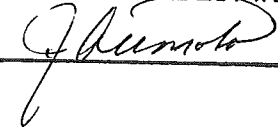


1 Bureau of Real Estate
2 320 West Fourth Street, #350
3 Los Angeles, California 90013

FILED

APR 01 2014

BUREAU OF REAL ESTATE

By 

7 BEFORE THE BUREAU¹ OF REAL ESTATE
8 STATE OF CALIFORNIA

9 * * *

10 In the Matter of the Accusation of) CalBRE Case No. H-38916 LA
11) OAH Case No. L-2013100893
12 KENNEDY REAL ESTATE MANAGEMENT INC.,)
13 a corporate real estate broker; and) STIPULATION AND
14 JONATHAN L. KENNEDY, individually,) AGREEMENT
15 and as designated broker-officer of)
Kennedy Real Estate Management Inc.,)
Respondents.)

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

26
27 ¹ 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 he
8 understands that by withdrawing said Notice of Defense, he 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 he will waive other rights afforded to
11 him 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 JONATHAN L. KENNEDY, as
11 set forth in the Accusation constitute cause to suspend or revoke the real estate license and
12 licensing rights of JONATHAN L. KENNEDY pursuant to Business and Professions Code
13 Section 10177(h), in conjunction with Code Sections 10159.2, 10177(d) and Title 10, Chapter
14 6 of the California Code of Regulations, Regulation 2742(c).

15 ORDER

16 WHEREFORE, THE FOLLOWING ORDER is hereby made:

17 All licenses and licensing rights of Respondent JONATHAN L. KENNEDY
18 under the Real Estate Law are suspended for a period of forty- five (45) days from the effective
19 date of this Decision; provided, however, that if Respondent petitions, said suspension shall be
20 stayed upon condition that :

21 1. Respondent pays a monetary penalty pursuant to Section 10175.2 of the
22 Business and professions Code of \$3,000.00.

23 2. Said payment shall be in the form of a cashier's check or certified check made
24 payable to the Recovery Account of the Real Estate Fund. Said check must be received by the
25 Bureau prior to the effective date of the Decision in this matter.

26 3. No further cause for disciplinary action against the real estate license of
27 Respondent occurs within one year from the effective date of the Decision in this matter.

1 4. If Respondent fails to pay the monetary penalty in accordance with the terms
2 and conditions of the Decision, the Commissioner may, without a hearing, order the immediate
3 execution of all or any part of the stayed suspension in which event the Respondent shall not be
4 entitled to any repayment nor credit, prorated or otherwise, for money paid to the Bureau under
5 the terms of this Decision.

6 5. If Respondent pays the monetary penalty and if no further cause for
7 disciplinary action against the real estate license of Respondent occurs within one year from the
8 effective date of the Decision, the stay hereby granted shall become permanent.

9 6. Pursuant to Section 10106 of the Business and Professions Code, Respondent
10 shall, prior to the effective date of this Order, pay the Commissioner's reasonable cost of
11 investigation and enforcement of the case leading to this disciplinary action in the amount of
12 \$1,200.00.

13
14 DATED: 2/20/14


15 MARTHA J. ROSETT
16 Counsel for Complainant

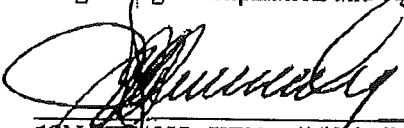
17 * * *

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

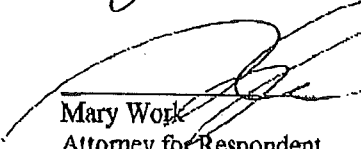
26 Respondent may signify acceptance and approval of the terms and conditions of
27 this Stipulation and Agreement by faxing a copy of the signature page, as actually signed, to the

1 Bureau at the following fax number (213) 576-6917. Respondent agrees, acknowledges and
2 understands that by electronically sending to the Bureau a fax copy of the actual signature as it
3 appears on the Stipulation that receipt of the faxed copy by the Bureau shall be as binding on
4 Respondent as if the Bureau had received the original signed Stipulation and Agreement.

5
6 DATED: 2-19-2014


JONATHAN L. KENNEDY, individually and as
designated broker-officer of KENNEDY REAL
ESTATE MANAGEMENT INC.

7
8
9 DATED: 2/20/2014


Mary Work
Attorney for Respondent

10
11
12 * * *

13 The foregoing Stipulation and Agreement is hereby adopted as my Decision in
14 this matter and shall become effective at 12 o'clock noon on _____
15

16 IT IS SO ORDERED _____
17

18 REAL ESTATE COMMISSIONER
19

20
21 _____
22 Wayne S. Bell
23
24
25
26
27

1 Bureau at the following fax number (213) 576-6917. Respondent agrees, acknowledges and
2 understands that by electronically sending to the Bureau a fax copy of the actual signature as it
3 appears on the Stipulation that receipt of the faxed copy by the Bureau shall be as binding on
4 Respondent as if the Bureau had received the original signed Stipulation and Agreement.

5
6 DATED: _____

7 JONATHAN L. KENNEDY, individually and as
8 designated broker-officer of KENNEDY REAL
ESTATE MANAGEMENT INC.

9
10 DATED: _____

11 Mary Work
12 Attorney for Respondent

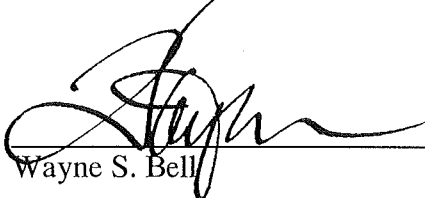
13 * * *

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

16
17 IT IS SO ORDERED

3/11/2014

18 REAL ESTATE COMMISSIONER

19
20
21 
22 Wayne S. Bell