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1 Bureau of Real Estate  
2 320 W. 4<sup>th</sup> St., Room 350  
3 Los Angeles, California 90013

4 Telephone: (213) 576-6982

MAY - 9 2016

BUREAU OF REAL ESTATE

By 

8 BEFORE THE BUREAU OF REAL ESTATE

9 STATE OF CALIFORNIA

10 \* \* \*

11	In the Matter of the Accusation of )	No. H-2899 FR
12	)	L-2015 080 726
13	)	
13	ABACUS PREMIER PROPERTY )	
14	MANAGEMENT, INC. ; )	<u>STIPULATION AND AGREEMENT</u>
15	)	
15	GEORGE MICHAEL MURPHY, )	
16	individually and as designated )	
16	officer of Abacus Premier )	
17	Property Management, Inc. )	
17	)	
18	Respondents. )	
18	)	

19 It is hereby stipulated by and between ABACUS PREMIER  
20 PROPERTY MANAGEMENT, INC. and GEORGE MICHAEL MURPHY (sometimes  
21 referred to as Respondents), and their attorney, Mary E. Work,  
22 and the Complainant, acting by and through James R. Peel,  
23 Counsel for the Bureau of Real Estate, as follows for the  
24 purpose of settling and disposing of Accusation filed in this  
25 matter.  
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1           1. All issues which were contested and all evidence  
2 which was presented by Complainant and Respondents at a formal  
3 hearing on the Accusation, which hearing is to be held in  
4 accordance with the provisions of the Administrative Procedure  
5 Act ("APA"), shall instead and in place thereof be submitted  
6 solely on the basis of the provisions of this Stipulation and  
7 Agreement ("Stipulation").

8           2. Respondents have received, read and understand the  
9 Statement to Respondent, the Discovery Provisions of the  
10 Administrative Procedure Act ("APA") and the Accusation filed by  
11 the Bureau of Real Estate in this proceeding.

12           3. On August 4, 2014, Respondents filed a Notice of  
13 Defense pursuant to Section 11506 of the Government Code for the  
14 purpose of requesting a hearing on the allegations in the  
15 Accusation. Respondents hereby freely and voluntarily withdraw  
16 said Notice of Defense. Respondents acknowledge that they  
17 understand that by withdrawing said Notice of Defense they will  
18 thereby waive their right to require the Commissioner to prove  
19 the allegations in the Accusation at a contested hearing held in  
20 accordance with the provisions of the APA and that they will  
21 waive other rights afforded to them in connection with the  
22 hearing such as the right to present evidence in defense of the  
23 allegations in the Accusation and the right to cross-examine  
24 witnesses.

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1                   4. This Stipulation is based on the factual  
2 allegations contained in the Accusation filed in this  
3 proceeding. In the interest of expedience and economy,  
4 Respondents choose not to contest these factual allegations, but  
5 to remain silent and understand that, as a result thereof, these  
6 factual statements, will serve as a prima facie basis for the  
7 disciplinary action stipulated to herein. The Real Estate  
8 Commissioner shall not be required to provide further evidence  
9 to prove such allegations.

10                   5. This Stipulation is made for the purpose of  
11 reaching an agreed disposition of this proceeding and is  
12 expressly limited to this proceeding and any other proceeding or  
13 case in which the Bureau of Real Estate ("Bureau"), the state or  
14 federal government, or an agency of this state, another state or  
15 the federal government is involved.

16                   6. It is understood by the parties that the Real  
17 Estate Commissioner may adopt the Stipulation as his decision  
18 in this matter thereby imposing the penalty and sanctions on  
19 Respondents' real estate licenses and license rights as set  
20 forth in the below "Order". In the event that the Commissioner  
21 in his discretion does not adopt the Stipulation, the  
22 Stipulation shall be void and of no effect, and Respondents  
23 shall retain the right to a hearing and proceeding on the  
24 Accusation under all the provisions of the APA and shall not be  
25 bound by any stipulation or waiver made herein.  
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1                   7. The Order or any subsequent Order of the Real  
2 Estate Commissioner made pursuant to this Stipulation shall not  
3 constitute an estoppel, merger or bar to any further  
4 administrative or civil proceedings by the Bureau of Real Estate  
5 with respect to any conduct which was not specifically alleged  
6 to be causes for accusation in this proceeding.

7                                           DETERMINATION OF ISSUES

8                   By reason of the foregoing stipulations and waivers  
9 and solely for the purpose of settlement of the pending  
10 Accusation, it is stipulated and agreed that the following  
11 determination of issues shall be made:

12                                                                                           I

13                   The conduct, acts and/or omissions of Respondents  
14 ABACUS PREMIER PROPERTY MANAGEMENT, INC. and GEORGE MICHAEL  
15 MURPHY, as set forth in the Accusation, constitute cause for the  
16 suspension or revocation of all of the real estate licenses and  
17 license rights of Respondents under the provisions of Sections  
18 10177(d) and 10177(g) of the Business and Professions Code  
19 ("Code") for violation of Code Section 10145.

20                                                                                           ORDER

21                   All licenses and licensing rights of Respondents  
22 ABACUS PREMIER PROPERTY MANAGEMENT, INC. and GEORGE MICHAEL  
23 MURPHY under the Real Estate Law are suspended for a period of  
24 ninety (90) days from the effective date of this Decision and  
25 Order; provided, however, that:

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1                   1) Ninety (90) days of said suspension shall be  
2 stayed, upon condition that Respondents petition pursuant to  
3 Section 10175.2 of the Code to pay a total monetary penalty of  
4 \$6,000 (\$3,000 for Murphy and \$3,000 for Abacus).

5                   a) Said payment shall be in the form of a  
6 cashier's check made payable to the Bureau of Real Estate. Said  
7 check must be delivered to the Bureau of Real Estate, Flag  
8 Section at P. O. Box 137013, Sacramento, CA 95813-7013, prior to  
9 the effective date of this Decision and Order.

10                   b) No further cause for disciplinary action  
11 against the Real Estate licenses of Respondents occurs within  
12 two (2) years from the effective date of the Decision and Order  
13 in this matter.

14                   c) If Respondents fail to pay the monetary  
15 penalty in accordance with the terms and condition of this  
16 Decision and Order, the suspension shall go into effect  
17 automatically. Respondents shall not be entitled to any  
18 repayment nor credit, prorated or otherwise, for money paid to  
19 the Bureau under the terms of this Decision and Order.

20                   d) If Respondents pay the monetary penalty and  
21 any other moneys due under this Stipulation and Agreement and if  
22 no further cause for disciplinary action against the real estate  
23 licenses of said Respondents occurs within two (2) years from  
24 the effective date of this Decision and Order, the entire stay  
25 hereby granted pursuant to this Decision and Order, as to said  
26 Respondents only, shall become permanent.  
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2           2) Pursuant to Section 10148 of the Code, Respondents  
3 shall pay the sum of \$12,539 for the Commissioner's cost of the  
4 audit which led to this disciplinary action. Respondents shall  
5 pay such cost within sixty (60) days of receiving an invoice  
6 therefore from the Commissioner. Payment of audit costs should  
7 not be made until Respondents receive the invoice. If  
8 Respondents fail to satisfy this condition in a timely manner as  
9 provided for herein, Respondents' real estate licenses shall  
10 automatically be suspended until payment is made in full or  
11 until a decision providing otherwise is adopted following a  
12 hearing held pursuant to this condition.

13           Pursuant to Section 10148 of the Code, Respondents  
14 shall pay the Commissioner's reasonable cost, not to exceed  
15 \$15,674, for an audit to determine if Respondents have corrected  
16 the violations found in the Determination of Issues. In  
17 calculating the amount of the Commissioner's reasonable cost,  
18 the Commissioner may use the estimated average hourly salary for  
19 all persons performing audits of real estate brokers, and shall  
20 include an allocation for travel time to and from the auditor's  
21 place of work. Respondents shall pay such cost within 60 days  
22 of receiving an invoice from the Commissioner. Payment of the  
23 audit costs should not be made until Respondents receive the  
24 invoice. If Respondents fail to satisfy this condition in a  
25 timely manner as provided for herein, Respondents' real estate  
26 licenses shall automatically be suspended until payment is made  
27

1 in full, or until a decision providing otherwise is adopted  
2 following a hearing held pursuant to this condition.

3 2) All licenses and licensing rights of

4 Respondents are indefinitely suspended unless or until  
5 Respondents pay the sum of \$2,141 for the Commissioner's  
6 reasonable cost of the investigation and enforcement which led  
7 to this disciplinary action. Said payment shall be in the form  
8 of a cashier's check made payable to the Bureau of Real Estate.  
9 The investigative and enforcement costs must be delivered to the  
10 Bureau of Real Estate, Flag Section at P. O. Box 137013,  
11 Sacramento, CA 95813-7013, prior to the effective date of this  
12 Decision and Order.

13 DATED: 4-12-16

14 James R. Peel  
15 JAMES R. PEEL, Counsel for the  
16 Bureau of Real Estate

17 \* \* \*

18 We have read the Stipulation and Agreement, and its  
19 terms are understood by us and are agreeable and acceptable to  
20 us. We understand that we are waiving rights given to us by the  
21 California Administrative Procedure Act (including but not  
22 limited to Sections 11506, 11508, 11509 and 11513 of the  
23 Government Code), and we willingly, intelligently and  
24 voluntarily waive those rights, including the right of requiring  
25 the Commissioner to prove the allegations in the Accusation at a  
26 hearing at which we would have the right to cross-examine  
27 witnesses against us and to present evidence in defense and  
mitigation of the charges.


1 Respondents can signify acceptance and approval of the  
2 terms and conditions of this Stipulation and Agreement by faxing  
3 a copy of the signature page, as actually signed by Respondents,  
4 to the Bureau at the following telephone/fax number:

5 (213) 576-6917. Respondents agree, acknowledge and understand  
6 that by electronically sending to the Bureau a fax copy of their  
7 actual signature as it appears on the Stipulation and  
8 Agreement, that receipt of the faxed copy by the Bureau shall be  
9 as binding on Respondents as if the Bureau had received the  
10 original signed Stipulation and Agreement.

11 Further, if the Respondents are represented, the  
12 Respondents' counsel can signify his or her agreement to the  
13 terms and conditions of the Stipulation and Agreement by  
14 submitting that signature via fax.


15 DATED: \_\_\_\_\_

4/1/16

  
ABACUS PREMIER PROPERTY  
MANAGEMENT, INC., Respondent

17 DATED: \_\_\_\_\_

4/1/16

  
GEORGE MICHAEL MURPHY  
Respondent

19 DATED: \_\_\_\_\_

4/12/16

  
MARY E. WORK  
Counsel for Respondents

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The foregoing Stipulation and Agreement is hereby  
adopted as my Decision and Order in this matter, and shall  
become effective at 12 o'clock noon on May 30, 2016.

IT IS SO ORDERED MAY 9, 2016

WAYNE S. BELL  
Real Estate Commissioner



By: JEFFREY MASON  
Chief Deputy Commissioner