

**FILED**

MAR 26 2013

DEPARTMENT OF REAL ESTATE

BY:         

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

4 Telephone: (213) 576-6982

8 BEFORE THE DEPARTMENT OF REAL ESTATE

9 STATE OF CALIFORNIA

10 \* \* \*

11 In the Matter of the Accusation of ) DRE No. H-37691 LA  
12 ) OAH No. 2012010445  
13 EXECUTIVE ONE REAL ESTATE AND )  
14 MORTGAGE CORPORATION; ) STIPULATION AND  
15 GERALD FRANKLIN GEORGE; ) AGREEMENT  
16 individually and as designated )  
17 officer of Executive One Real )  
18 Estate and Mortgage Corporation; )  
19 and CHRISTOPHER PAUL GEORGE, )  
20 individually and as former )  
21 designated officer of )  
22 Executive One Real Estate and )  
23 Mortgage Corporation, )  
24 Respondents. )  
25 )

22 It is hereby stipulated by and between GERALD FRANKLIN  
23 GEORGE ("Respondent") and his attorney of record, John F.  
24 Mansour, and the Complainant, acting by and through Lissete  
25 Garcia, counsel for the Department of Real Estate, as follows  
26 for the purpose of settling and disposing of the Second Amended  
27 Accusation filed on December 11, 2012, in this matter:  
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1           1. All issues which were to be contested and all  
2 evidence which was to be presented by Complainant and Respondent  
3 at a formal hearing on the Second Amended Accusation, which  
4 hearing was to be held in accordance with the provisions of the  
5 Administrative Procedure Act ("APA"), shall instead and in place  
6 thereof be submitted solely on the basis of the provisions of  
7 this Stipulation and Agreement ("Stipulation").

8           2. Respondent has received, read and understands the  
9 Statement to Respondent, the Discovery Provisions of the APA and  
10 the Accusation, filed by the Department of Real Estate in this  
11 proceeding.

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

25           4. This Stipulation is based on the factual  
26 allegations contained in the Second Amended Accusation filed in  
27 this proceeding. In the interest of expedience and economy,  
28 Respondent chooses not to contest these factual allegations, but  
to remain silent and understands that, as a result thereof,

1 these factual statements, will serve as a prima facie basis for  
2 the disciplinary action stipulated to herein. The Real Estate  
3 Commissioner shall not be required to provide further evidence  
4 to prove such allegations.

5           5. This Stipulation is made for the purpose of  
6 reaching an agreed disposition of this proceeding and is  
7 expressly limited to this proceeding and any other proceeding or  
8 case in which the Department of Real Estate ("Department"), the  
9 state or federal government, or any agency of this state,  
10 another state or federal government is a party.

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

21           7. The Order or any subsequent Order of the Real  
22 Estate Commissioner made pursuant to this Stipulation shall not  
23 constitute an estoppel, merger or bar to any further  
24 administrative or civil proceedings by the Department of Real  
25 Estate with respect to any matters which were not specifically  
26 alleged to be causes for accusation in this proceeding but do  
27 constitute a bar, estoppel and merger as to any allegations  
28 actually contained in the Second Amended Accusation against  
Respondent herein.

DETERMINATION OF ISSUES

1  
2 By reason of the foregoing stipulations and waivers  
3 and solely for the purpose of settlement of the pending Second  
4 Amended Accusation without a hearing, it is stipulated and  
5 agreed that the following determination of issues shall be made:

6 The conduct, acts and/or omissions of Respondent  
7 GERALD FRANKLIN GEORGE, as set forth in Paragraph 4, above, in  
8 failing to adequately supervise the activities of Respondent  
9 EXECUTIVE ONE to ensure compliance with the Real Estate Law, is  
10 in violation of Section 10159.2 of the Code and constitutes  
11 grounds to discipline the license and license rights of  
12 Respondent GERALD FRANKLIN GEORGE pursuant to Code Sections  
13 10177(h).

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ORDER

WHEREFORE, THE FOLLOWING ORDER is hereby made:

All licenses and licensing rights of Respondent GERALD FRANKLIN GEORGE under the Real Estate Law are suspended for a period of thirty (30) days from the effective date of this Decision; provided, however, that (A) the initial fifteen (15) days shall be an actual suspension and (B) if Respondent petitions, the remaining fifteen (15) days of said suspension shall be stayed upon condition that:

1. Respondent pays a monetary penalty pursuant to Section 10175.2 of the Business and Professions Code at the rate of \$100 for each day of the suspension for a total monetary penalty of \$1,500.

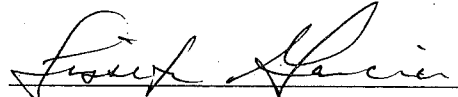
2. Said payment shall be in the form of a cashier's check or certified check made payable to the Recovery Account of the Real Estate Fund. Said check must be received by the Department prior to the effective date of the Decision in this matter.

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

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

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

6 DATED: Jan. 25, 2013

7   
Lissete Garcia, Counsel for  
the Department of Real Estate

8 \* \* \*

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

20                   Respondent can signify acceptance and approval of the  
21 terms and conditions of this Stipulation and Agreement by faxing  
22 a copy of the signature page, as actually signed by Respondent,  
23 to the Department at the following telephone/fax number: (213)  
24 576-6917. Respondent agrees, acknowledges and understands that  
25 by electronically sending to the Department a fax copy of his  
26  
27  
28


01/17/2013 THU 7:43 FAX

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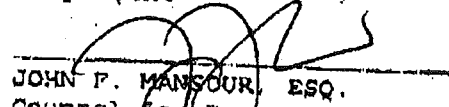
1 actual signature as it appears on the Stipulation and Agreement,  
 2 that receipt of the faxed copy by the Department shall be as  
 3 binding on Respondent as if the Department had received the  
 4 original signed Stipulation and Agreement.

5  
 6 Further, if the Respondent is represented by counsel,  
 7 the Respondent's counsel can signify his agreement to the terms  
 8 and conditions of the Stipulation and Agreement by submitting  
 9 that signature via fax. The Commissioner has asked that within  
 10 24 hours of obtaining Respondent's signature to the agreement,  
 11 Respondent's counsel shall deposit in the mail the original  
 12 settlement/stipulation containing the original signatures of  
 13 both the Respondent and Respondent's counsel.  
 14

15 DATED: 1/24/13

  
 16 GERALD FRANKLIN GEORGE  
 Respondent

17 DATED: 1/24/13

  
 18 JOHN P. MANSOUR, ESQ.  
 19 Counsel for Respondent  
 20 Approved as to Form

21  
 22 The foregoing Stipulation and Agreement is hereby  
 23 adopted as my Decision and Order in this matter, and shall  
 24 become effective at 12 o'clock noon on \_\_\_\_\_, 2013.

25 IT IS SO ORDERED \_\_\_\_\_, 2013.

26 REAL ESTATE COMMISSIONER

27 \_\_\_\_\_  
28

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 Further, if the Respondent is represented by counsel,  
6 the Respondent's counsel can signify his agreement to the terms  
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9 24 hours of obtaining Respondent's signature to the agreement,  
10 Respondent's counsel shall deposit in the mail the original  
11 settlement/stipulation containing the original signatures of  
12 both the Respondent and Respondent's counsel.  
13  
14

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

GERALD FRANKLIN GEORGE  
Respondent

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

18 JOHN F. MANSOUR, ESQ.  
19 Counsel for Respondent  
20 Approved as to Form

21 \* \* \*

22 The foregoing Stipulation and Agreement is hereby  
23 adopted as my Decision and Order in this matter, and shall  
become effective at 12 o'clock noon on April 15, 2013.

24 IT IS SO ORDERED March 18, 2013.

25 REAL ESTATE COMMISSIONER

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