

FLAG

Bureau of Real Estate
320 West Fourth Street, #350
Los Angeles, California 90013

(213) 576-6982
(213) 576-6905

FILED

APR 18 2017

BUREAU OF REAL ESTATE

By 

BEFORE THE BUREAU OF REAL ESTATE

STATE OF CALIFORNIA

In the Matter of the Accusation of)	No. H-40461 LA
)	OAH No. 2016120807
JASON MICHAEL KRAMER,)	
)	STIPULATION & AGREEMENT
Respondent.)	

It is hereby stipulated by and between Respondent JASON MICHAEL KRAMER (hereinafter "Respondent") and the Complainant, acting by and through Cheryl Keily, Counsel for the Bureau of Real Estate, as follows for the purpose of settling and disposing of the Accusation filed on December 9, 2016, in this matter:

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

2. Respondent has received, read and understands the Statement to Respondent,

1 the Discovery Provisions of the APA and the Accusation filed by the Bureau of Real Estate in
2 this proceeding.

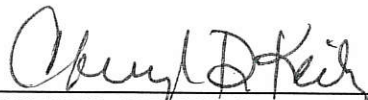
3 3. On December 9, 2016, Respondent was served with a blank Notice of Defense
4 pursuant to Section II506 of the Government Code for the purpose of requesting a hearing on the
5 allegations in the Accusation. On or about December 15, 2016, Respondent filed a Notice of
6 Defense to the allegations in the Accusation. Respondent hereby freely and voluntarily waives
7 said Notice of Defense. Respondent acknowledges that he understands that by waiving said
8 Notice of Defense he will thereby waive his right to require the Commissioner to prove the
9 allegations in the Accusation at a contested hearing held in accordance with the provisions of
10 the APA and that he will waive other rights afforded to her in connection with the hearing such
11 as the right to present evidence in defense of the allegations in the Accusation and the right to
12 cross-examine witnesses.
13

14
15 4. This Stipulation is based on the factual allegations contained in the Accusation
16 filed in this proceeding. In the interest of expedience and economy, Respondent chooses not to
17 contest these factual allegations, but to remain silent and understand that, as a result thereof,
18 these factual statements, will serve as a prima facie basis for the disciplinary action stipulated to
19 herein. The Real Estate Commissioner shall not be required to provide further evidence to prove
20 such allegations.
21

22 5. This Stipulation and Respondent's decision not to contest the Accusation are
23 made for the purpose of reaching an agreed disposition of this proceeding and are expressly
24 limited to this proceeding and any other proceeding or case in which the Bureau of Real Estate,
25 or another licensing agency of this state, another state or if the federal government is involved
26 and otherwise shall not be admissible in any other criminal or civil proceedings.
27

1 II. All licenses and licensing rights of Respondent are indefinitely suspended
2 unless or until Respondent pays the sum of \$1,946.15 for the Commissioner's reasonable cost of
3 the investigation and enforcement which led to this disciplinary action. Said payment shall be in
4 the form of a cashier's check made payable to the Bureau of Real Estate. The investigative and
5 enforcements costs must be delivered to the Bureau of Real Estate, Flag Section at P.O. Box
6 137013, Sacramento, California 95813-7013, within 60 days of the effective date of this Decision
7 and Order.

8
9 DATED: 3/2/17



CHERYL KEILY, Counsel for
the Complainant, the Bureau
of Real Estate

10
11 * * *


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

20 Respondent can signify acceptance and approval of the terms and conditions of
21 this Stipulation and Agreement by sending a hard copy of the original signed Stipulation and
22 Agreement to Cheryl Keily at the Bureau of Real Estate, 320 W. 4th Street, Ste. 350, Los
23 Angeles, California 90013. In the event of time constraints before an administrative hearing,
24 Respondent may signify acceptance and approval of the terms and conditions of this Stipulation
25 and Agreement by e-mailing a scanned copy of the signature page, as actually signed by
26 Respondent, to Cheryl Keily whose e-mail address is cheryl.keily@dre.ca.gov. Respondent
27 agrees, acknowledges and understands that by electronically sending the Bureau a scan of

1 Respondent's actual signature as it appears on the Stipulation and Agreement that receipt of the
2 scan by the Bureau shall be as binding on Respondent as if the Bureau had received the original
3 signed Stipulation and Agreement.


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

6 DATED: 2/13/2017



Michael P. Ruttle, Esq.
Attorney for Respondent
JASON MICHAEL KRAMER

11 DATED: 2/13/2017



JASON MICHAEL KRAMER
Respondent

14 ***

15 The foregoing Stipulation and Agreement is hereby adopted as my Decision in
16 this matter and shall become effective at 12 o'clock noon on **MAY 08 2017**

17 IT IS SO ORDERED 4/9/2017

19 Real Estate Commissioner



WAYNE S. BELL