



2.

Respondent is presently licensed under the Real Estate Law, Part 1 of Division 4 of the California Business and Professions Code ("Code") as a real estate salesperson.

3.

EUWHA K. TRANSACTION

On or about December 17, 2009, Respondent drafted two different Residential Lease or Month-To-Month Lease Agreements for the tenant Eunhwa K. regarding the rental of a real property. Both of the Lease Agreements named Respondent as the Leasing Agent for Eunhwa K. One Lease Agreement, which Respondent submitted to the property's listing agent, called for Euhwa K. to submit \$2,800 as an advance rental payment for the month of January 2010. The other Lease Agreement, which Respondent submitted to Euhwa K, called for Euhwa K. to submit \$16,800 in advance rental payments for the months of January through June 2010. Euhwa submitted six months of advance rental payments to Respondent and moved into the rental property.

4.

On January 31, 2010, Respondent sent the listing agent a personal check from Respondent's bank account for Euhwa K's February rent. This check was returned for non-sufficient funds. In early March 2010, Respondent sent the listing agent another personal check for Euhwa K's March rent. This check also had non-sufficient funds. On April 6, 2010, the listing agent directly contacted Euhwa K. regarding the rents for February and March 2010. Euhwa K. informed the listing agent that she had already paid Respondent for the first six months rent. The listing agent and Euhwa K. discovered that they had received different Lease Agreements from Respondent, both of which contained forged signatures.

5.

MUN & MI C. TRANSACTION

On August 19, 2010, Respondent signed a Disclosure Regarding Real Estate Relationship with Mun & Mi C., in which Respondent agreed to represent Mun & Mi C. in the purchase of real estate. Respondent listed himself as an agent of the broker "UPI, Inc". Respondent was not licensed with the Department as under the employ any broker on August 19, 2010. Respondent has never been licensed with the Department as employed by "UPI, Inc".

6.

On August 19, 2010, Mun & Mi C. entered into a Residential Purchase Agreement, which was signed by Respondent as an agent of "UPI, Inc". The Purchase Agreement stated that the buyer shall pay an initial deposit of \$50,000, made payable to "UPI, Inc". The purchase agreement further stated the \$50,000 deposit "shall be held uncashed until Acceptance and then deposited with Escrow Holder". On August 19, 2010, Mun & Mi C. gave Respondent a \$50,000 deposit check addressed to "UPI, Inc". Respondent gave the \$50,000 check to Charles A. Rim, who was the designated broker-officer of "United Pacific Investments, Inc." Respondent told Mr. Rim that the check was repayment for several loans Respondent had taken from Mr. Rim over the previous months. Neither Mr. Rim, nor United Pacific Investments, Inc, have ever employed Respondent. Mr. Rim denies any knowledge of the Mun & Mi C. transaction when he received the \$50,000 check.

7.

Mun and Mi C's August 19, 2010 offer on the real property was not accepted and the purchase transaction did not proceed. Shortly thereafter, Mun and Mi C. requested that Respondent return their \$50,000 deposit. On September 21, 2010, Respondent gave them a \$50,000 check drawn from Respondent's personal account. The check was returned for non-sufficient funds. As of November 9, 2010, Mun and Mi C. had still not received a refund of their \$50,000 check.

#### DETERMINATION OF ISSUES

1.

The conduct acts of omissions of Respondent, as alleged in Findings 3 through 7 above, involve substantial misrepresentation and fraud, constituting cause under Code Sections 10176(a), 10176(i) and 10177(g) for the suspension or revocation of the license and license rights of Respondent under the Real Estate Law.

2.

Code Section 10137 states that no salesperson shall be employed by or accept compensation from any person other than the broker under whom he is at the time licensed. At the time of the transaction described in Findings 5 through 7 above, Respondent was not licensed under any broker, constituting case under Code Section 10137 for the suspension or revocation of the license and license rights of Respondent under the Real Estate Law.

3.

The standard of proof applied was clear and convincing proof to a reasonable certainty.

ORDER

The license and license rights of Respondent JONG HWAN HUH under the provisions of Part I of Division 4 of the Business and Professions Code are revoked.

This Decision shall become effective at 12 o'clock noon on OCT 29 2012.

DATED: 9/14/2012

Real Estate Commissioner

  
By WAYNE S. BELL  
Chief Counsel

1 Department of Real Estate  
2 320 West Fourth Street, Suite 350  
3 Los Angeles, CA 90013

4 (213) 576-6982

**FILED**

AUG 27 2012

DEPARTMENT OF REAL ESTATE  
BY: *Dolores Weeks*

5  
6  
7  
8 BEFORE THE DEPARTMENT OF REAL ESTATE

9 STATE OF CALIFORNIA

10 \* \* \*

11 In the Matter of the Accusation of ) NO. H-38219 LA  
12 )  
13 JONG HWAN HUH, ) DEFAULT ORDER  
14 )  
15 )  
16 Respondent. )

17 Respondent JONG HWAN HUH, having failed to file a  
18 Notice of Defense within the time required by Section 11506  
19 of the Government Code, is now in default. It is, therefore,  
20 ordered that a default be entered on the record in this  
21 matter.

22 IT IS SO ORDERED

*August 27, 2012*

23 Real Estate Commissioner

24  
25 By:

*Dolores Weeks*

26 DOLORES WEEKS

27 Regional Manager