

1 DEPARTMENT OF REAL ESTATE
2 P. O. Box 137007
3 Sacramento, CA 95813-7007
4 Telephone: (916) 263-8670

FILED

OCT 03 2018

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-3087 FR
)	
12 FRED W. DE LEON and,)	<u>STIPULATION AND AGREEMENT</u>
13 <u>JENNIFER ELAINE YAGER</u>)	<u>IN SETTLEMENT AND ORDER</u>
)	
14 Respondents.)	
15)	

16 It is hereby stipulated by and between Respondent JENNIFER ELAINE YAGER
17 (“Respondent”) and the Complainant, acting by and through Jason D. Lazark, Counsel for the
18 Department of Real Estate (“Department”), as follows for the purpose of settling and disposing
19 of the Accusation filed on March 26, 2018, in this matter:

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

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

1 3. On April 26, 2018, Respondent filed a Notice of Defense pursuant to Section
2 11505 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 Respondent understands that by withdrawing said Notice of
5 Defense, Respondent will thereby waive Respondent's right to require the Real Estate
6 Commissioner ("Commissioner") to prove the allegations in the Accusation at a contested
7 hearing held in accordance with the provisions of the APA and that Respondent will waive
8 other rights afforded to Respondent in connection with the hearing such as the right to present
9 evidence in defense of the allegations in the Accusation and the right to cross-examine
10 witnesses.

11 4. Respondent, pursuant to the limitations set forth below, hereby admits that
12 the factual allegations as set forth in the Accusation filed in this proceeding are true and correct
13 and the Commissioner shall not be required to provide further evidence of such allegations.

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

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

25 7. Respondent further understands that by agreeing to this Stipulation and
26 Agreement, Respondent agrees to be responsible for paying, pursuant to Section 10106 of the
27 Code, the costs of the investigation and enforcement of this case which resulted in the

1 determination that Respondent committed the violations found in the Determination of Issues.
2 The amount of such costs is \$4,369.65.

3 DETERMINATION OF ISSUES

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

7 The acts and omissions of Respondent, as described in the Accusation, are
8 grounds for the suspension or revocation of the licenses and license rights of Respondent under
9 the provisions of Sections 10130 and 10177(d) of the Code.

10 ORDER

11 All licenses and licensing rights of Respondent under the Real Estate Law are
12 suspended for a period of ninety (90) days from the effective date of this Order; provided,
13 however, that:

14 1. Forty-five (45) days of said suspension shall be stayed, upon the condition
15 that Respondent petition pursuant to Section 10175.2 of the Code and pays a monetary penalty
16 pursuant to Section 10175.2 of the Code at a rate of \$50.00 for each day of the suspension for a
17 total monetary penalty of \$2,250.00.

18 (a) Said payment shall be in the form of a cashier's check made payable to
19 the Department of Real Estate. Said check must be delivered to the
20 Department of Real Estate, Legal Section at P.O. Box 137007,
21 Sacramento, CA 95813-7007, prior to the effective date of this Order.

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

25 (c) If Respondent fails to pay the monetary penalty as provided above
26 prior to the effective date of this Order, the stay of the suspension shall be
27 vacated as to that Respondent and the order of suspension shall be

1 immediately executed, under this Order, in which event the said
2 Respondent shall not be entitled to any repayment nor credit, prorated or
3 otherwise, for the money paid to the Department under the terms of this
4 Order.

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

10 2. Forty-five (45) days of said suspension shall be stayed for two (2) years upon
11 the following terms and conditions:

12 (a) Respondent shall obey all laws, rules and regulations governing the rights,
13 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 upon
16 stipulation, that cause for disciplinary action occurred within two (2) years
17 from the effective date of this Order. Should such a determination be
18 made, the Commissioner may, in his discretion, vacate and set aside the
19 stay order and reimpose all or a portion of the stayed suspension. Should
20 no such determination be made, the stay imposed herein shall become
21 permanent.

22 3. Respondent shall, within six (6) months from the effective date of this
23 Decision and Order, take and pass the Professional Responsibility Examination administered by
24 the Department, including the payment of the appropriate examination fee. If Respondent
25 fails to satisfy this condition, Respondent's real estate license shall automatically be suspended
26 until Respondent passes the examination.

27 ///

1 4. All licenses and licensing rights of Respondent are indefinitely suspended
2 unless or until Respondent pays the sum of \$4,369.65 for the Commissioner's reasonable costs
3 of the investigation and enforcement which led to this disciplinary action. Said payment shall
4 be in the form of a cashier's check or certified check made payable to the Department of Real
5 Estate. The investigative and enforcement costs must be delivered to the Department of Real
6 Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective
7 date of this Order.

8
9 8/27/18

10 _____
 DATED



 JASON D. LAZARK, Counsel
 Department of Real Estate

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12 * * *

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

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Respondent further agrees to send the original signed Stipulation and Agreement by mail to the following address no later than one (1) week from the date the Stipulation and Agreement is signed by Respondent and Respondent's attorney: *Department of Real Estate, Legal Section, P.O. Box 137007, Sacramento, California 95813-7007*. Respondent understands and agrees that if they fail to return the original signed Stipulation and Agreement by the due date, Complainant retains the right to set this matter for hearing.

8/21/18
DATED

Jennifer Elaine Yager
JENNIFER ELAINE YAGER,
Respondent

* * *

The foregoing Stipulation and Agreement is hereby adopted as my Decision in this matter and shall become effective at 12 o'clock noon on **OCT 24 2018**

IT IS SO ORDERED September 28, 2018

DANIEL J. SANDRI
ACTING REAL ESTATE COMMISSIONER

Daniel J. Sandri