

1 BUREAU OF REAL ESTATE
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FILED

DEC 13 2017

BUREAU OF REAL ESTATE
By Angela Warner

8 BEFORE THE BUREAU OF REAL ESTATE
9 DEPARTMENT OF CONSUMER AFFAIRS
10 STATE OF CALIFORNIA

11 * * *

13 In the Matter of the Accusation against) CalBRE No. H-40636 LA
14 COLBY SEONGWU JO, doing business as) OAH No. 2017060727
15 Omni Property Management Co. and) STIPULATION AND AGREEMENT
16 Omni Realty and Investment Group Co.,) IN SETTLEMENT AND ORDER
17 Respondent.)

18 It is hereby stipulated by and between Respondent COLBY SEONGWU JO
19 ("Respondent") and his attorney, Jamie Y. Lee Esq., and Complainant, acting by and through
20 Lissete Garcia, Counsel for the Bureau of Real Estate ("Bureau"), as follows for the purpose of
21 settling and disposing the First Amended Accusation filed on August 9, 2017, with Bureau Case
22 No. H-40636 LA ("First Amended Accusation") in this matter:

23 1. All issues which were to be contested and all evidence which was to be presented by
24 Complainant and Respondent at a formal hearing on the First Amended Accusation, which

Stipulation and Agreement
H-40636 LA

1 hearing was to be held in accordance with the provisions of the Administrative Procedure Act
2 (“APA”), shall instead and in place thereof be submitted on the basis of the provisions of this
3 Stipulation and Agreement in Settlement and Order (“Stipulation”).

4 2. Respondent has received, read, and understands the Statement to Respondent, the
5 Discovery Provisions of the APA, and First Amended Accusation filed by the Bureau in this
6 proceeding.

7 3. A Notice of Defense was filed by Respondent pursuant to Section 11506 of the
8 Government Code for the purpose of requesting a hearing on the allegations in the First
9 Amended Accusation. Respondent hereby freely and voluntarily withdraws said Notice of
10 Defense. Respondent acknowledges and understands that by withdrawing said Notice of
11 Defense he will thereby waive his rights to require the Real Estate Commissioner
12 (“Commissioner”) to prove the allegations in the First Amended Accusation at a contested
13 hearing held in accordance with the provisions of the APA and that he will waive other rights
14 afforded to him in connection with the hearing such as the right to present evidence in defense of
15 the allegations in the First Amended Accusation and the right to cross-examine witnesses.

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

22 5. This Stipulation and Respondent’s decision not to contest the First Amended
23 Accusation are made for the purpose of reaching an agreed disposition of this proceeding and are
24

1 expressly limited to this proceeding and any other proceeding or case in which the Bureau of
2 Real Estate, or another licensing agency of this state, another state or if the federal government is
3 involved and otherwise shall not be admissible in any other criminal or civil proceedings.

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

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

15 8. Respondent understands that by agreeing to this Stipulation, Respondent agrees to
16 pay, pursuant to Section 10148 of the California Business and Professions Code ("Code"), the
17 cost of the audit which resulted in the determination that Respondent committed the violations
18 found in the "Determination of Issues" below. The amount of said cost is \$4,601.22.

19 9. Respondent understands that by agreeing to this Stipulation, the findings set forth
20 below in the Determination of Issues become final, and the Commissioner may charge
21 Respondent for the cost of any subsequent audit conducted pursuant to Business and Professions
22 Code Section 10148 to determine if the violations have been corrected. The maximum cost of
23 the subsequent audit will not exceed \$5,751.53.

1 Decision and Order. Should such a determination be made, the Commissioner may, in his
2 discretion, vacate and set aside the stay order and reimpose all or a portion of the stayed
3 suspension. Should no such determination be made, the stay imposed herein shall become
4 permanent.

5 2) All licenses and licensing rights of Respondent COLBY SEONGWU JO are
6 indefinitely suspended unless or until Respondent pays the sum of \$5,766.44 for the
7 Commissioner's reasonable cost of the investigation and enforcement which led to this
8 disciplinary action. Said payment shall be in the form of a cashier's check made payable to the
9 Bureau of Real Estate. **The investigative and enforcement costs must be delivered to the**
10 **Bureau of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior**
11 **to the effective date of this Decision and Order.** Payment of investigation and enforcement
12 costs should not be made until the Stipulation has been approved by the Commissioner.

13 3) All licenses and licensing rights of Respondent COLBY SEONGWU JO are
14 indefinitely suspended unless or until Respondent provides proof satisfactory to the
15 Commissioner, of having taken and successfully completed the continuing education course on
16 trust fund accounting and handling specified in paragraph (3) of subdivision (a) of Section
17 10170.5 of the Business and Professions Code. Proof of satisfaction of these requirements
18 includes evidence that Respondent has successfully completed the trust fund account and
19 handling continuing education courses, no earlier than 120 days prior to the effective date of the
20 Decision and Order in this matter. **Proof of completion of the trust fund accounting and**
21 **handling course must be delivered to the Bureau of Real Estate, Flag Section at P.O. Box**
22 **137013, Sacramento, CA 95813-7013 or by fax at 916-263-8758, prior to the effective date**
23 **of this Decision and Order.**

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1 4) Respondent COLBY SEONGWU JO shall, within six (6) months from the
2 **effective date of this Decision, take and pass the Professional Responsibility Examination**
3 **administered by the Bureau including the payment of the appropriate examination fee. If**
4 **Respondent fails to satisfy this condition, Respondent's real estate license shall automatically be**
5 **suspended until Respondent passes the examination.**

6 5) Respondent COLBY SEONGWU JO shall, within nine (9) months from the
7 **effective date of this Decision and Order, present evidence satisfactory to the Commissioner**
8 **that Respondent has, since the most recent issuance of an original or renewal real estate license,**
9 **taken and successfully completed the continuing education requirements of Article 2.5 of**
10 **Chapter 3 of the Real Estate Law for renewal of a real estate license. If Respondent fails to**
11 **satisfy this condition, Respondent's real estate license shall automatically be suspended until**
12 **Respondent presents evidence satisfactory to the Commissioner of having taken and successfully**
13 **completed the continuing education requirements. Proof of completion of the continuing**
14 **education courses must be delivered to the Bureau of Real Estate, Flag Section at P.O. Box**
15 **137013, Sacramento, CA 95813-7013.**

16 6) Pursuant to Section 10148 of the Code, Respondent COLBY SEONGWU JO
17 **shall pay the sum of \$4,601.22 for the Commissioner's cost of the audit which led to this**
18 **disciplinary action. Respondent shall pay such cost within sixty (60) days of receiving an**
19 **invoice therefore from the Commissioner. Payment of audit costs should not be made until**
20 **Respondent receive the invoice. If Respondent fail to satisfy this condition in a timely manner as**
21 **provided for herein, Respondent's real estate licenses shall automatically be suspended until**
22 **payment is made in full, or until a decision providing otherwise is adopted following a hearing**
23 **held pursuant to this condition.**

1 7) Pursuant to Section 10148 of the Code, Respondent COLBY SEONGWU JO
2 shall pay the Commissioner's reasonable cost, not to exceed \$5,751.53, for an audit to determine
3 if Respondent have corrected the violations found in the Determination of Issues. In calculating
4 the amount of the Commissioner's reasonable cost, the Commissioner may use the estimated
5 average hourly salary for all persons performing audits of real estate brokers, and shall include
6 an allocation for travel time to and from the auditor's place of work. Respondent shall pay such
7 cost within sixty (60) days of receiving an invoice therefore from the Commissioner.
8 Payment of the audit costs should not be made until Respondent receive the invoice. If
9 Respondent fail to satisfy this condition in a timely manner as provided for herein, Respondent's
10 real estate licenses shall automatically be suspended until payment is made in full, or until a
11 decision providing otherwise is adopted following a hearing held pursuant to this condition.

12 DATED: 11/14/2017


Lissete Garcia, Counsel
Bureau of Real Estate

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

22 Respondent can signify acceptance and approval of the terms and conditions of this
23 Stipulation and Agreement by electronically e-mailing a copy of the signature pages, as actually
24 signed by Respondent, to the Bureau. Respondent agrees, acknowledges, and understands that

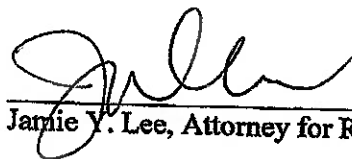
1 by electronically sending to the Bureau an electronic copy of Respondent's actual signatures, as
2 they appear on the Stipulation, that receipt of the emailed copy by the Bureau shall be as binding
3 on Respondent as if the Bureau had received the original signed Stipulation. By signing this
4 Stipulation, Respondent understands and agrees that Respondent may not withdraw
5 Respondent's agreement or seek to rescind the Stipulation prior to the time the Commissioner
6 considers and acts upon it or prior to the effective date of the Stipulation and Order

7 DATED: 11/13/2017


Respondent COLBY SEONGWU JO

9
10 *I have reviewed the Stipulation and Agreement in Settlement and Order as to form and*
11 *content and have advised my clients accordingly.*

12 DATED: 11-13-17


Jamie Y. Lee, Attorney for Respondent

14 * * *

15 The foregoing Stipulation and Agreement in Settlement and Order is hereby
16 adopted by me as my Decision in this matter and shall become effective at 12 o'clock noon on
17 _____, 2017.

18 IT IS SO ORDERED _____, 2017.

19 WAYNE S. BELL
20 REAL ESTATE COMMISSIONER

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22
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24

1 by electronically sending to the Bureau an electronic copy of Respondent's actual signatures, as
2 they appear on the Stipulation, that receipt of the emailed copy by the Bureau shall be as binding
3 on Respondent as if the Bureau had received the original signed Stipulation. By signing this
4 Stipulation, Respondent understands and agrees that Respondent may not withdraw
5 Respondent's agreement or seek to rescind the Stipulation prior to the time the Commissioner
6 considers and acts upon it or prior to the effective date of the Stipulation and Order.

7 DATED: _____

Respondent COLBY SEONGWU JO

9
10 *I have reviewed the Stipulation and Agreement in Settlement and Order as to form and*
11 *content and have advised my clients accordingly.*

12 DATED: _____

Jamie Y. Lee, Attorney for Respondent

14 * * *

15 The foregoing Stipulation and Agreement in Settlement and Order is hereby
16 adopted by me as my Decision in this matter and shall become effective at 12 o'clock noon on
17 JAN 01 2018, 2017.

18 IT IS SO ORDERED December 7, 2017.

19 WAYNE S. BELL
20 REAL ESTATE COMMISSIONER

21 *Daniel J. Sandri*

22 By: DANIEL J. SANDRI
23 Chief Deputy Commissioner

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