

FILED

JUN 06 2013

DEPARTMENT OF REAL ESTATE

By *[Signature]*

Department of Real Estate  
P.O. Box 187007  
Sacramento, CA 95818-7007

Telephone: (916) 227-0781

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

\* \* \*

In the Matter of the Accusation of

MICHAEL ALAN LITTMAN,

Respondent.

No. H-11523 SF

STIPULATION AND  
AGREEMENT

It is hereby stipulated by and between MICHAEL ALAN LITTMAN (Respondent), represented by Jacqueline C. Fagerlin, and the Complainant, acting by and through Truly Sughrue, Counsel for the Department of Real Estate (Department), as follows for the purpose of settling and disposing the Accusation (Accusation) filed on February 26, 2013 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.

2. Respondent has received, read, and understands the Statement to Respondent, and the Discovery Provisions of the APA filed by the Department in this proceeding.

1                   3.       Respondent filed a Notice of Defense pursuant to Section 11505 of the  
2 Government Code for the purpose of requesting a hearing on the allegations in the Accusation.  
3 Respondent hereby freely and voluntarily withdraws said Notice of Defense. Respondent  
4 acknowledges that he understands that by withdrawing said Notice of Defense he will thereby  
5 waive his rights to require the Real Estate Commissioner (Commissioner) to prove the  
6 allegations in the Accusation at a contested hearing held in accordance with the provisions of the  
7 APA, and that they will waive other rights afforded to them in connection with the hearing such  
8 as the right to present evidence in defense of the allegations in the Accusation and the right to  
9 cross-examine witnesses.

10                   4.       This stipulation is based on the factual allegations contained in the  
11 Accusation. In the interest of expediency and economy, Respondent chooses not to contest these  
12 factual allegations, but to remain silent and understands that, as a result thereof, these factual  
13 statements will serve as a prima facie basis for the "Determination of Issues" and "Order" set  
14 forth below. The Commissioner shall not be required to provide further evidence to prove such  
15 allegations.

16                   5.       This Stipulation and Respondent's decision not to contest the Accusation  
17 are made for the purpose of reaching an agreed disposition of this proceeding and are expressly  
18 limited to this proceeding and any other proceeding or case in which the Department, the state or  
19 federal government, an agency of this state, or an agency of another state is involved.

20                   6.       It is understood by the parties that the Commissioner may adopt the  
21 Stipulation and Agreement as his decision in this matter thereby imposing the penalty and  
22 sanctions on the real estate licenses and license rights of Respondent as set forth in the below  
23 "Order". In the event that the Commissioner in his discretion does not adopt the Stipulation and  
24 Agreement, it shall be void and of no effect, and Respondent shall retain the right to a hearing  
25 and proceeding on the Accusations under all the provisions of the APA and shall not be bound by  
26 any admission or waiver made herein.  
27

1           7.     The Order or any subsequent Order of the Commissioner made pursuant to  
2 this Stipulation and Agreement shall not constitute an estoppel, merger or bar to any further  
3 administrative or civil proceedings by the Department with respect to any matters which were not  
4 specifically alleged to be causes for action in Accusation H-11523 SF.

5                                 \* \* \*

6                                 DETERMINATION OF ISSUES

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

10                                I

11           The acts and omissions of Respondent as described in the Accusation are  
12 grounds for the suspension or revocation of Respondent's licenses and license rights under  
13 Section 10177(d) of the Code in conjunction with Section 10145 of the Code and Section  
14 10186.2 of the Code.

15                                \* \* \*

16                                ORDER

17                                I

18           All licenses and licensing rights of Respondent under the Real Estate Law are  
19 suspended for a period of fifteen (15) days from the effective date of this Order; provided,  
20 however, that:

21 1) Fifteen (15) days of said suspension shall be stayed, upon the condition that Respondent  
22 petition pursuant to Section 10175.2 of the Code and pays a monetary penalty pursuant to  
23 Section 10175.2 of the Code at a rate of \$25 for each day of the suspension for a total  
24 monetary penalty of \$375.

25 a) Said payment shall be in the form of a cashier's check or certified check made payable to  
26 the Consumer Recovery Account of the Real Estate Fund. Said check must be delivered  
27 to the Department prior to the effective date of the Order in this matter.

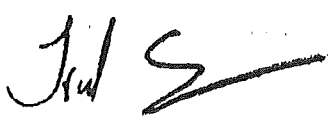
1 b) No further cause for disciplinary action against the Real Estate licenses of Respondent  
2 occurs within two (2) years from the effective date of the decision in this matter.

3 c) If Respondent fails to pay the monetary penalty as provided above prior to the effective  
4 date of this Order, the stay of the suspension shall be vacated as to that Respondent and  
5 the order of suspension shall be immediately executed, under this Order, in which event  
6 the said Respondent shall not be entitled to any repayment nor credit, prorated or  
7 otherwise, for the money paid to the Department under the terms of this Order.

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

13  
14 APR 11 2013

15 DATED

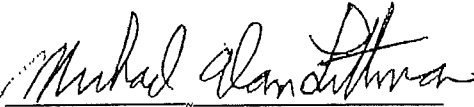
  
16 TRULY SUGHRUE  
Counsel for Complainant

17 \* \* \*

18 I have read the Stipulation and Agreement, discussed it with my counsel, and its  
19 terms are understood by me and are agreeable and acceptable to me. I understand that I am  
20 waiving rights given to me by the California Administrative Procedure Act, and I willingly,  
21 intelligently and voluntarily waive those rights, including the right of requiring the  
22 Commissioner to prove the allegations in the Accusations at a hearing at which I would have the  
23 right to cross-examine witnesses against me and to present evidence in defense and mitigation of  
24 the charges.

25 4-8-13

26 DATED

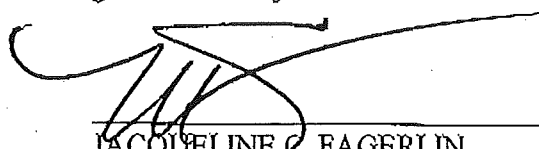
  
27 MICHAEL ALAN LITTMAN  
Respondent

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

4/11/13

DATED

  
JACQUELINE C. FAGERLIN  
Attorney for Respondent

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The foregoing Stipulation and Agreement is hereby adopted as my Decision and  
shall become effective at 12 o'clock noon on JUN 26 2013.

IT IS SO ORDERED MAY 13, 2013

Real Estate Commissioner



By: Jeffrey Mason  
Chief Deputy Commissioner