

1 Department of Real Estate  
2 320 West 4th Street, Ste. 350  
3 Los Angeles, California 90013-1105  
4 Telephone: (213) 576-6982

**FILED**

JAN 09 2013

DEPARTMENT OF REAL ESTATE

BY: 

8 BEFORE THE DEPARTMENT OF REAL ESTATE

9 STATE OF CALIFORNIA

10 \* \* \*

11 In the Matter of the Accusation of	)	No. H-37508 LA
	)	L-2011100502
12 IVY LHEE, doing business as Ivy Realty,	)	
	)	
13 Respondent.	)	<u>STIPULATION</u>
	)	<u>AND</u>
	)	<u>AGREEMENT</u>
	)	
16	)	

17 It is hereby stipulated by and between Respondent IVY LHEE ("Respondent" or  
18 "LHEE"), represented by Frank M. Buda Esq. and the Complainant, acting by and through Julie  
19 L. To, Counsel for the Department of Real Estate, as follows for the purpose of settling and  
20 disposing of the Accusation ("Accusation") filed on September 7, 2011, and amended on April  
21 18, 2012, in this matter:

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

27 2. Respondent has received, read and understands the Statement to Respondent,

1 the Discovery Provisions of the APA and the Accusation filed by the Department of Real Estate  
2 in this proceeding.

3           3. Respondent timely filed a Notice of Defense pursuant to Section 11506 of the  
4 Government Code for the purpose of requesting a hearing on the allegations in the Accusation.  
5 Respondent hereby freely and voluntarily withdraws said Notice of Defense. Respondent  
6 acknowledges that she understands that by withdrawing said Notice of Defense she thereby  
7 waives her right to require the Commissioner to prove the allegations in the Accusation at a  
8 contested hearing held in accordance with the provisions of the APA and that she will waive  
9 other rights afforded to her in connection with the hearing such as the right to present evidence in  
10 their defense and the right to cross-examine witnesses.

11           4. This Stipulation is based on the factual allegations contained in the Accusation.  
12 In the interest of expedience and economy, Respondent chooses not to contest these allegations,  
13 but to remain silent and understands that, as a result thereof, these factual allegations, without  
14 being admitted or denied, will serve as a prima facie basis for the disciplinary action stipulated to  
15 herein. The Real Estate Commissioner shall not be required to provide further evidence to prove  
16 said factual allegations.

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

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

7. The Order or any subsequent Order of the Real Estate Commissioner made pursuant to this Stipulation shall not constitute an estoppel, merger or bar to any further administrative or civil proceedings by the Department of Real Estate with respect to any matters which were not specifically alleged to be causes for Accusation in this proceeding but do constitute a bar, estoppel and merger as to any allegations actually contained in the Accusations against Respondent herein.

8. Respondent understands that by agreeing to this Stipulation, Respondent agrees to pay, pursuant to Business and Professions Code Section 10148, the cost of the audit. The amount of said cost for the two original audits (LA090175/LA090102) is \$10,642.72.

9. Respondent has received, read, and understands the "Notice Concerning Costs of Subsequent Audit". Respondent further understands that by agreeing to this Stipulation, the findings set forth below in the Determination of Issues become final, and the Commissioner may charge Respondent for the cost of any subsequent audits conducted pursuant to Business and Professions Code Section 10148 to determine if the violations have been corrected. The maximum cost of the follow-up audits will not exceed \$10,642.72.

10. Respondents understands that by agreeing to this Stipulation, Respondent agrees to pay, pursuant to Business and Professions Code Section 10106, the Commissioner's cost of the investigation and enforcement. The amount of said costs is \$1,408.85.

## DETERMINATION OF ISSUES

By reason of the foregoing, it is stipulated and agreed that the following determination of issues shall be made:

I.

The conduct, acts or omissions of IVY LHEE, as described in Paragraph 4, herein above, are in violation of Section 10145 of the Business and Professions Code ("Code") and Regulation 2831 and is a basis for the suspension or revocation of Respondent's license and license rights as a violation of the Real Estate Law pursuant to Code 10177(d).

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All licenses and licensing rights of Respondents IVY LHEE, under the Real Estate

A. Provided, however, that if Respondent requests, the thirty (30) days of said

1. No further cause for disciplinary action against the real estate license of

2. If no further cause for disciplinary action against the real estate licenses of

II.

Pursuant to Section 10148 of the Business and Professions Code, Respondent

IVY LHEE, shall pay the Commissioner's reasonable cost for (a) the audit which led to this disciplinary action and (b) a subsequent audit to determine if Respondent is now in compliance with the Real Estate Law. The cost of the audit which led to this disciplinary action is \$10,642.72. In calculating the amount of the Commissioner's reasonable cost, the Commissioner may use the estimated average hourly salary for all persons performing audits of real estate brokers, and shall include an allocation for travel time to and from the auditor's place of work. Said amount for the prior and subsequent audits shall not exceed \$10,642.72. Respondent shall pay such cost within 60 days of receiving an invoice from the Commissioner detailing the activities performed during the audit and the amount of time spent performing those activities.

1                   The Commissioner may suspend the license of Respondent pending a hearing held  
2 in accordance with Section 11500, et seq., of the Government Code, if payment is not timely  
3 made as provided for herein, or as provided for in a subsequent agreement between the  
4 Respondents and the Commissioner. The suspension shall remain in effect until payment is  
5 made in full or until Respondent enters into an agreement satisfactory to the Commissioner to  
6 provide for payment, or until a decision providing otherwise is adopted following a hearing held  
7 pursuant to this condition.

8                   III.

9                   All licenses and licensing rights of IVY LHEE, are indefinitely suspended unless  
10 or until Respondent pays the sum of \$1,408.85 for the Commissioner's reasonable cost of the  
11 investigation and enforcement which led to this disciplinary action. Said payment shall be in the  
12 form of a cashier's check or certified check made payable to the Real Estate Fund.

13                   IV.

14                   All licenses and licensing rights of IVY LHEE, are indefinitely suspended unless  
15 or until Respondent provides proof satisfactory to the Commissioner, of having taken and  
16 successfully completed the continuing education course on trust fund accounting and handling  
17 specified in paragraph (3) of subdivision (a) of Section 10170.5 of the Business and Professions  
18 Code. Proof of satisfaction of this requirement includes evidence that respondent has  
19 successfully completed the trust fund account and handling continuing education course within  
20 120 days prior to the effective date of the Decision in this matter.

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V.

Respondent IVY LHEE, shall within six (6) months from the effective date of the  
Decision herein, take and pass the Professional Responsibility Examination administered by the  
Department including the payment of the appropriate examination fee. If Respondent fails to  
satisfy this condition, the Commissioner may order suspension of Respondent's license until  
Respondent passes the examination. The Commissioner shall afford Respondent the opportunity  
for a hearing pursuant to the Administrative Procedure Act to present such evidence.

DATED: 11-1-12

  
JULIE L. TO, Counsel for  
Department of Real Estate

\* \* \*

EXECUTION OF THE STIPULATION

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

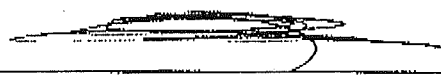
MAILING AND FACSIMILE

Respondent (1) shall mail the original signed signature page of the stipulation  
herein to Julie L. To: Attention: Legal Section, Department of Real Estate, 320 W. Fourth St.,  
Suite 350, Los Angeles, California 90013-1105. Respondents shall also (2) transmit via  
facsimile a copy of signed signature page, to the Department at the following telephone/fax

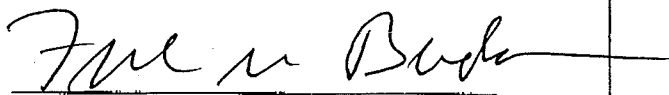
1 number: (213) 576-6917, Attention: Julie L. To.

2 A facsimile constitutes acceptance and approval of the terms and conditions of  
3 this stipulation. Respondents agree, acknowledge and understand that by electronically sending  
4 to the Department a facsimile copy of Respondent's actual signature as it appears on the  
5 stipulation that receipt of the facsimile copy by the Department shall be as binding on  
6 Respondents as if the Department had received the original signed stipulation.

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8  
9 DATED: November 1, 2012

  
IVY LHEE, Respondent

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12 DATED: 11-1-12

  
FRANK M. BUDA, ESQ.  
Attorney for Respondent  
Approved as to form

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