

FILED

FEB 12 2019

DEPARTMENT OF REAL ESTATE

By *Rj dew*

1 Department of Real Estate
2 P.O. Box 137007
3 Sacramento, CA 95813-7007

4 Telephone: (916) 263-8672
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8 **BEFORE THE DEPARTMENT OF REAL ESTATE**
9 **STATE OF CALIFORNIA**

10 * * *

11 In the Matter of the Accusation of)	No. H-11937 SF
)	
12 YING HE,)	<u>STIPULATION AND</u>
)	<u>AGREEMENT</u>
13 Respondent.)	
14 _____)	

15 It is hereby stipulated by and between YING HE (HE) (sometimes referred to as
16 Respondent), represented by Mary E. Work, and the Complainant, acting by and through Richard
17 K. Uno, Counsel for the Department of Real Estate (Department), as follows for the purpose of
18 settling and disposing the Accusation filed on January 27, 2016, in this matter:

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

24 2. Respondent has received, read, and understands the Statement to
25 Respondent, and the Discovery Provisions of the APA filed by the Department in this
26 proceeding.
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1 3. Respondent filed a Notice of Defense pursuant to Section 11505 of the
2 Government Code for the purpose of requesting a hearing on the allegations in the Accusation.
3 Respondent hereby freely and voluntarily withdraws said Notice of Defense. Respondent
4 acknowledges that Respondent understands that by withdrawing said Notice of Defense
5 Respondent will thereby waive Respondent's rights to require the Real Estate Commissioner
6 (Commissioner) to prove the allegations in the Accusation at a contested hearing held in
7 accordance with the provisions of the APA, and that Respondent will waive other rights afforded
8 to Respondent in connection with the hearing such as the right to present evidence in defense of
9 the allegations in the Accusation and the right to cross-examine witnesses.

10 4. The parties agree that the factual allegations contained in the Accusation,
11 particularly those contained at Paragraphs 6, 7, 8, 10 and 11, are incorrect and subject to
12 collateral estoppel. In the interest of expediency and economy, Respondent chooses to forego
13 requiring the Real Estate Commissioner to prove at a contested hearing that there is a basis to
14 impose discipline against the license held by Respondent and instead agrees to the imposition of
15 discipline based on a violation of Section 10177(g) of the Code.

16 5. This Stipulation and Agreement and Respondent's decision not to contest
17 the Accusation are made for the purpose of reaching an agreed disposition of this proceeding and
18 are expressly limited to this proceeding and any other proceeding or case in which the
19 Department, the state or federal government, an agency of this state, or an agency of another state
20 is involved.

21 6. Respondent understands that by agreeing to this Stipulation, Respondent
22 agrees to pay, pursuant to Section 10106 of the Business and Professions Code (Code), the cost
23 of the investigation and enforcement which resulted in the determination that Respondent
24 committed the violations found in the Determination of Issues. The amount of said costs is
25 \$2,676.00.

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1 b) No further cause for disciplinary action against the Real Estate licenses of
2 RESPONDENT occurs within two (2) years from the effective date of the decision in this matter.

3 c) If RESPONDENT fails to pay the monetary penalty as provided above prior to the
4 effective date of this Order, the stay of the suspension shall be vacated as to that RESPONDENT
5 and the order of suspension shall be immediately executed, under this Order, in which event
6 RESPONDENT shall not be entitled to any repayment nor credit, prorated or otherwise, for the
7 money paid to the Department under the terms of this Order.

8 d) If RESPONDENT pays the monetary penalty and any other moneys due under this
9 Stipulation and Agreement and if no further cause for disciplinary action against the real estate
10 license of said RESPONDENT occurs within two (2) years from the effective date of this Order,
11 the entire stay hereby granted this Order, as to said RESPONDENT, shall become permanent.

12 2) Sixty (60) days of said suspension shall be stayed for two (2) years upon the
13 following terms and conditions:

14 a) RESPONDENT shall obey all laws, rules and regulations governing the rights,
15 duties and responsibilities of a real estate licensee in the State of California; and,

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

21 3) All licenses and licensing rights of RESPONDENT are indefinitely suspended
22 unless or until Respondent pays the sum of \$2,676.00 for the Commissioner's reasonable cost of
23 the investigation and enforcement which led to this disciplinary action. Said payment shall be in
24 the form of a cashier's check made payable to the Bureau of Real Estate. The investigative and

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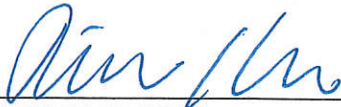
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3 enforcement costs must be delivered to the Bureau of Real Estate, Flag Section at P.O. Box
4 137013, Sacramento, CA 95813-7013, prior to the effective date of this Decision and Order.
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6
7 DATED

1/10/2019


RICHARD K. UNO
Counsel for Complainant


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9 * * *

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11 I have read the Stipulation and Agreement, discussed it with my counsel, and its
12 terms are understood by me and are agreeable and acceptable to me. I understand that I am
13 waiving rights given to me by the California Administrative Procedure Act, and I willingly,
14 intelligently and voluntarily waive those rights, including the right of requiring the
15 Commissioner to prove the allegations in the Accusation at a hearing at which I would have the
16 right to cross-examine witnesses against me and to present evidence in defense and mitigation of
17 the charges.

18 Respondent and Respondent's attorney further agree to send the original signed
19 Stipulation by mail to the following address no later than one (1) week from the date the
20 Stipulation is signed by Respondent and Respondent's attorney: *Department of Real Estate,*
21 *Legal Section, P.O. Box 137007, Sacramento, California 95813-7007.* Respondent and
22 Respondent's attorney understand and agree that if they fail to return the original signed
23 Stipulation by the due date, Complainant retains the right to set this matter for hearing.

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25 DATED

1/7/2019

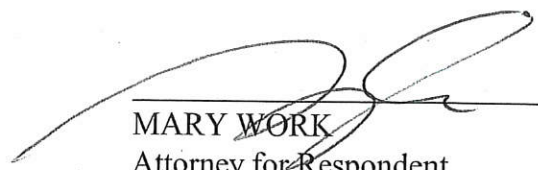

YING HE
Respondent

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I have reviewed the Stipulation and Agreement as to form and content and have advised my clients accordingly.

1/10/2019

DATED



MARY WORK
Attorney for Respondent

The foregoing Stipulation and Agreement is hereby adopted as my Decision and Order and shall become effective at 12 o'clock noon on **MAR 05 2019**.

IT IS SO ORDERED February 8, 2019.

DANIEL J. SANDRI
ACTING REAL ESTATE COMMISSIONER

