

1 BUREAU OF REAL ESTATE
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FILED

MAY 15 2015

BUREAU OF REAL ESTATE

By B. Contreras

8 BEFORE THE BUREAU OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of)

12) NO. H-5909 SAC

13 KLINE MANN REALTY GROUP, INC.,)
14 and JENNIFER SUE KLINE,)

STIPULATION AND AGREEMENT

15 Respondents.)
16)

17 It is hereby stipulated by and between Respondents KLINE MANN REALTY
18 GROUP, INC. ("KMG") and JENNIFER SUE KLINE ("KLINE"), (collectively
19 "Respondents"), acting by and through Frank M. Buda, Counsel for Respondents, and the
20 Complainant, acting by and through John W. Barron, Counsel for the Bureau of Real Estate, as
21 follows for the purpose of settling and disposing of the Accusation filed on November 14,
22 2012, 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
25 hearing was to be held in accordance with the provisions of the Administrative Procedure Act
26 ("APA"), shall instead and in place thereof be submitted solely on the basis of the provisions
27 of this Stipulation and Agreement.

H-5909 SAC

KLINE MANN REALTY GROUP, INC.
and JENNIFER SUE KLINE

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. On November 26, 2012, Respondents filed a Notice of Defense pursuant
5 to Section 11505 of the Government Code for the purpose of requesting a hearing on the
6 allegations in the Accusation. Respondents hereby freely and voluntarily withdraw said Notice
7 of Defense. Respondents acknowledge that Respondents understand that by withdrawing said
8 Notice of Defense, Respondents will thereby waive Respondents' right to require the
9 Commissioner to prove the allegations in the Accusation at a contested hearing held in
10 accordance with the provisions of the APA, and that Respondents will waive other rights
11 afforded to Respondents in connection with the hearing such as the right to present evidence in
12 defense of the allegations in the Accusation and the right to cross-examine witnesses.

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

19 5. This Stipulation and Respondents' decision not to contest the Accusation
20 are made for the purpose of reaching an agreed disposition of this proceeding and are expressly
21 limited to this proceeding and any other proceeding or case in which the Bureau of Real Estate,
22 the State or the federal government, an agency of this State, or an agency of another state is
23 involved.

24 6. It is understood by the parties that the Real Estate Commissioner may
25 adopt the Stipulation and Agreement as his decision in this matter, thereby imposing the penalty
26 and sanctions on Respondents' real estate licenses and license rights as set forth in the "Order"

1 below. In the event that the Commissioner in his discretion does not adopt the Stipulation and
2 Agreement, it shall be void and of no effect, and Respondents shall retain the right to a hearing
3 and proceeding on the Accusation under all the provisions of the APA and shall not be bound
4 by any admission or waiver made herein.

5 7. This Stipulation and Agreement shall not constitute an estoppel, merger
6 or bar to any further administrative or civil proceedings by the Bureau of Real Estate with
7 respect to any matters which were not specifically alleged to be causes for accusation in this
8 proceeding.

9 8. Respondents further understand that by agreeing to this Stipulation and
10 Agreement, the findings set forth below in the Determination of Issues become final, and that
11 the Commissioner may charge Respondent KLINE for the costs of the investigation herein.
12 The amount of such costs is \$2,950.50.

13 DETERMINATION OF ISSUES

14 By reason of the foregoing stipulations, admissions and waivers and solely for
15 the purpose of settlement of the pending Accusation without hearing, it is stipulated and agreed
16 that the acts and omissions of Respondent KLINE described in the Accusation are grounds for
17 the suspension or revocation of the licenses and license rights of Respondent KLINE under the
18 provisions of Sections 10177(d) (violation of real estate law) and 10177(g) (negligence or
19 incompetence).

20 ORDER

21 I

22 The Accusation filed herein against KLINE MANN REALTY GROUP, INC, is
23 dismissed without prejudice.

24 2

25 All licenses and licensing rights of KLINE under the Real Estate Law are
26 suspended for a period of ninety (90) days from the effective date of this Order; provided,
27

1 however, that:

2 1. Thirty (30) days of said suspension shall be stayed, upon the condition
3 that KLINE petitions pursuant to Section 10175.2 of the Business and Professions Code and pays
4 a monetary penalty pursuant to Section 10175.2 of the Business and Professions Code at a rate
5 of \$75.00 for each day of the suspension for a total monetary penalty of \$2,250.00.

6 a. Said payment shall be in the form of a cashier's check or certified
7 check made payable to the Recovery Account of the Real Estate Fund. Said check must be
8 delivered to the Department prior to the effective date of the Decision in this matter.

9 b. No further cause for disciplinary action against the real estate
10 license of KLINE occurs within two (2) years from the effective date of the decision in this
11 matter.

12 c. If KLINE fails to pay the monetary penalty in accordance with the
13 terms and conditions of the Decision, the Commissioner may, without a hearing, order the
14 immediate execution of all or any part of the stayed suspension, in which event, KLINE shall not
15 be entitled to any repayment nor credit, prorated or otherwise, for money paid to the Department
16 under the terms of this decision.

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

20 2. The remaining sixty (60) days of said suspension shall be stayed for two
21 (2) years upon the following terms and conditions:

22 a. KLINE shall obey all laws, rules and regulations governing the
23 rights, duties and responsibilities of a real estate licensee in the State of California; and

24 b. That no final subsequent determination be made, after hearing or
25 upon stipulation, that cause for disciplinary action occurred within two (2) years from the
26 effective date of this Order. Should such a determination be made, the Commissioner may, in
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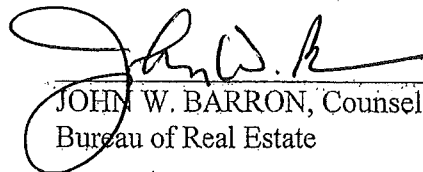
1 his discretion, vacate and set aside the stay order and re-impose all or a portion of the stayed
2 suspension. Should no such determination be made, the stay imposed herein shall become
3 permanent.

4 3. KLINE shall, within six (6) months from the effective date of this Order,
5 take and pass the Professional Responsibility Examination administered by the Department,
6 including the payment of the appropriate examination fee. If KLINE fails to satisfy this
7 condition, the Commissioner may order the suspension of all licenses and licensing rights of
8 KLINE until KLINE passes the examination.

9 4. All licenses and licensing rights of KLINE are indefinitely suspended
10 unless or until Respondent pays the sum of \$2,950.50 for the Commissioner's reasonable cost
11 of the investigation and enforcement which led to this disciplinary action. Said payment shall
12 be in the form of a cashier's check or certified check made payable to the Real Estate Fund.
13 Said check must be received by the Department prior to the effective date of the Order in this
14 matter.

15 5. All licenses and licensing rights of KLINE are indefinitely suspended
16 unless or until KLINE provides evidence to the Commissioner sufficient to demonstrate that
17 she has repaid to Lei Wang the \$2,995 collected from him by KLINE as a fee, as set forth in
18 the Accusation.

19 3/29/15
20 DATED

21 
22 JOHN W. BARRON, Counsel
23 Bureau of Real Estate

24 * * *

25 I have read the Stipulation and Agreement and its terms are understood by me
26 and are agreeable and acceptable to me. I understand that I am waiving rights given to me by
27 the California Administrative Procedure Act (including but not limited to Sections 11506,

1 11508, 11509, and 11513 of the Government Code), and I willingly, intelligently, and
2 voluntarily waive those rights, including the right of requiring the Commissioner to prove the
3 allegations in the Accusation at a hearing at which I would have the right to cross-examine
4 witnesses against me and to present evidence in defense and mitigation of the charges.

5 March 18, 2015

6 DATED

Jennifer Kline

JENNIFER SUE KLINE
Respondent and as the Designated
Officer/Broker for Respondent
KLINE MANN REALTY GROUP, INC.

9
10 * * *

11 *I have reviewed this Stipulation and Agreement and Order as to form and*
12 *content and have advised my client accordingly.*

13 3-23-15

14 DATED

Frank M. Buda

FRANK M. BUDA
Attorney for Respondents, KLINE MANN
REALTY GROUP, INC. and JENNIFER
SUE KLINE

16
17 * * *

18 The foregoing Stipulation and Agreement is hereby adopted by me as my
19 Decision in this matter as to Respondents KLINE MANAGEMENT GROUP, INC. and
20 JENNIFER SUE KLINE and shall become effective at 12 o'clock noon on

21 JUN 4 2015

22 IT IS SO ORDERED

April 28 2015

24 REAL ESTATE COMMISSIONER

25 

26 By: JEFFREY MASON
27 Chief Deputy Commissioner