

1 Bureau of Real Estate  
2 320 West Fourth Street, #350  
3 Los Angeles, California 90013

**FILED**

APR 01 2014

BUREAU OF REAL ESTATE

By

7 BEFORE THE BUREAU<sup>1</sup> OF REAL ESTATE  
8 STATE OF CALIFORNIA

9 \* \* \*

10 In the Matter of the Accusation of

) CalBRE Case No. H-38916 LA  
) OAH Case No. L-2013100893

11 KENNEDY REAL ESTATE MANAGEMENT INC.,

12 a corporate real estate broker; and  
13 JONATHAN L. KENNEDY, individually,  
14 and as designated broker-officer of  
Kennedy Real Estate Management Inc.,

) STIPULATION AND  
) AGREEMENT

15 Respondents.

16 It is hereby stipulated by and between KENNEDY REAL ESTATE  
17 MANAGEMENT INC., by and through JONATHAN L. KENNEDY, designated broker  
18 officer, represented by Mary Work, attorney at law, in this matter, and the Complainant, acting  
19 by and through Martha J. Rosett, Counsel for the Bureau of Real Estate, as follows for the  
20 purpose of settling and disposing of the Accusation filed on June 19, 2013:

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

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27 <sup>1</sup> Effective July 1, 2013, the Bureau of Real Estate became the Bureau of Real Estate ("Bureau"). All further references to the agency are to the successor Bureau.

1                   2. Respondent has received, read and understands the Statement to Respondent,  
2 the Discovery Provisions of the APA and the Accusation filed by the Bureau of Real Estate  
3 (“Bureau”) in this proceeding.

4                   3. On or about October 8, 2013, Respondent filed a Notice of Defense pursuant  
5 to Section 11506 of the Government Code for the purpose of requesting a hearing on the  
6 allegations in the Accusation. In order to effectuate this settlement, Respondent hereby freely  
7 and voluntarily withdraws said Notice of Defense. Respondent acknowledges that it  
8 understands that by withdrawing said Notice of Defense, it will thereby waive its right to  
9 require the Commissioner to prove the allegations in the Accusation at a contested hearing held  
10 in accordance with the provisions of the APA and that it will waive other rights afforded to it  
11 in connection with the hearing such as the right to present evidence in defense of the  
12 allegations in the Accusation and the right to cross-examine witnesses.

13                   4. Respondent, pursuant to the limitations set forth below, although not  
14 admitting or denying the truth of the allegations, will not contest the factual allegations  
15 contained in the Accusation filed in this proceeding and the Real Estate Commissioner shall  
16 not be required to provide further evidence of such allegations.

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

24                   6. The Order or any subsequent Order of the Real Estate Commissioner made  
25 pursuant to this Stipulation and Agreement shall not constitute an estoppel, merger or bar to  
26 any further administrative proceedings by the Bureau with respect to any matters which were  
27 not specifically alleged to be causes for accusation in this proceeding.

1           7. This Stipulation and Respondent's decision not to contest the Accusation are  
2 made for the purpose of reaching an agreed disposition of this proceeding, and are expressly  
3 limited to this proceeding and any other proceeding or case in which the Bureau, or another  
4 licensing agency of this state, another state, or of the federal government is involved, and  
5 otherwise shall not be admissible in any other criminal or civil proceedings.

6                           DETERMINATION OF ISSUES

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

10           The conduct, acts or omissions of Respondent KENNEDY REAL ESTATE  
11 MANAGEMENT INC. as set forth in the Accusation constitute cause to suspend or revoke the  
12 real estate license and licensing rights of Respondent KENNEDY REAL ESTATE  
13 MANAGEMENT INC. pursuant to Business and Professions Code Section 10177(d), in  
14 conjunction with Title 10, Chapter 6 of the California Code of Regulations, Regulation  
15 2742(c).

16                           ORDER

17           WHEREFORE, THE FOLLOWING ORDER is hereby made:

18           All licenses and licensing rights of Respondent KENNEDY REAL ESTATE  
19 MANAGEMENT INC. under the Real Estate Law are suspended indefinitely until such time as  
20 Respondent provides proof satisfactory to the Commissioner that its corporate rights and  
21 privileges have been reinstated, and that it is a corporation in good standing in the State of  
22 California.

23  
24 DATED: 2/20/14

25                           MARTHA J. ROSETT  
26                           Counsel for Complainant

27                           \* \* \*

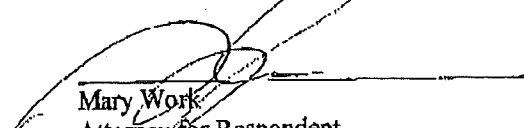
1 Respondent, though its representative, has read the Stipulation and Agreement,  
2 has discussed it with counsel, and its terms are understood and are agreeable and acceptable.  
3 Respondent understands that it is waiving rights under the California Administrative Procedure  
4 Act (including but not limited to Sections 11506, 11508, 11509 and 11513 of the Government  
5 Code), and willingly and voluntarily waives those rights, including the right of requiring the  
6 Commissioner to prove the allegations in the Accusation at a hearing at which Respondent  
7 would have the right to cross-examine Complainant's witnesses and to present evidence in  
8 defense and mitigation of the charges.

9 Respondent may signify acceptance and approval of the terms and conditions of  
10 this Stipulation and Agreement by faxing a copy of the signature page, as actually signed, to the  
11 Bureau at the following fax number (213) 576-6917. Respondent agrees, acknowledges and  
12 understands that by electronically sending to the Bureau a fax copy of the actual signature as it  
13 appears on the Stipulation that receipt of the faxed copy by the Bureau shall be as binding on  
14 Respondent as if the Bureau had received the original signed Stipulation and Agreement.

15  
16 DATED: 2-19-2014

  
KENNEDY REAL ESTATE MANAGEMENT  
INC., by and through JONATHAN L.  
KENNEDY, designated broker-officer

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19 DATED: 2/20/2014

  
Mary Work  
Attorney for Respondent

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1                    The foregoing Stipulation and Agreement is hereby adopted as my Decision in  
2 this matter and shall become effective at 12 o'clock noon on APR 22 2014.

3  
4 IT IS SO ORDERED 3/11/2014.

6 REAL ESTATE COMMISSIONER

7  
8   
9 Wayne S. Bell