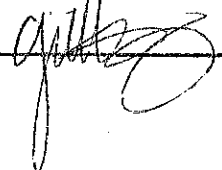


FILED

DEC 23 2015

BUREAU OF REAL ESTATE

By 

Bureau of Real Estate
320 West 4th Street, Suite 350
Los Angeles, California 90013

Telephone: (213) 576-6982

BEFORE THE BUREAU OF REAL ESTATE
STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of)

UGUR KEREM ORAL,)

Respondent.)

No. H-39975 LA

STIPULATION AND AGREEMENT

It is hereby stipulated by and between UGUR KEREM ORAL ("Respondent") (license no. 01511362), and the Complainant, acting by and through Diane Lee, Esq., Counsel for the Bureau of Real Estate, as follows for the purpose of settling and disposing of the First Amended Accusation filed on October 1, 2015 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 and read and understands the Statement to Respondent, the Discovery Provisions of the APA, and the Accusation filed by the Bureau of

1 Real Estate in this proceeding.

2 3. Respondent did not file a Notice of Defense pursuant to California
3 Government Code section 11506 for the purpose of requesting a hearing on the allegations in the
4 Accusation. Respondent acknowledges that he understands that by not filing a Notice of
5 Defense, he thereby foregoes his right to require the Commissioner to prove the allegations in the
6 Accusation at a contested hearing held in accordance with the provisions of the APA and that he
7 will waive other rights afforded to him in connection with the hearing such as the right to present
8 evidence in his defense and the right to cross-examine witnesses.

9 4. Respondent, pursuant to the limitations set forth below, hereby admits that the
10 factual allegations of the Accusation filed in this proceeding are true and correct and the Real
11 Estate Commissioner shall not be required to provide further evidence of such allegations.

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

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

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1 DETERMINATION OF ISSUES

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

5 The conduct of Respondent, as set forth in the Accusation, is grounds for the
6 suspension or revocation of all of the real estate licenses and license rights of Respondent under
7 the provision of California Business and Professions Code sections 475(a)(1), 480(d), 10177(a),
8 and 10177(f).

9
10 ORDER

11 WHEREFORE, THE FOLLOWING ORDER is hereby made:

12 1. All licenses and licensing rights of Respondent under the Real Estate Law are
13 suspended for a period of thirty (30) days from the effective date of this Decision and Order;
14 provided, however, that thirty (30) days of said suspension shall be stayed for two (2) years upon
15 the following terms and conditions:

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

18 b. That no final subsequent determination be made, after hearing or upon
19 stipulation, that cause for disciplinary action occurred within two (2) years from the effective
20 date of this Decision and Order. Should such a determination be made, the Commissioner may,
21 in his discretion, vacate and set aside the stay order and reimpose all or a portion of the stayed
22 suspension. Should no such determination be made, the stay imposed herein shall become
23 permanent.

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1 2. All licenses and licensing rights of Respondent are indefinitely suspended
2 unless or until Respondent pays the sum of \$750.00 for the Commissioner's reasonable cost of
3 the investigation and enforcement which led to this disciplinary action. Said payment shall be in
4 the form of a cashier's check made payable to the Bureau of Real Estate. The investigative and
5 enforcement costs must be delivered to the Bureau of Real Estate, Flag Section at P.O. Box
6 137013, Sacramento, CA 95813-7013, prior to the effective date of this Decision and Order.

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8 DATED: 11/24/2015


DIANE LEE
Counsel for Complainant

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10 * * *

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

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1 Respondent can signify acceptance and approval of the terms and conditions of
2 this Stipulation and Agreement by faxing a copy of the signature page, as actually signed by
3 Respondent, to the Bureau of Real Estate at fax number (213) 576-6917. Respondent agrees,
4 acknowledges, and understands that by electronically sending to the Bureau of Real Estate a fax
5 copy of his actual signature as it appears on the Stipulation and Agreement, that receipt of the
6 faxed copy by the Bureau of Real Estate shall be as binding on Respondent as if the Bureau of
7 Real Estate had received the original signed Stipulation and Agreement.

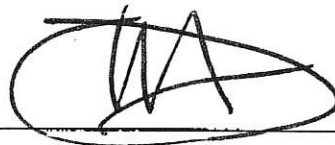
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9 DATED: 11/23/2015


10 UGUR KEREM ORAL
11 Respondent

12 The foregoing Stipulation and Agreement is hereby adopted as my Decision in
13 this matter and shall become effective at 12 o'clock noon on JAN 12, 2016 JAN 12 2016

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15 IT IS SO ORDERED DECEMBER 16, 2015.

16 WAYNE S. BELL
17 REAL ESTATE COMMISSIONER

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20 By: JEFFREY MASON
21 Chief Deputy Commissioner
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