

1 1. All issues which were to be contested and all evidence which was to be presented by
2 Complainant and Respondents at a formal hearing on the Accusation, which hearing was to be
3 held in accordance with the provisions of the Administrative Procedure Act ("APA"), shall
4 instead and in place thereof be submitted on the basis of the provisions of this Stipulation and
5 Agreement in Settlement and Order ("Stipulation").

6 2. Respondents have received, read, and understand the Statement to Respondent, the
7 Discovery Provisions of the APA, and Accusation filed by the Department in this proceeding.

8 3. Notices of Defense were filed by Respondents pursuant to Section 11506 of the
9 Government Code for the purpose of requesting a hearing on the allegations in the Accusation.
10 Respondents hereby freely and voluntarily withdraw said Notices of Defense. Respondents
11 acknowledge and understand that by withdrawing said Notices of Defense, Respondents will
12 thereby waive Respondents' rights to require the Real Estate Commissioner ("Commissioner") to
13 prove the allegations in the Accusation at a contested hearing held in accordance with the
14 provisions of the APA and that Respondents will waive other rights afforded to them in
15 connection with the hearing such as the right to present evidence in defense of the allegations in
16 the Accusation and the right to cross-examine witnesses.

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

21 5. It is understood by the parties that the Real Estate Commissioner may adopt the
22 Stipulation and Agreement as his Decision in this matter, thereby imposing the penalty and
23 sanctions on Respondents' real estate licenses and license rights as set forth in the below
24 "Order." In the event that the Commissioner in his discretion does not adopt the Stipulation and

1 Agreement, it shall be void and of no effect, and Respondents shall retain the right to a hearing
2 and proceeding on the Accusation under all the provisions of the APA and shall not be bound by
3 any admission or waiver made herein.

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

8 7. Respondents understand that by agreeing to this Stipulation, Respondents agree to
9 pay, pursuant to Section 10148 of the California Business and Professions Code ("Code"), the
10 cost of the audit which resulted in the determination that Respondent committed the violations
11 found in the "Determination of Issues" below. The amount of said cost is \$4,015.87.

12 8. Respondents understand that by agreeing to this Stipulation, the findings set forth
13 below in the Determination of Issues become final, and the Commissioner may charge
14 Respondents for the cost of any subsequent audit conducted pursuant to Business and Professions
15 Code Section 10148 to determine if the violations have been corrected. The maximum cost of
16 the subsequent audit will not exceed \$5,019.84.

17 9. Respondents further understand that by agreeing to this Stipulation, Respondents
18 agree to pay, pursuant to Section 10106(a) of the Code, investigative and enforcement costs of
19 \$6,751.45 which led to this disciplinary action.

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1 DETERMINATION OF ISSUES

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

5 I.

6 The conduct, acts and/or omissions of Respondent GRIFFIN PROPERTY
7 MANAGEMENT GROUP, INC., as set forth in Paragraphs 13(a) through 13(e) of the
8 Accusation, constitutes cause for the suspension or revocation of all real estate licenses and
9 license rights of Respondent GRIFFIN PROPERTY MANAGEMENT GROUP, INC. under the
10 provisions of Code sections 10177(d) for violation of Code sections 10130, 10137, 10176(g),
11 10145(a), and Regulations 2834, 2832, and 2831.2.

12 II.

13 The conduct, acts and/or omissions of Respondent NEAL ROBERT NIELSEN, JR. as set
14 forth in Paragraph 15 of the Accusation, constitutes cause for the suspension or revocation of all
15 real estate licenses and license rights of Respondent NEAL ROBERT NIELSEN, JR. under the
16 provisions of Code section 10177(h) for violation of Code section 10159.2 and Regulation 2725.

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1 4. Pursuant to Section 10148 of the Code, Respondent GRIFFIN PROPERTY
2 MANAGEMENT GROUP, INC. shall pay, **within ninety (90) days from the effective date of**
3 **this Decision and Order**, severally or jointly with Respondent NEAL ROBERT NIELSEN, JR.,
4 the sum of \$4,015.87 for the Commissioner's cost of the audit which led to this disciplinary
5 action. **Respondents GRIFFIN PROPERTY MANAGEMENT GROUP, INC. and/or**
6 **NEAL ROBERT NIELSEN, JR. shall pay such cost within sixty (60) days of receiving an**
7 **invoice therefore from the Commissioner. Payment of audit costs should not be made until**
8 **Respondents receive the invoice.** If Respondents fail to satisfy this condition in a timely
9 manner as provided for herein, Respondent GRIFFIN PROPERTY MANAGEMENT GROUP,
10 INC.'s real estate licenses shall automatically be suspended until payment is made in full, or
11 until a decision providing otherwise is adopted following a hearing held pursuant to this
12 condition.

13 5. Pursuant to Section 10148 of the Code, Respondent GRIFFIN PROPERTY
14 MANAGEMENT GROUP, INC. shall pay the Commissioner's reasonable cost, not to exceed
15 \$5,019.84, for any subsequent audit to determine if Respondent GRIFFIN PROPERTY
16 MANAGEMENT GROUP, INC. has corrected the violations found in the Determination of
17 Issues. In calculating the amount of the Commissioner's reasonable cost, the Commissioner may
18 use the estimated average hourly salary for all persons performing audits of real estate brokers,
19 and shall include an allocation for travel time to and from the auditor's place of work.
20 **Respondent GRIFFIN PROPERTY MANAGEMENT GROUP, INC. shall pay such cost**
21 **within sixty (60) days of receiving an invoice therefore from the Commissioner. Payment**
22 **of the audit costs should not be made until Respondent receives the invoice.** If Respondent
23 GRIFFIN PROPERTY MANAGEMENT GROUP, INC. fails to satisfy this condition in a timely
24 manner as provided for herein, Respondent GRIFFIN PROPERTY MANAGEMENT GROUP,

1 INC.'s real estate licenses shall automatically be suspended until payment is made in full, or
2 until a decision providing otherwise is adopted following a hearing held pursuant to this
3 condition.

4 II.

5 All licenses and license rights of Respondent NEAL ROBERT NIELSEN, JR. are
6 suspended for a period of ninety (90) days from the effective date of this Decision and Order;
7 provided, however, said ninety (90) day suspension shall be stayed for two (2) years upon the
8 following terms and conditions:

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

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

17 3. All licenses and licensing rights of Respondent NEAL ROBERT NIELSEN,
18 JR., are indefinitely suspended unless or until Respondent NEAL ROBERT NIELSEN, JR.,
19 pays, severally or jointly with Respondent GRIFFIN PROPERTY MANAGEMENT GROUP,
20 INC., the sum of \$6,751.45 for the Commissioner's reasonable cost of the investigation and
21 enforcement which led to this disciplinary action. Said payment shall be in the form of a
22 cashier's check made payable to the Department of Real Estate. **The investigative and**
23 **enforcement costs must be delivered to the Department of Real Estate, Flag Section at P.O.**
24 **Box 137013, Sacramento, CA 95813-7013, prior to the effective date of this Decision and**

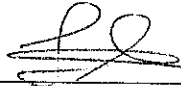
1 **Order. Payment of investigation and enforcement costs should not be made until the**
2 **Stipulation has been approved by the Commissioner.**

3 4. Respondent NEAL ROBERT NIELSEN, JR. shall, **within nine (9) months**
4 **from the effective date of this Decision and Order**, present evidence satisfactory to the
5 Commissioner that Respondent has, since the most recent issuance of an original or renewal real
6 estate license, taken and successfully completed the continuing education requirements of Article
7 2.5 of Chapter 3 of the Real Estate Law for renewal of a real estate license. The continuing
8 education courses must include the course on trust fund accounting and handling specified in
9 paragraph (3) of subdivision (a) of Section 10170.5 of the Business and Professions Code. Proof
10 of satisfaction of these requirements includes evidence that Respondent has successfully
11 completed the trust fund account and handling continuing education courses, no earlier than 120
12 days prior to the effective date of the Decision and Order in this matter. If Respondent NEAL
13 ROBERT NIELSEN, JR. fails to satisfy this condition, Respondent's real estate license shall
14 automatically be suspended until Respondent presents evidence satisfactory to the Commissioner
15 of having taken and successfully completed the continuing education requirements. **Proof of**
16 **completion of the continuing education courses must be delivered to the Department of**
17 **Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013.**

18 5. Pursuant to Section 10148 of the Code, Respondent NEAL ROBERT
19 NIELSEN, JR. shall pay, **within ninety (90) days from the effective date of this Decision and**
20 **Order**, severally or jointly with Respondent GRIFFIN PROPERTY MANAGEMENT GROUP,
21 INC., the sum of \$4,015.87 for the Commissioner's cost of the audit which led to this
22 disciplinary action. **Respondents GRIFFIN PROPERTY MANAGEMENT GROUP, INC.**
23 **and/or NEAL ROBERT NIELSEN, JR. shall pay such cost within sixty (60) days of**
24 **receiving an invoice therefore from the Commissioner. Payment of audit costs should not**

1 **be made until Respondents receive the invoice.** If Respondents fail to satisfy this condition in
2 a timely manner as provided for herein, Respondent NEAL ROBERT NIELSEN, JR.'s real
3 estate licenses shall automatically be suspended until payment is made in full, or until a decision
4 providing otherwise is adopted following a hearing held pursuant to this condition.

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6 DATED: 11/30/2018



Lisete Garcia, Counsel
Department of Real Estate

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9 EXECUTION OF THE STIPULATION

10 We have read this Stipulation and its terms are understood by us and are agreeable and
11 acceptable to us. We understand that we are waiving rights given to us by the California APA
12 (including, but not limited to, Sections 11506, 11508, 11509, and 11513 of the Government
13 Code), and we willingly, intelligently, and voluntarily waive those rights, including the right of
14 requiring the Commissioner to prove the allegations in the Accusation at a hearing at which we
15 would have the right to cross-examine witnesses against us and to present evidence in defense
16 and mitigation of the charges.

17 Respondents can signify acceptance and approval of the terms and conditions of this
18 Stipulation and Agreement by electronically e-mailing a copy of the signature pages, as actually
19 signed by Respondents, to the Department. Respondents agree, acknowledge, and understand
20 that by electronically sending to the Department an electronic copy of Respondents' actual
21 signatures, as they appear on the Stipulation, that receipt of the emailed copy by the Department
22 shall be as binding on Respondents as if the Department had received the original signed
23 Stipulation. By signing this Stipulation, Respondents understand and agree that Respondents
24 may not withdraw their agreement or seek to rescind the Stipulation prior to the time the

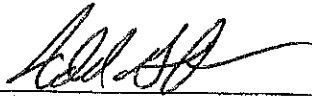
1 Commissioner considers and acts upon it or prior to the effective date of the Stipulation and
2 Order.

3 MAILING

4 Respondents and their counsel shall, within five (5) business days from signing the
5 Stipulation, mail the original signed signature page(s) of the Stipulation herein to Lissete Garcia,
6 Attention: Legal Section, Department of Real Estate, 320 W. Fourth St., Room 350, Los
7 Angeles, California 90013-1105.

8 Respondents' signatures below constitutes acceptance and approval of the terms and
9 conditions of this Stipulation. Respondents agree, acknowledge, and understand that by signing
10 this Stipulation Respondents are bound by its terms as of the date of such signature and that this
11 agreement is not subject to rescission or amendment at a later date except by a separate Decision
12 and Order of the Real Estate Commissioner.

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14 DATED: 11/26/2018

15 
16 Respondent GRIFFIN PROPERTY
17 MANAGEMENT GROUP, INC.
18 By: TODD Griffin
19 (Printed Name)

20 DATED: _____

21 Respondent NEAL ROBERT NIELSEN, JR.

22 DATED: _____

23 Approved as to Form
24 Jennifer Felten, Esq.
Counsel for Respondents

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1 Commissioner considers and acts upon it or prior to the effective date of the Stipulation and
2 Order.

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10 this Stipulation Respondents are bound by its terms as of the date of such signature and that this
11 agreement is not subject to rescission or amendment at a later date except by a separate Decision
12 and Order of the Real Estate Commissioner.

13
14 DATED: _____

15 _____
16 Respondent GRIFFIN PROPERTY
17 MANAGEMENT GROUP, INC.
18 By: _____
19 (Printed Name)

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21 DATED: 11/21/2018

22 _____
23 *Neal Robert Nielsen Jr.*
24 Respondent NEAL ROBERT NIELSEN JR.

25 DATED: _____

26 _____
27 *Approved as to Form*
28 Jennifer Felten, Esq.
29 Counsel for Respondents

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1 Commissioner considers and acts upon it or prior to the effective date of the Stipulation and
2 Order.

3 MAILING

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6 Attention: Legal Section, Department of Real Estate, 320 W. Fourth St., Room 350, Los
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9 conditions of this Stipulation. Respondents agree, acknowledge, and understand that by signing
10 this Stipulation Respondents are bound by its terms as of the date of such signature and that this
11 agreement is not subject to rescission or amendment at a later date except by a separate Decision
12 and Order of the Real Estate Commissioner.

13
14 DATED: _____

15 _____
16 Respondent GRIFFIN PROPERTY
17 MANAGEMENT GROUP, INC.
18 By: _____
19 (Printed Name)

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21 DATED: _____

22 _____
23 Respondent NEAL ROBERT NIELSEN, JR.

24 DATED: 11.29.18

Laura A. Reiland
Approved as to Form
Laura A. Reiland, Esq.
Counsel for Respondents

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The foregoing Stipulation and Agreement in Settlement and Order is hereby
adopted by me as my Decision in this matter and shall become effective at 12 o'clock noon on
JAN 24 2019

IT IS SO ORDERED December 21, 2018.

DANIEL J. SANDRI
ACTING REAL ESTATE COMMISSIONER

Daniel J. Sandri