electronic copy of Respondent's actual signature, as it appears on the Stipulation, that receipt of the emailed copy by the Department shall be as binding on Respondent as if the Department had received the original signed Stipulation. By signing this Stipulation, Respondent understands and agrees that Respondent may not withdraw his agreement or seek to rescind the Stipulation prior to the time the Commissioner considers and acts upon it or prior to the effective date of the Stipulation and Order.


MAILING

Respondent and his counsel shall, within five (5) business days from signing the Stipulation, mail the original signed signature page(s) of the Stipulation herein to Laurence Haveson, Attention: Legal Section, Department of Real Estate, 320 W. Fourth St., Room 350, Los Angeles, California 90013-1105.

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1 Respondent's signature below constitutes acceptance and approval of the terms and
2 conditions of this Stipulation. Respondent agrees, acknowledges, and understands that by signing
3 this Stipulation Respondent is bound by its terms as of the date of such signature and that this
4 agreement is not subject to rescission or amendment at a later date except by a separate Decision
5 and Order of the Real Estate Commissioner.

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7 DATED: 6/8/2022


Respondent ROBERT MILTON PRESTWOOD

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12 The foregoing Stipulation and Agreement in Settlement and Order is hereby adopted by me
13 as my Decision in this matter and shall become effective at 12 o'clock noon on
14 Sept. 20, 2022.

15 IT IS SO ORDERED 8.25.22, 2022.

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17 DOUGLAS R. McCAULEY
18 REAL ESTATE COMMISSIONER

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