

FILED

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DEPARTMENT OF REAL ESTATE
BY: *R. Anderson*

Department of Real Estate
320 West 4th Street, Ste. 350
Los Angeles, California 90013-1105
Telephone: (213) 576-6907

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

In the Matter of the Accusation of

LOGICAL LENDING, INC.; and
RONALD NORMAN MURRAY,
individually and as designated
officer of Logical Lending, Inc.,

Respondents.

No. H-37807 LA

STIPULATION
AND
AGREEMENT

It is hereby stipulated by and between Respondent RONALD NORMAN MURRAY, individually and as designated officer of Logical Lending, Inc. (sometimes collectively "Respondents"), and the Complainant, acting by and through Diane Lee, Counsel for the Department of Real Estate, as follows for the purpose of settling and disposing of the Accusation ("Accusation") filed on January 26, 2012, 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 ("Stipulation").

2. Respondent has received and read, and understands the Statement to

1 Respondent, the Discovery Provisions of the APA, and the Accusation filed by the Department of
2 Real Estate in this proceeding.

3 3. Respondent timely filed a Notice of Defense pursuant to California
4 Government Code Section 11506 for the purpose of requesting a hearing on the allegations in the
5 Accusation. Respondent hereby freely and voluntarily withdraws said Notice of Defense.
6 Respondent acknowledges that he understands that by withdrawing said Notice of Defense he
7 thereby waives his right to require the Commissioner to prove the allegations in the Accusation at
8 a contested hearing held in accordance with the provisions of the APA and that he will waive
9 other rights afforded to him in connection with the hearing such as the right to present evidence
10 in his defense and the right to cross-examine witnesses.

11 4. Respondent stipulates and agrees that the allegations of the Accusation against
12 Respondents are true and correct, and are a basis for the disciplinary action stipulated to herein.
13 The Real Estate Commissioner shall not be required to provide further evidence to prove said
14 factual allegations.

15 5. This Stipulation is made for the purpose of reaching an agreed disposition of
16 this proceeding and is expressly limited to this proceeding and any other proceeding or case in
17 which the Department of Real Estate, the state or federal government, or any agency of this state,
18 another state or federal government is involved.

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

26 7. The Order or any subsequent Order of the Real Estate Commissioner made
27 pursuant to this Stipulation shall not constitute an estoppel, merger or bar to any further

1 administrative or civil proceedings by the Department of Real Estate with respect to any matters
2 which were not specifically alleged to be causes for Accusation in this proceeding but do
3 constitute a bar, estoppel and merger as to any allegations actually contained in the Accusations
4 against Respondent herein.

5 8. Respondent understands that by agreeing to this Stipulation, Respondent agrees
6 to pay, pursuant to California Business and Professions Code Section 10106, the cost of the
7 investigation and enforcement of this matter. The amount of said cost is \$156.48.

8 DETERMINATION OF ISSUES

9 By reason of the foregoing, it is stipulated and agreed that the following
10 determination of issues shall be made:

11 I.

12 The conduct, acts, or omissions of RONALD NORMAN MURRAY, as described
13 in Paragraph 4, herein above, are in violation of Sections 10137, 10159.2, 10160, 10161.8, and
14 10240 and Sections 2715, 2726, 2752, 2753, and 2840 of Title 10, Chapter 6 of the California
15 Code of Regulations ("Regulations") of the California Business and Professions Code, and are a
16 basis for discipline of Respondent's license and license rights as violation of the Real Estate Law
17 pursuant to California Business and Professions Code Sections 10137, 10177(d), and 10177(h).

18 ORDER

19 WHEREFORE, THE FOLLOWING ORDER is hereby made:

20 I.

21 All licenses and licensing rights of Respondent RONALD NORMAN MURRAY,
22 under the Real Estate Law, are suspended for a period of ninety (90) days from the effective date
23 of this Decision:

24 A. Provided, however, that if Respondent requests, the initial thirty (30) days of
25 said suspension (or a portion thereof) shall be stayed for two (2) years upon condition that:

26 1. Respondent pays a monetary penalty pursuant to California Business and
27 Professions Code Section 10175.2 at the rate of \$83.33 per day for each day of the suspension for

1 a total monetary penalty of \$2,500.

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

5 3. No further cause for disciplinary action against the real estate license of
6 Respondent occurs within two (2) years from the effective date of the Decision in this matter.

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

12 5. If Respondent pays the monetary penalty and if no further cause for
13 disciplinary action against the real estate license of Respondent occurs within two (2) years from
14 the effective date of the Decision, the stay hereby granted shall become permanent.

15 B. The remaining sixty (60) days of the ninety (90) day suspension shall be stayed
16 for two (2) years upon the following terms and conditions:

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

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

25 II.

26 All licenses and licensing rights of Respondent RONALD NORMAN MURRAY
27 are indefinitely suspended unless or until Respondent pays the sum of \$267.32 for the

1 Commissioner's reasonable cost of the investigation and enforcement which led to this
2 disciplinary action. Pursuant to California Business and Professions Code Section 10106,
3 Respondents shall pay the Commissioner's reasonable cost for investigation and enforcement
4 costs which led to this disciplinary action. In calculating the amount of the Commissioner's
5 reasonable cost, the Commissioner may use the estimated average hourly salary for all persons
6 performing investigation and enforcement of real estate brokers, and shall include an allocation
7 for travel time to and from the special investigator and/or attorney's place of work. Said
8 payment shall be in the form of a cashier's check or certified check made payable to the Real
9 Estate Fund.

10 The Commissioner may suspend the license of Respondents pending a hearing
11 held in accordance with California Government Code Section 11500, et seq., if payment is not
12 timely made as provided for herein, or as provided for in a subsequent agreement between the
13 Respondents and the Commissioner. The suspension shall remain in effect until payment is
14 made in full or until a Respondent enters into an agreement satisfactory to the Commissioner to
15 provide for payment, or until a decision providing otherwise is adopted following a hearing held
16 pursuant to this condition.

17 III.

18 All licenses and licensing rights of Respondent RONALD NORMAN MURRAY,
19 are indefinitely suspended unless or until Respondent provides proof satisfactory to the
20 Commissioner, of having taken and successfully completed the continuing education course on
21 trust fund accounting and handling specified in paragraph (3) of subdivision (a) of Section
22 10170.5 of the Business and Professions Code. Proof of satisfaction of this requirement includes
23 evidence that respondent has successfully completed the trust fund account and handling
24 continuing education course within 120 days prior to the effective date of the Decision in this
25 matter.

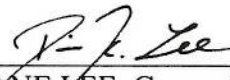
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IV.

Respondent RONALD NORMAN MURRAY, shall, within nine (9) months from
the effective date of this Decision, present evidence satisfactory to the Real Estate Commissioner
that Respondent has, since the most recent issuance of an original or renewal real estate license,
taken and successfully completed the continuing education requirements of Article 2.5 of
Chapter 3 of the Real Estate Law for renewal of a real estate license. If Respondent fails to
satisfy this condition, the Commissioner may order the suspension of Respondent's license until
Respondent presents such evidence. The Commissioner shall afford Respondent the opportunity
for a hearing pursuant to the Administrative Procedure Act to present such evidence.

DATED: 10/01/2012



DIANE LEE, Counsel for
Department of Real Estate

* * *

EXECUTION OF THE STIPULATION

I have read the Stipulation and Agreement. Its terms are understood by me and
are agreeable and acceptable to me. I understand that I am waiving rights given to me by the
California Administrative Procedure Act (including but not limited to California Government
Code Sections 11506, 11508, 11509, and 11513), and I willingly, intelligently, and voluntarily
waive those rights, including the right of requiring the Commissioner to prove the allegations in
the Accusation at a hearing at which I would have the right to cross-examine witnesses against
me and to present evidence in defense and mitigation of the charges.

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A facsimile constitutes acceptance and approval of the terms and conditions of this stipulation. Respondent agrees, acknowledges, and understands that by electronically sending to the Department of Real Estate a facsimile copy of Respondent's actual signature as it appears on the stipulation that receipt of the facsimile copy by the Department of Real Estate shall be as binding on Respondents as if the Department of Real Estate had received the original signed stipulation.

Ronald N. Murray
RONALD NORMAN MURRAY, Respondent,
individually and as designated officer of
Logical Lending Inc.,

The foregoing Stipulation and Agreement is hereby adopted as my Decision as to Respondent RONALD NORMAN MURRAY, and shall become effective at 12 o'clock noon on NOV 28, 2012.

IT IS SO ORDERED 10/24, 2012.

REAL ESTATE COMMISSIONER



By WAYNE S. BELL
Chief Counsel