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DEPARTMENT OF REAL ESTATE
[Signature]

DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

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In the Matter of the Accusation of) NO. H-2012 SD
TERRY ERIC ABRAMS, and) STIPULATION AND AGREEMENT
ROBERT ANTHONY SNYDER,) IN SETTLEMENT AND ORDER
Respondents.)

It is hereby stipulated by and between TERRY ERIC ABRAMS, and ROBERT ANTHONY SNYDER, (sometimes referred to as respondents) and the Complainant, acting by and through Elliott Mac Lennan, Counsel for the Department of Real Estate, as follows for the purpose of settling and disposing of the Accusation filed on January 21, 1993 in this matter:

1. All issues which were to be contested and all evidence which was to be presented by Complainant and respondents 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.

1 2. Respondents have received, read and understand the
2 Statement to Respondent, the Discovery Provisions of the APA and
3 the Accusation filed by the Department of Real Estate in this
4 proceeding.

5 3. Respondents have not filed a Notice of Defense.
6 Respondents acknowledge that they understand that by waiving
7 their right to file said Notice of Defense they thereby waive
8 their right to require the Commissioner to prove the allegations
9 in the Accusation at a contested hearing held in accordance with
10 the provisions of the APA and that they will waive other rights
11 afforded to them in connection with the hearing such as the
12 right to present evidence in defense of the allegations in the
13 Accusation and the right to cross-examine witnesses.

14 4. Respondents, pursuant to the limitations set forth
15 below, hereby admit that the factual allegations contained in
16 the Accusation filed in this proceeding are true and correct and
17 the Real Estate Commissioner shall not be required to provide
18 further evidence of such allegations.

19 5. This Stipulation is based on respondents' decision
20 not to contest the allegations set forth in the Accusation as a
21 result of the Order herein negotiated between the parties. This
22 Stipulation and the findings, express or implied, based on
23 respondents' decision not to contest the Accusation, are made
24 expressly limited to this proceeding and any further proceeding
25 initiated by or brought before the Department of Real Estate
26 based upon the facts and circumstances alleged in the
27 Accusation, and made for the sole purpose of reaching an agreed
disposition of this proceeding. The decision of respondents not

1 to contest the factual statements alleged, and as contained in
2 the stipulated Order, are made solely for the purpose of
3 effectuating this Stipulation. It is the intent and
4 understanding of the parties that this Stipulation and Order
5 shall not be binding or admissible against respondents in any
6 actions against respondents by third parties.

7 6. It is understood by the parties that the Real
8 Estate Commissioner may adopt the Stipulation and Agreement as
9 his decision in this matter thereby imposing the penalty and
10 sanctions on respondents' real estate licenses and license
11 rights as set forth in the "Order" hereinbelow. In the event
12 that the Commissioner in his discretion does not adopt the
13 Stipulation and the Agreement, it shall be void and of no
14 effect, and respondents shall retain the right to a hearing and
15 proceeding on the Accusation under the provisions of the APA and
16 shall not be bound by any admission or waiver made herein.

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

23 DETERMINATION OF ISSUES

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

/

I

The conduct of respondent TERRY ERIC ABRAMS, as described in Paragraph 4, is cause to suspend or revoke the real estate license and license rights of respondent TERRY ERIC ABRAMS under the provisions of Section 10176(a) of the Code.

II

The conduct of respondent ROBERT ANTHONY SNYDER, as described in Paragraph 4, is cause to suspend or revoke the real estate license and license rights of respondent ROBERT ANTHONY SNYDER under the provisions of Sections 10177(d) and 10177(h) of the Code.

ORDER

WHEREFORE THE FOLLOWING ORDER IS MADE PURSUANT TO THE WRITTEN STIPULATION OF THE PARTIES:

I

The real estate salesman and real estate broker license and license rights of respondents TERRY ERIC ABRAMS and ROBERT ANTHONY SNYDER are suspended for a period of thirty (30) days from the effective date of this Decision; provided, however, that all thirty (30) days of said suspension shall be stayed automatically on the condition that:

(A) Respondents each pay a monetary penalty pursuant to Section 10175.2 of the Business and Professions Code in the amount of one thousand five hundred dollars (\$1,500);

(B) The Commissioner, in exercising his discretion under Section 10175.2 agrees by signing this Order, that it would not be against the public interest to permit respondent to pay a monetary penalty; and

1 (C) The payment of the monetary penalty shall be in
2 the form of a cashier's check or certified check made payable to
3 the Recovery Account of the Real Estate Fund. Payment must be
4 made prior to the effective date of the Decision in this matter.

5 (D) Respondents assume joint and several liability
6 for and make restitution to the Sellers, Roboam D. Munoz and
7 Filipina S. Munoz in the Guberek-Munoz real property transaction
8 in the amount of \$1,000.

9 If no further cause for disciplinary action occurs
10 against respondents respective licenses within one (1) year from
11 the effective date of this Decision, the automatic stay hereby
12 granted and the stay granted upon the payment of the monetary
13 penalty and restitution shall become permanent. If it is
14 determined pursuant to the Administrative Procedure Act that
15 further cause for disciplinary action against the real estate
16 license or license rights of respondents has occurred within one
17 (1) year from the effective date of this Decision, the stay of
18 suspension hereby granted, or such portion thereof, as the Real
19 Estate Commissioner shall deem to be appropriate, shall be
20 vacated.

21
22 DATED: 12-13-93

elliott mac lennan
ELLIOTT MAC LENNAN
Counsel for Complainant

* * * *

23
24 I have read the Stipulation and Agreement In
25 Settlement and Order and its terms are understood by me and are
26 agreeable and acceptable to me. I understand that I am waiving
27 rights given to me by the California Administrative Procedure

1 Act (including but not limited to Sections 11506, 11508, 11509
2 and 11513 of the Government Code), and I willingly,
3 intelligently and voluntarily waive those rights, including the
4 right of requiring the Commissioner to prove the allegations in
5 the Accusation at a hearing at which I would have the right to
6 cross-examine witnesses against me and to present evidence in
7 defense and mitigation of the charges.

8
9 DATED: 10/1/93

Terry Eric Abrams
TERRY ERIC ABRAMS
Respondent

10
11 DATED: 10/1/93

Robert Anthony Synder
ROBERT ANTHONY SYNDER
Respondent

12
13 * * * *

14 The foregoing Stipulation and Agreement In Settlement
15 and Order is hereby adopted by the Commissioner as Decision and
16 Order and shall become effective at 12 o' clock noon on
17 January 4, 1994

18 IT IS SO ORDERED December 22, 1993.

19 CLARK WALLACE
20 Real Estate Commissioner

21
22 John R. Liberator
23 BY: John R. Liberator
24 Chief Deputy Commissioner
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26
27

ELLIOTT MAC LENNAN, Counsel
Department of Real Estate
107 South Broadway, Room 8107
Los Angeles, California 90012

(213) 897-3194

FILED

JAN 21 1993

DEPARTMENT OF REAL ESTATE
BY *[Signature]*

DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

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In the Matter of the Accusation of)	
TERRY ERIC ABRAMS; and)	No. H-2012 SD
ROBERT ANTHONY SNYDER,)	A C C U S A T I O N
Respondents.)	

The Complainant, J. Chris Graves, a Deputy Real Estate Commissioner of the State of California, for cause of accusation against TERRY ERIC ABRAMS and ROBERT ANTHONY SNYDER dba Lakeshore Realty, is informed and alleges in his official capacity as follows:

I

TERRY ERIC ABRAMS (ABRAMS), sometimes referred to as respondent, is presently licensed and/or has license rights under the Real Estate Law (Part 1 of Division 4 of the California Business and Professions Code) as a real estate salesperson.

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II

ROBERT ANTHONY SNYDER (SNYDER), sometimes referred to as respondent, is presently licensed and/or has license rights under the Real Estate Law (Part 1 of Division 4 of the California Business and Professions Code) as a real estate broker.

III

All references to the "Code" are to the California Business and Professions Code and all references to "Regulations" are to Chapter 6, Title 10, California Code of Regulations.

IV

At all times herein mentioned, respondents engaged in the business of a real estate broker and salesperson respectively, as defined in Section 10131(a) of the Code wherein they solicited for and negotiated the sale or purchase of real property on behalf of others for or in expectation of compensation.

V

Respondent ABRAMS was originally licensed by the Department of Real Estate on October 30, 1983 as a real estate salesperson.

VI

Respondent SNYDER was originally licensed by the Department of Real Estate on June 29, 1987 as a real estate broker.

VII

A Departmental investigation revealed that respondent SYNDER is the owner/broker of Lakeshore Realty, a dba for the proprietorship. Respondent ABRAMS was employed as a real estate

1 salesperson for Lakeshore Realty where both respondents made
2 offers to purchase and/or exchange real property on behalf of
3 others for or in expectation of compensation with respect to the
4 following transaction:

5 VIII

6 Sometime prior to December 8, 1990, Roboam D. Munoz and
7 Filipina S. Munoz, husband and wife, employed Morice Momby and
8 Barbara Brown of Coldwell Banker in San Diego, to sell their home
9 located at 1725 Shadewood Lane, San Diego, California, (the subject
10 property).

11 IX

12 On or about December 8, 1990, ABRAMS, as buyer's agent,
13 obtained an offer from Samuel and Victoria Guberek, husband and
14 wife, (the Gubereks) for a total consideration of \$180,000 for
15 purchase the subject property.

16 X

17 For a deposit, the Gubereks gave ABRAMS a \$1,000 personal
18 check payable. At ABRAMS request, the Gubereks post-dated the
19 check to December 12, 1990, four days after the offer of December
20 8, 1992. The check was to be held uncashed until acceptance of the
21 offer. The offer did not make reference to the fact that the check
22 was post-dated.

23 XI

24 On December 9, 1992, at the Gubereks request, ABRAMS
25 returned the \$1,000 to them unbeknownst to the Sellers, or their
26 agents, Brown and Momby.

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1
2 XII

3 On December 14, 1990, after several counteroffers, the
4 parties agreed on a price of \$191,000. Agreed to also was that the
5 deposit was to be increased to \$3,000. No mention was made on any
6 counteroffer that the \$1,000 had been returned to the Buyer.

7 XIII

8 On or about December 19, 1990, ABRAMS opened escrow
9 reflecting that the increased deposit would be placed into escrow.
10 ABRAMS did not disclose that the original deposit had been
11 returned. Nor was the deposit "increased" to \$3,000.

12 XIV

13 On or about January 4, 1992, Momby, the Seller's agent
14 first learned that the Guberek's had not filed a loan application
15 as required. Seller's, believing that the contract had been
16 breached, made a demand for the deposit. Buyer's refused to re-
17 tender the \$1,000 or increase the deposit to \$3,000 believing
18 themselves not be at fault. The pending sale transaction
19 collapsed.

20 XV

21 On January 14, 1991, Seller's and their agents learned that
22 the original deposit of \$1,000 had been returned on December 9,
23 1990.

24 Trust Fund Handling

25 FIRST CAUSE OF ACCUSATION

26 XVI

27 Complainant incorporates herein the Preamble and the
allegations of Paragraphs I through XV, inclusive, hereinabove

XVII

The conduct of respondents SNYDER and ABRAMS in failing to notify Seller that they had returned uncashed Buyer's \$1,000 check, as described in Paragraphs VIII through XV, is in violation of Regulations 2832(c) and (d) and Section 10145 of the Code, and is a basis for the suspension or revocation of their licenses and license rights pursuant to Sections 10177(d) of the Code.

XVIII

The conduct of ABRAMS in returning Buyer's \$1,000 deposit check in the absence of Seller's express permission, as described in Paragraphs VIII through XV, is in violation of Regulation 2785(a)(10) and is a basis for the suspension or revocation of his license and license rights pursuant to Section 10177(d) of the Code.

Fraud or Dishonest Dealing

SECOND CAUSE OF ACCUSATION

XIX

Complainant incorporates herein the Preamble and the allegations of Paragraphs I through XVIII, inclusive, hereinabove.

XX

The conduct of ABRAMS in causing the post-dating of the Buyer's \$1,000 deposit check in the Munoz-Guberek sales transaction, as described in Paragraph X, above, is cause to suspend or revoke the real estate license and license rights of respondent ABRAMS.

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Misrepresentation

SIXTH CAUSE OF ACCUSATION

XXI

Complainant incorporates herein the Preamble and the allegations of Paragraphs I through XX, inclusive, hereinabove

XXII

The conduct of ABRAMS in causing the Buyer's to post-date their \$1,000 deposit check caused a misrepresentation of the status of said deposit to Seller and ABRAMS, by further failing to inform Seller's and their agents of the return of the original deposit induced them to believe that the factual representations contained in the Real Estate Purchase Contract and Receipt for Deposit for the subject property were true and accurate whereby in reliance thereon, the Seller's took their home off market to their pecuniary detriment, as described in Paragraphs VIII through XV hereinabove, constitutes a violation of Section 10176(a). This conduct and violation are cause to suspend or revoke the real estate license and license rights of respondent ABRAMS.

False Promises

SEVENTH CAUSE OF ACCUSATION

XXVIII

Complainant incorporates herein the Preamble and the allegations of Paragraphs I through XXVII, inclusive, hereinabove.

XXIX

The conduct of respondents in engaging in a course of conduct, as described in Paragraphs XVI through XIX hereinabove, constitutes the making of false promises of a character likely to

1 influence, persuade or induce the lenders and investors to enter
2 into the various loan transactions and is a violation of Section
3 10176(b). This conduct and violation are cause to suspend or
4 revoke the real estate license and license rights of respondents.

5 Flagrant Course of Misrepresentation or False Promises

6 EIGHTH CAUSE OF ACCUSATION

7 XXX

8 Complainant incorporates herein the Preamble and the
9 allegations of Paragraphs I through XXIX, inclusive, hereinabove.

10 XXXI

11 The conduct of respondents in engaging in a course of
12 conduct, as described in Paragraphs XV through XIX hereinabove,
13 constitutes a continued and flagrant course of misrepresentation
14 or making of false promises through real estate agents or salesmen
15 and is a violation of Section 10176(c). This conduct and
16 violation are cause to suspend or revoke the real estate license
17 and license rights of respondents.

18 Negligence and/or Incompetence

19 NINTH CAUSE OF ACCUSATION

20 XXXII

21 Complainant incorporates herein the Preamble and the
22 allegations of Paragraphs I through XXXI, inclusive, hereinabove.

23 XXXIII

24 The conduct of respondents SNYDER and ABRAMS, in
25 handling the Munoz-Guberek sales transaction, as described in
26 Paragraphs VIII through XV hereinabove, constitutes negligence or
27 incompetence in violation of Section 10177(g). This conduct and

1 violation are cause for the suspension or revocation of all real
2 estate licenses and license rights of respondents.

3 Failure to Supervise

4 TENTH CAUSE OF ACCUSATION

5 XXXIV

6 Complainant incorporates herein the Preamble and the
7 allegations of Paragraphs I through XXXI, inclusive, hereinabove.

8 XXXV

9 The conduct of SNYDER in failing to adequately supervise
10 ABRAMS with respect to the handling and return of Buyer's \$1,000
11 check is in violation of Section 10177(h) of the Code and is a
12 basis for the suspension or revocation of SNYDER's license and
13 license rights under the provisions of Section 10177(h) of the
14 Code.

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1 WHEREFORE, Complainant prays that a hearing be conducted
2 on the allegations made by the accusation and, that upon proof
3 thereof, a decision be rendered imposing disciplinary action
4 against all licenses and license rights of respondents SAMUEL
5 TIENYU HSIEH dba Shieh Professionals; and, MICHELE K. HSIEH, under
6 the Real Estate Law (Part 1 of Division 4 of the Business and
7 Professions Code) and for such other and further relief as may be
8 proper under other applicable provisions of law.

9 Dated at Santa Ana, California
10 this 21st day of January, 1993.

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12 J. CHRIS GRAVES
13 Deputy Real Estate Commissioner
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