

FILED

AUG 14 2012

1 Department of Real Estate
2 320 W. 4th St., Room 350
3 Los Angeles, California 90013

DEPARTMENT OF REAL ESTATE
BY: K. Melichoff

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)	No. H-37694 LA
)	L-2011 121 020
12)	
	SONNY THAI,)	
13)	<u>STIPULATION AND AGREEMENT</u>
)	
14	Respondent.)	
15)	

16 It is hereby stipulated by and between SONNY THAI
17 (sometimes referred to as Respondent) and his attorney, Dean E.
18 Daggett, and the Complainant, acting by and through James R.
19 Peel, Counsel for the Department of Real Estate, as follows for
20 the purpose of settling and disposing of the Accusation filed on
21 November 22, 2011, in this matter.

22 1. All issues which were to be contested and all
23 evidence which was to be presented by Complainant and Respondent
24 at a formal hearing on the Accusation, which hearing
25 was to be held in accordance with the provisions of the
26 Administrative Procedure Act ("APA"), shall instead and in place
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1 thereof be submitted solely on the basis of the provisions of
2 this Stipulation and Agreement ("Stipulation").

3 2. Respondent has received, read and understands the
4 Statement to Respondent, the Discovery Provisions of the
5 Administrative Procedure Act ("APA") and the Accusation filed by
6 the Department of Real Estate in this proceeding.

7 3. On December 1, 2011, Respondent filed a Notice of
8 Defense pursuant to Section 11506 of the Government Code for the
9 purpose of requesting a hearing on the allegations in the
10 Accusation. Respondent hereby freely and voluntarily withdraws
11 said Notice of Defense. Respondent acknowledges that he
12 understands that by withdrawing said Notices of Defense he will
13 thereby waive his right to require the Commissioner to prove the
14 allegations in the Accusation at a contested hearing held in
15 accordance with the provisions of the APA and that he will waive
16 other rights afforded to him in connection with the hearing,
17 such as the right to present evidence in defense of the
18 allegations in the Accusation and the right to cross-examine
19 witnesses.

20 4. This Stipulation is based on the factual
21 allegations contained in the Accusation filed in this
22 proceeding. In the interest of expedience and economy,
23 Respondent chooses not to contest these factual allegations, but
24 to remain silent and understands that, as a result thereof,
25 these factual statements, will serve as a prima facie basis for
26 the disciplinary action stipulated to herein. The Real Estate
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1 Commissioner shall not be required to provide further evidence
2 to prove such allegations.

3 5. This Stipulation and Respondent's decision not to
4 contest the Accusation is made for the purpose of reaching an
5 agreed disposition of this proceeding and is expressly limited
6 to this proceeding and any other proceeding or case in which the
7 Department of Real Estate ("Department"), the state or federal
8 government, or an agency of this state, another state or the
9 federal government is involved.

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

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 conduct which was not specifically
26 alleged to be causes for accusation in this proceeding.
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1
2 DETERMINATION OF ISSUES

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

7 The conduct, acts and/or omissions of Respondent
8 SONNY THAI, as set forth in the Accusation, constitute cause for
9 the suspension or revocation of all of the real estate licenses
10 and license rights of Respondent under the provisions of Section
11 10177(g) of the Business and Professions Code ("Code").

12 ORDER

13 The license and licensing rights of Respondent SONNY
14 THAI under the Real Estate Law are suspended for a period of one
15 hundred (100) days from the effective date of this Decision;
16 provided, however, that fifty (50) days of said suspension shall
17 be stayed for two (2) years upon the following terms and
18 conditions:

19
20 1. Respondent shall obey all laws, rules and
21 regulations governing the rights, duties and responsibilities of
22 a real estate licensee in the State of California; and

23 2. That no final subsequent determination be made,
24 after hearing or upon stipulation that cause for disciplinary
25 action occurred within two (2) years of the effective date of
26 this Decision. Should such a determination be made, the
27 Commissioner may, in his discretion, vacate and set aside the

1 stay order and reimpose all or a portion of the stayed
2 suspension. Should no such determination be made, the stay
3 imposed herein shall become permanent.

4 3. Provided, however, that if Respondent petitions,
5 the remaining fifty (50) days of said one hundred (100) day
6 suspension shall be stayed upon condition that:

7 a. Respondent pays a monetary penalty pursuant to
8 Section 10175.2 of the Business and Professions Code at the rate
9 of \$100 for each day of the suspension for a total monetary
10 penalty of \$5,000.

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

16 c. No further cause for disciplinary action
17 against the real estate licenses of Respondent occurs within two
18 (2) years from the effective date of the Decision in this
19 matter.

20 d. If Respondent fails to pay the monetary
21 penalty in accordance with the terms and conditions of the
22 Decision, the Commissioner may, without a hearing, order the
23 immediate execution of all or any part of the stayed suspension
24 in which event the Respondent shall not be entitled to any
25 repayment nor credit, prorated or otherwise, for money paid to
26 the Department under the terms of this Decision.
27

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

6
7 DATED: April 26, 2012 James R. Peel
8 JAMES R. PEEL, Counsel for the
9 Department of Real Estate

* * *

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

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

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

4 Further, if the Respondent is represented, the
 5 Respondent's representative can signify his or her agreement to
 6 the terms and conditions of the Stipulation and Agreement by
 7 submitting that signature via fax.

8
 9 DATED: 04/25/2012

Sonny Thai
 SONNY THAI
 Respondent

10
 11 DATED: 4/25/12

Dean E. Daggett
 DEAN E. DAGGETT
 Counsel for Respondent

12
 13 * * *

14 The foregoing Stipulation and Agreement is hereby
 15 adopted as my Decision and Order in this matter, and shall
 16 become effective at 12 o'clock noon on _____

17 IT IS SO ORDERED _____

18
 19 REAL ESTATE COMMISSIONER
 20
 21 _____
 22
 23
 24
 25
 26
 27

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

4 Further, if the Respondent is represented, the
5 Respondent's representative can signify his or her agreement to
6 the terms and conditions of the Stipulation and Agreement by
7 submitting that signature via fax.

8
9 DATED: _____
10 SONNY THAI
11 Respondent

12 DATED: _____
13 DEAN E. DAGGETT
14 Counsel for Respondent

15 * * *

16 The foregoing Stipulation and Agreement is hereby
17 adopted as my Decision and Order in this matter, and shall
18 become effective at 12 o'clock noon on SEP - 4 2012

19 IT IS SO ORDERED 5/20/2012

20 REAL ESTATE COMMISSIONER

21 
22 By WAYNE S. BELL
23 Chief Counsel