

1 DEPARTMENT OF REAL ESTATE
2 320 West 4th Street, Suite 350
3 Los Angeles, California 90013-1105
4 Telephone: (213) 576-6982

FILED

JAN 03 2019

DEPT. OF REAL ESTATE

By *[Signature]*

8 BEFORE THE DEPARTMENT OF REAL ESTATE

9 STATE OF CALIFORNIA

10 * * * *

11 In the Matter of the Accusation against) DRE No. H-41028 LA
12) OAH No. 2018070831
13 AWJ INVESTMENT GROUP, INC., doing)
14 business as Re/Max Orange County-East, and)
15 SUE-HWA LINDA LIU, individually and as) STIPULATION AND AGREEMENT
16 designated officer for AWJ Investment Group,) IN SETTLEMENT AND ORDER
17 Inc.,)
18 Respondents.)
19)
20)
21)

17 It is hereby stipulated by and between Respondents AWJ INVESTMENT GROUP, INC.
18 and SUE-HWA LINDA LIU (collectively "Respondents") and their attorney, Laura A. Reiland,
19 Esq., and Complainant, acting by and through Lissete Garcia, Counsel for the Department of
20 Real Estate ("Department"), as follows for the purpose of settling and disposing the Accusation
21 filed on May 7, 2018, with Department Case No. H-41028 LA ("Accusation") in this matter:

22 1. All issues which were to be contested and all evidence which was to be presented by
23 Complainant and Respondents at a formal hearing on the Accusation, which hearing was to be
24 held in accordance with the provisions of the Administrative Procedure Act ("APA"), shall

1 instead and in place thereof be submitted on the basis of the provisions of this Stipulation and
2 Agreement in Settlement and Order ("Stipulation").

3 2. Respondents have received, read, and understand the Statement to Respondent, the
4 Discovery Provisions of the APA, and Accusation filed by the Department in this proceeding.

5 3. Notices of Defense were filed by Respondents pursuant to Section 11506 of the
6 Government Code for the purpose of requesting a hearing on the allegations in the Accusation.
7 Respondents hereby freely and voluntarily withdraw said Notices of Defense. Respondents
8 acknowledge and understand that by withdrawing said Notices of Defense, Respondents will
9 thereby waive Respondents' rights to require the Real Estate Commissioner ("Commissioner") to
10 prove the allegations in the Accusation at a contested hearing held in accordance with the
11 provisions of the APA and that Respondents will waive other rights afforded to them in
12 connection with the hearing such as the right to present evidence in defense of the allegations in
13 the Accusation and the right to cross-examine witnesses.

14 4. Respondents, pursuant to the limitations set forth below, hereby admit that the factual
15 allegations in Paragraphs 4 through 16 of the Accusation filed in this proceeding are true and
16 correct and the Real Estate Commissioner shall not be required to provide further evidence of
17 such allegations.

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

1 6. The Order or any subsequent Order of the Real Estate Commissioner made pursuant to
2 this Stipulation and Agreement shall not constitute an estoppel, merger or bar to any further
3 administrative or civil proceedings by the Department of Real Estate with respect to any matters
4 which were not specifically alleged to be causes for accusation in this proceeding.

5 7. Respondents understand that by agreeing to this Stipulation, Respondents agree to
6 pay, pursuant to Section 10148 of the California Business and Professions Code ("Code"), the
7 cost of the audit which resulted in the determination that Respondent committed the violations
8 found in the "Determination of Issues" below. The amount of said cost is \$5,463.64.

9 8. Respondents understand that by agreeing to this Stipulation, the findings set forth
10 below in the Determination of Issues become final, and the Commissioner may charge
11 Respondents for the cost of any subsequent audit conducted pursuant to Business and Professions
12 Code Section 10148 to determine if the violations have been corrected. The maximum cost of
13 the subsequent audit will not exceed \$6,829.55.

14 9. Respondents further understand that by agreeing to this Stipulation, Respondents
15 agree to pay, pursuant to Section 10106(a) of the Code, investigative and enforcement costs of
16 \$1,699.65 which led to this disciplinary action.

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1 DETERMINATION OF ISSUES

2 By reason of the foregoing Stipulation and agreement and solely for the purpose of
3 settlement of the pending Accusation without a hearing, it is stipulated and agreed that the
4 following determination of issues shall be made:

5 I.

6 The conduct, acts and/or omissions of Respondent AWJ INVESTMENT GROUP, INC.,
7 as set forth in Paragraphs 14(a) through 14(e) of the Accusation, constitutes cause for the
8 suspension or revocation of all real estate licenses and license rights of Respondent AWJ
9 INVESTMENT GROUP, INC. under the provisions of Code sections 10177(d) for violation of
10 Code sections 10145, 10141.6(a), Financial Code section 17006(a)(4), and Regulations 2950(g),
11 2951, 2832.1, 2831.2, and 2834.

12 II.

13 The conduct, acts and/or omissions of Respondent SUE-HWA LINDA LIU as set forth in
14 Paragraph 14(f) of the Accusation, constitutes cause for the suspension or revocation of all real
15 estate licenses and license rights of Respondent SUE-HWA LINDA LIU under the provisions of
16 Code section 10177(h) for violation of Code section 10159.2 and Regulation 2725.

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4. Pursuant to Section 10148 of the Code, Respondent AWJ INVESTMENT

GROUP, INC. shall pay, severally or jointly with Respondent SUE-HWA LINDA LIU, the sum of \$5,463.64 for the Commissioner's cost of the audit which led to this disciplinary action. **Respondents shall pay such cost within sixty (60) days of receiving an invoice therefore from the Commissioner. Payment of audit costs should not be made until Respondents receive the invoice.** If Respondents fail to satisfy this condition in a timely manner as provided for herein, Respondent AWJ INVESTMENT GROUP, INC.'s real estate licenses shall automatically be suspended until payment is made in full, or until a decision providing otherwise is adopted following a hearing held pursuant to this condition.

5. Pursuant to Section 10148 of the Code, Respondent AWJ INVESTMENT

GROUP, INC. shall pay the Commissioner's reasonable cost, not to exceed \$6,829.55, for any subsequent audit to determine if Respondent AWJ INVESTMENT GROUP, INC. has corrected the violations found in the Determination of Issues. 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. **Respondent AWJ INVESTMENT GROUP, INC. shall pay such cost within sixty (60) days of receiving an invoice therefore from the Commissioner. Payment of the audit costs should not be made until Respondent receives the invoice.** If Respondent AWJ INVESTMENT GROUP, INC. fails to satisfy this condition in a timely manner as provided for herein, Respondent AWJ INVESTMENT GROUP, INC.'s real estate licenses shall automatically be suspended until payment is made in full, or until a decision providing otherwise is adopted following a hearing held pursuant to this condition.

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1 II.

2 All licenses and license rights of Respondent SUE-HWA LINDA LIU are suspended for
3 a period of ninety (90) days from the effective date of this Decision and Order; provided,
4 however, said ninety (90) day suspension shall be stayed for two (2) years upon the following
5 terms and conditions:


6 1. Respondent shall obey all laws, rules and regulations governing the rights,
7 duties and responsibilities of a real estate licensee in the State of California; and,

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

14 3. All licenses and licensing rights of Respondent SUE-HWA LINDA LIU, are
15 indefinitely suspended unless or until Respondent SUE-HWA LINDA LIU, pays, severally or
16 jointly with Respondent AWJ INVESTMENT GROUP, INC., the sum of \$1,699.65 for the
17 Commissioner's reasonable cost of the investigation and enforcement which led to this
18 disciplinary action. Said payment shall be in the form of a cashier's check made payable to the
19 Department of Real Estate. **The investigative and enforcement costs must be delivered to the**
20 **Department of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013,**
21 **prior to the effective date of this Decision and Order. Payment of investigation and**
22 **enforcement costs should not be made until the Stipulation has been approved by the**
23 **Commissioner.**

1 4. Pursuant to Section 10148 of the Code, Respondent SUE-HWA LINDA LIU shall
2 pay, severally or jointly with Respondent AWJ INVESTMENT GROUP, INC., the sum of
3 \$5,463.64 for the Commissioner's cost of the audit which led to this disciplinary action.
4 **Respondents shall pay such cost within sixty (60) days of receiving an invoice therefore**
5 **from the Commissioner. Payment of audit costs should not be made until Respondents**
6 **receive the invoice.** If Respondents fail to satisfy this condition in a timely manner as provided
7 for herein, Respondent SUE-HWA LINDA LIU's real estate licenses shall automatically be
8 suspended until payment is made in full, or until a decision providing otherwise is adopted
9 following a hearing held pursuant to this condition.

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11 DATED: 12/7/2018



Lissete Garcia, Counsel
Department of Real Estate

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14 EXECUTION OF THE STIPULATION

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

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1 Respondents can signify acceptance and approval of the terms and conditions of this
2 Stipulation and Agreement by electronically e-mailing a copy of the signature pages, as actually
3 signed by Respondents, to the Department. Respondents agree, acknowledge, and understand
4 that by electronically sending to the Department an electronic copy of Respondents' actual
5 signatures, as they appear on the Stipulation, that receipt of the emailed copy by the Department
6 shall be as binding on Respondents as if the Department had received the original signed
7 Stipulation. By signing this Stipulation, Respondents understand and agree that Respondents
8 may not withdraw their agreement or seek to rescind the Stipulation prior to the time the
9 Commissioner considers and acts upon it or prior to the effective date of the Stipulation and
10 Order.

11 MAILING

12 Respondents and their counsel shall, within five (5) business days from signing the
13 Stipulation, mail the original signed signature page(s) of the Stipulation herein to Lissete Garcia,
14 Attention: Legal Section, Department of Real Estate, 320 W. Fourth St., Room 350, Los
15 Angeles, California 90013-1105.

16 Respondents' signatures below constitute acceptance and approval of the terms and
17 conditions of this Stipulation. Respondents agree, acknowledge, and understand that by signing
18 this Stipulation Respondents are bound by its terms as of the date of such signature and that this
19 agreement is not subject to rescission or amendment at a later date except by a separate Decision
20 and Order of the Real Estate Commissioner.

21 DATED: 11/29/2018

22 Respondent AWJ INVESTMENT GROUP, INC.


23 By: 

24 (Printed Name) Suehin

1 DATED: 11/29/2018


Respondent SUE-HWA LINDA LIU

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3 DATED: 11.29.18


Approved as to Form
Laura A. Reiland, Esq.
Counsel for Respondents

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7 The foregoing Stipulation and Agreement in Settlement and Order is hereby
8 adopted by me as my Decision in this matter and shall become effective at 12 o'clock noon on
9 _____, 2018.

10 IT IS SO ORDERED _____, 2018.

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12 DANIEL J. SANDRI
13 ACTING REAL ESTATE COMMISSIONER
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1 DATED: _____

Respondent SUE-HWA LINDA LIU

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3 DATED: _____

Approved as to Form
Laura A. Reiland, Esq.
Counsel for Respondents

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The foregoing Stipulation and Agreement in Settlement and Order is hereby

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adopted by me as my Decision in this matter and shall become effective at 12 o'clock noon on

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JAN 24 2019

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IT IS SO ORDERED December 21, 2018.

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DANIEL J. SANDRI
ACTING REAL ESTATE COMMISSIONER

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Daniel J. Sandri

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