

7-10-12

1 Department of Real Estate
2 320 West 4th Street, Suite 350
3 Los Angeles, CA 90013-1105

4 Telephone: (213) 576-6982

FILED

SEP 14 2012

DEPARTMENT OF REAL ESTATE

BY: 

8 BEFORE THE DEPARTMENT OF REAL ESTATE

9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation)	No. H-37920 LA
)	No. L-2012031193
)	
12 JASON JEROME HILT,)	<u>STIPULATION AND</u>
)	<u>AGREEMENT</u>
)	
13 Respondent.)	
)	

14
15
16 It is hereby stipulated by and between JASON JEROME
17 HILT, (sometimes referred to as "Respondent"), and the
18 Respondent's attorney Thomas B. Sheridan, Esq., and the
19 Complainant, acting by and through Cheryl D. Keily, Counsel for
20 the Department of Real Estate, as follows for the purpose of
21 settling and disposing of the Accusation filed on February 29,
22 2012, in this matter.

23
24 1. All issues which were to be contested and all
25 evidence which was to be presented by Complainant and Respondent
26 at a formal hearing on the Accusation, which hearing was to be
27 held in accordance with the provisions of the Administrative
Procedure Act (APA), shall instead and in place thereof be

1 submitted solely on the basis of the provisions of this
2 Stipulation and Agreement.

3 2. Respondent has received, read and understands the
4 Statement to Respondent, the Discovery Provisions of the APA and
5 the Accusation filed by the Department of Real Estate
6 ("Department") in this proceeding.

7 3. On March 9, 2012, Respondent filed a Notice of
8 Defense, pursuant to Section 11506 of the Government Code for
9 the purpose of requesting a hearing on the allegations in the
10 Accusation. Respondent hereby freely and voluntarily withdraws
11 said Notice of Defense. Respondent acknowledges that he
12 understands that by withdrawing said Notice of Defense he will
13 thereby waive his right to require the Commissioner to prove the
14 allegations in the Accusation at a contested hearing held in
15 accordance with the provisions of the APA and that he will waive
16 other rights afforded to him in connection with the hearing,
17 such as the right to present evidence in defense of the
18 allegations in the Accusation and the right to cross-examine
19 witnesses.

20 4. It is understood by the parties that the Real
21 Estate Commissioner may adopt the Stipulation and Agreement as
22 his decision in this matter, thereby imposing the penalty and
23 sanctions on Respondent's real estate licenses and license
24 rights as set forth in the below "Order". In the event that
25 the Commissioner in his discretion does not adopt the
26 Stipulation and Agreement, it shall be void and of no effect,
27 and Respondent shall retain the right to a hearing and

1 proceeding on the Accusation under all the provisions of the
2 APA and shall not be bound by any admission or waiver made
3 herein.

4 5. This Stipulation is based on the factual
5 allegations contained in the Accusation. In the interest of
6 expedience and economy, Respondent chooses not to contest these
7 allegations, but to remain silent and understand that, as a
8 result thereof, these factual allegations, without being
9 admitted or denied, will serve as a prima facie basis for the
10 disciplinary action stipulated to herein. The Real Estate
11 Commissioner shall not be required to provide further evidence
12 to prove said factual allegations.
13

14 6. This Stipulation and Respondents' decision not to
15 contest the Accusation are made for the purpose of reaching an
16 agreed disposition of this proceeding, and are expressly
17 limited to this proceeding and any other proceeding or case in
18 which the Department of Real Estate, or another licensing
19 agency of this state, another state or the federal government
20 is involved and otherwise shall not be admissible in any other
21 criminal or civil proceedings.
22

23 7. The Order or any subsequent Order of the Real
24 Estate Commissioner made pursuant to this Stipulation and
25 Agreement shall not constitute an estoppel, merger or bar to any
26 further administrative or civil proceedings by the Department of
27 Real Estate with respect to any matters which were not

1 specifically alleged to be causes for accusation in this
2 proceeding.

3 DETERMINATION OF ISSUES

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

8 The Conduct of Respondent, as described in the
9 Accusation, is grounds for the suspension or revocation of all
10 of the real estate licenses and license rights of Respondent
11 under the provisions of Sections 10085, 10137 and 10177(g) of
12 the Business and Professions Code.

13 ORDER

14 WHEREFORE, THE FOLLOWING ORDER is hereby made:

15 I. ALL licenses and licensing rights of Respondent
16 JASON JEROME HILT under the Real Estate Law are suspended for a
17 period of sixty (60) days from the effective date of this
18 Decision; provided, however, that the entire period of said
19 suspension shall be stayed for two (2) years upon the following
20 terms and conditions:

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

24 B. That no final subsequent determination be made,
25 after hearing or upon stipulation, that cause for disciplinary
26 action occurred within two (2) years of the effective date of
27 this Decision. Should such a determination be made, the

1 Commissioner may, in his discretion, vacate and set aside the
2 stay order and reimpose all or a portion of the stayed
3 suspension. Should no such determination be made, the stay
4 imposed herein shall become permanent.

5 II. Respondent shall, within six months from the
6 effective date of this Decision, take and pass the Professional
7 Responsibility Examination administered by the Department
8 including the payment of the appropriate examination fee. If
9 Respondent fails to satisfy this condition, the Commissioner may
10 order suspension of Respondent's license until Respondent passes
11 the examination.
12

13 III. Within six months of the effective date of the
14 Decision, Respondent shall make restitution to those persons
15 who allegedly suffered monetary loss as a result of the
16 allegations set forth in the Accusation filed in this case as
17 follows:
18

19 1. Respondent shall provide proof of restitution
20 satisfactory to the Real Estate Commissioner of restitution to
21 the following individuals and in the amounts specified:

- 22 a. Andrew Winston in the amount of \$850; and
23 b. Michelle Chen Law in the amount of \$2,600.

24 2. All proof of payment of restitution shall be
25 submitted to Department Counsel Cheryl Keily, Attention: Legal
26 Section, Department of Real Estate, 320 W. Fourth St., Suite
27 350, Los Angeles, California 90013-1105, on or before the time
set for performance.

1 3. If Respondent fails to satisfy these conditions,
2 the Real Estate Commissioner may order suspension of
3 Respondent's license until Respondent provides proof of
4 restitution satisfactory to the Commissioner.

5
6 DATED: Aug 9, 2012

Cheryl D. Kelly
CHERYL D. KEILY, Counsel
DEPARTMENT OF REAL ESTATE

8 * * *


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

20 I have read the provisions of Section 2945.2(c), Title
21 10, Chapter 6, Code of Regulations, and am executing this
22 Stipulation and Agreement in reliance thereon.

23 Respondent can signify acceptance and approval of the
24 terms and conditions of this Stipulation and Agreement by faxing
25 a copy of its signature page, as actually signed by Respondent,
26 to the Department at the following telephone/fax number (213)
27 576-6917. Respondent agrees, acknowledges, and understands that
by electronically sending to the Department a fax copy of his

1 actual signature as it appears on the Stipulation and Agreement,
 2 that receipt of the faxed copy by the Department shall be as
 3 binding on Respondent as if the Department had received the
 4 original signed Stipulation and Agreement.

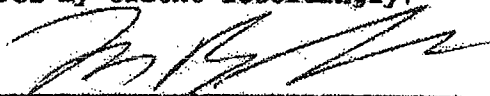
5
 6 DATED: 8/9/12



 JASON JEROME HILT
 Respondent

7
 8
 9 I have reviewed the Stipulation and Agreement as to
 form and content and have advised my client accordingly.

10
 11 DATED: 8/9/12



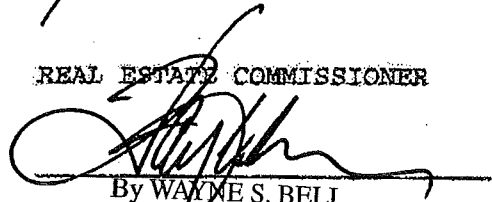
 Thomas B. Sheridan, Esq.
 Attorney for Respondent
 JASON JEROME HILT

12
 13
 14 * * *

15 The foregoing Stipulation and Agreement is hereby
 16 adopted as my Decision in this matter and shall become effective
 17 at 12 o'clock noon on OCT 04 2012, 2012.

18 IT IS SO ORDERED 9/11, 2012.

19
 20 REAL ESTATE COMMISSIONER



 By WAYNE S. BELL
 Chief Counsel