

1 3. On March 18, 2021, a Notice of Defense was received from all Respondents
2 pursuant to Section 11505 of the Government Code for the purpose of requesting a hearing on
3 the allegations made in the Accusation. Respondents hereby freely and voluntarily withdraw
4 said Notices of Defense. Respondents acknowledge that they understand that by withdrawing
5 said Notices of Defense they will thereby waive their rights to require the Commissioner to
6 prove the allegations in the Accusation at a contested hearing held in accordance with the
7 provisions of the APA and that they will waive other rights afforded to them in connection
8 with the hearing such as the right to present evidence in defense of the allegations in the
9 Accusation and the right to cross-examine witnesses.

10 4. This Stipulation is based on the factual allegations contained in the
11 Accusation. In the interest of expediency and economy, Respondents chooses not to contest
12 these factual allegations, but to remain silent and understand that, as a result thereof, these
13 factual statements will serve as a prima facie basis for the "Determination of Issues" and
14 "Order" set forth below. The Commissioner shall not be required to provide further evidence to
15 prove such allegations.

16 5. This Stipulation and Agreement is made for the purpose of reaching an
17 agreed disposition of this proceeding and is expressly limited to this proceeding and any other
18 proceeding or case in which the Department, the state or federal government, any agency of
19 this state, or an agency of another state is involved.

20 6. It is understood by the parties that the Real Estate Commissioner may adopt
21 the Stipulation and Agreement as his Decision in this matter, thereby imposing the penalties
22 and sanctions on Respondents' real estate licenses and license rights as set forth in the below
23 "Order." In the event that the Commissioner in his discretion does not adopt the Stipulation
24 and Agreement, it shall be void and of no effect, and Respondents shall retain the right to a
25 hearing and proceeding on the Accusation under all the provisions of the APA and shall not be
26 bound by any admission or waiver made herein.

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- a) Said payment shall be in the form of a cashier's check made payable to the Department of Real Estate. Said check must be delivered to the Department of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective date of this Order.
 - b) No further cause for disciplinary action against the real estate license of RWC occurs within two (2) years from the effective date of the decision in this matter.
 - c) If RWC fails to pay the monetary penalty as provided above prior to the effective date of this Order, the stay of the suspension shall be vacated as to RWC and the order of suspension shall be immediately executed, under this Order, in which event RWC shall not be entitled to any repayment nor credit, prorated or otherwise, for the money paid to the Department under the terms of this Order.
 - d) If RWC pays the monetary penalty and any other moneys due under this Stipulation and if no further cause for disciplinary action against the real estate license of RWC occurs within two (2) years from the effective date of this Order, the entire stay hereby granted in this Order shall become permanent.
2. Thirty (30) days of said suspension shall be stayed for two (2) years upon the following terms and conditions:
- a) RWC shall obey all laws, rules and regulations governing the rights, duties and responsibilities of a real estate licensee in the State of California; and,
 - b) That no final subsequent determination be made, after hearing or upon stipulation that cause for disciplinary action occurred within two (2) years from the effective date of this Order. Should such a determination be made, the Commissioner may, in his discretion, vacate and set aside the stay order and re-impose all or a portion of the stayed suspension. Should no such

1 determination be made, the stay imposed herein shall become permanent.

2 3. All licenses and licensing rights of RWC, are indefinitely suspended unless or
3 until RWC, jointly and severally with ONG, pay the sum of \$3,415 for the Commissioner's
4 reasonable cost of the investigation and enforcement which led to this disciplinary action. Said
5 payment shall be in the form of a credit card payment, or a cashier's check, or a certified check
6 made payable to the Department of Real Estate. The investigative and enforcement costs must be
7 delivered and/or made payable to the Department of Real Estate, Flag Section at P.O. Box
8 137013, Sacramento, CA 95813-7013, prior to the effective date of this Order.

9 4. RWC shall, jointly and severally with ONG, pay the sum of \$2,672 for the
10 Commissioner's cost of the audit which led to this disciplinary action. RWC shall, jointly and
11 severally with ONG, pay such cost within sixty (60) days of receiving an invoice therefore
12 from the Commissioner. The Commissioner shall indefinitely suspend all licenses and
13 licensing rights of RWC pending a hearing held in accordance with Section 11500, et seq., of
14 the Government Code, if payment is not timely made as provided for herein, or as provided for
15 in a subsequent agreement between RWC and the Commissioner. The suspension shall remain
16 in effect until payment is made in full or until RWC enter into an agreement satisfactory to the
17 Commissioner to provide for payment, or until a decision providing otherwise is adopted
18 following a hearing held pursuant to this condition.

19 5. RWC shall, jointly and severally with ONG, pay the Commissioner's costs,
20 not to exceed \$3,340, of any audit conducted pursuant to Section 10148 of the Code to
21 determine if RWC has corrected the violations described in the Determination of Issues, above,
22 and any other violations found in the audit which led to this disciplinary action. In calculating
23 the amount of the Commissioner's reasonable cost, the Commissioner may use the estimated
24 average hourly salary for all persons performing audits of real estate brokers, and shall include
25 an allocation for travel time to and from the auditor's place of work. RWC shall, jointly and
26 severally with ONG, pay such cost within sixty (60) days of receiving an invoice therefore
27 from the Commissioner detailing the activities performed during the audit and the amount of

1 time spent performing those activities. If RWC fails to, jointly and severally with ONG, pay
2 such cost within the sixty (60) days, the Commissioner shall indefinitely suspend all licenses
3 and licensing rights of RWC under the Real Estate Law until payment is made in full or until
4 RWC enters into an agreement satisfactory to the Commissioner to provide for payment. Upon
5 full payment, the indefinite suspension provided for in this paragraph shall be stayed.

6 **II. As to ONG**

7 All licenses and licensing rights of ONG, under the Real Estate Law are
8 suspended for a period of sixty (60) days from the effective date of this Order; provided,
9 however, that:

10 1. Thirty (30) days of said suspension shall be stayed, upon the condition that
11 ONG petitions pursuant to Section 10175.2 of the Code and pays a monetary penalty pursuant to
12 Section 10175.2 of the Code at a rate of \$75 for each day of the suspension for a total monetary
13 penalty of \$2,250.

14 a) Said payment shall be in the form of a cashier's check made payable to the
15 Department of Real Estate. Said check must be delivered to the Department
16 of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-
17 7013, prior to the effective date of this Order.

18 b) No further cause for disciplinary action against the real estate license of ONG
19 occurs within two (2) years from the effective date of the decision in this
20 matter.

21 c) If ONG fails to pay the monetary penalty as provided above prior to the
22 effective date of this Order, the stay of the suspension shall be vacated as to
23 ONG and the order of suspension shall be immediately executed, under this
24 Order, in which event ONG shall not be entitled to any repayment nor credit,
25 prorated or otherwise, for the money paid to the Department under the terms
26 of this Order.

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1 d) If ONG pays the monetary penalty and any other moneys due under this
2 Stipulation and if no further cause for disciplinary action against the real
3 estate license of ONG occurs within two (2) years from the effective date of
4 this Order, the entire stay hereby granted in this Order shall become
5 permanent.

6 2. Thirty (30) days of said suspension shall be stayed for two (2) years upon
7 the following terms and conditions:

- 8 a) ONG shall obey all laws, rules and regulations governing the rights, duties
9 and responsibilities of a real estate licensee in the State of California; and
10 b) That no final subsequent determination be made, after hearing or upon
11 stipulation that cause for disciplinary action occurred within two (2) years
12 from the effective date of this Order. Should such a determination be made,
13 the Commissioner may, in his discretion, vacate and set aside the stay order
14 and re-impose all or a portion of the stayed suspension. Should no such
15 determination be made, the stay imposed herein shall become permanent.

16 3. ONG shall, within six (6) months from the effective date of this Order, take
17 and pass the Professional Responsibility Examination administered by the Department,
18 including the payment of the appropriate examination fee. If ONG fails to satisfy this condition,
19 ONG's real estate license shall automatically be suspended until ONG passes the examination.

20 4. All licenses and licensing rights of ONG are indefinitely suspended unless or
21 until ONG provides proof satisfactory to the Commissioner, of having taken and successfully
22 completed the continuing education course on trust fund accounting and handling specified in
23 paragraph (3) of subdivision (a) of Section 10170.5 of the Code. Proof of satisfaction of these
24 requirements includes evidence that ONG has successfully completed the trust fund accounting
25 and handling continuing education course, no earlier than one hundred twenty (120) days prior
26 to the effective date of the Order in this matter. Proof of completion of the trust fund accounting
27 and handling course must be delivered to the Department of Real Estate, Flag Section at P.O.

1 Box 137013, Sacramento, CA 95813-7013 or by fax at 916-263-8785, prior to the effective date
2 of this Order.

3 5. All licenses and licensing rights of ONG, are indefinitely suspended unless or
4 until ONG, jointly and severally with RWC, pay the sum of \$3,415 for the Commissioner's
5 reasonable cost of the investigation and enforcement which led to this disciplinary action. Said
6 payment shall be in the form of a credit card, or a cashier's check, or a certified check made
7 payable to the Department of Real Estate. The investigative and enforcement costs must be
8 delivered and/or made payable to the Department of Real Estate, Flag Section at P.O. Box
9 137013, Sacramento, CA 95813-7013, prior to the effective date of this Order.

10 6. ONG shall, jointly and severally with RWC, pay the sum of \$2,672 for the
11 Commissioner's cost of the audit which led to this disciplinary action. ONG shall, jointly and
12 severally with RWC, pay such cost within sixty (60) days of receiving an invoice therefore
13 from the Commissioner. The Commissioner shall indefinitely suspend all licenses and
14 licensing rights of ONG pending a hearing held in accordance with Section 11500, et seq., of
15 the Government Code, if payment is not timely made as provided for herein, or as provided for
16 in a subsequent agreement between ONG and the Commissioner. The suspension shall remain
17 in effect until payment is made in full or until ONG enter into an agreement satisfactory to the
18 Commissioner to provide for payment, or until a decision providing otherwise is adopted
19 following a hearing held pursuant to this condition.

20 7. ONG shall, jointly and severally with RWC, pay the Commissioner's costs,
21 not to exceed \$3,340, of any audit conducted pursuant to Section 10148 of the Code to
22 determine if ONG has corrected the violations described in the Determination of Issues, above,
23 and any other violations found in the audit which led to this disciplinary action. In calculating
24 the amount of the Commissioner's reasonable cost, the Commissioner may use the estimated
25 average hourly salary for all persons performing audits of real estate brokers, and shall include
26 an allocation for travel time to and from the auditor's place of work. ONG shall, jointly and
27 severally with RWC, pay such cost within sixty (60) days of receiving an invoice therefore

1 from the Commissioner detailing the activities performed during the audit and the amount of
2 time spent performing those activities. If ONG fails to, jointly and severally with RWC, pay
3 such cost within the sixty (60) days, the Commissioner shall indefinitely suspend all licenses
4 and licensing rights of ONG under the Real Estate Law until payment is made in full or until
5 ONG enters into an agreement satisfactory to the Commissioner to provide for payment. Upon
6 full payment, the indefinite suspension provided for in this paragraph shall be stayed.

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9 7-12-22



10 DATED

ADRIANA Z. BADILAS, Counsel
Department of Real Estate

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12 * * *

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

21 Respondents and Respondents' attorney further agree to send the original signed
22 Stipulation and Agreement by mail to the following address no later than one (1) week from the
23 date the Stipulation and Agreement is signed by Respondents and Respondents' attorney:
24 *Department of Real Estate, Legal Section, P.O. Box 137007, Sacramento, California 95813-*
25 *7007.*

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Respondents and Respondents' attorney understand and agree that if they fail to return the original signed Stipulation and Agreement by the due date, Complainant retains the right to set this matter for hearing.

DATED

RAYMOND CHIN-LEI ONG
Designated Officer for Respondent
RWC PROPERTY SERVICES, INC.

DATED

RAYMOND CHIN-LEI ONG
Respondent

* * *

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

DATED

DocuSigned by:
Ginger L. Sotelo
CAF228196D45431

GINGER SOTELO
Attorney for Respondents

* * *

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

IT IS SO ORDERED _____, 2022.

REAL ESTATE COMMISSIONER

DOUGLAS R. McCAULEY

1 Respondents and Respondents' attorney understand and agree that if they fail to
2 return the original signed Stipulation and Agreement by the due date, Complainant retains the
3 right to set this matter for hearing.

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5 7/11/2022

Raymond Ong

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7 DATED

RAYMOND CHIN-LEI ONG
Designated Officer for Respondent
RWC PROPERTY SERVICES, INC.

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10 7/11/2022

Raymond Ong

11 DATED

RAYMOND CHIN-LEI ONG
Respondent

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15 *I have reviewed the Stipulation and Agreement as to form and content and*
16 *have advised my client accordingly.*

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18 DATED

GINGER SOTELO
Attorney for Respondents

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20 * * *

21 The foregoing Stipulation and Agreement is hereby adopted as my Decision in
22 this matter and shall become effective at 12 o'clock noon on OCT 25 2022.

23 IT IS SO ORDERED 8.25.22, 2022.

24 REAL ESTATE COMMISSIONER

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26 *Douglas R. McCauley*
27 DOUGLAS R. McCAULEY