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DEPT. OF REAL ESTATE

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BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

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In the Matter of the Accusation of
FRANK HSIU-HSIUNG HUNG,
Respondent.

H-42193-LA
STIPULATION AND AGREEMENT

It is hereby stipulated and agreed by and between FRANK HSIU-HSIUNG HUNG (“HUNG” or “Respondent”) and the Complainant, acting by and through Laurence Haveson, Counsel for the Department of Real Estate (“Department”), as follows for the purpose of settling and disposing of the Accusation filed on January 31, 2022 (“Accusation”) in this matter:

1. All issues which were to be contested and all evidence which was to be presented by Complainant and Respondent at a formal hearing on the Accusation, which hearing was to be held in accordance with the provisions of the Administrative Procedure Act (“APA”), shall instead be submitted solely on the basis of the provisions of this Stipulation and Agreement (“Stipulation”).
2. Respondent has received, read, and understands the Statement to Respondent, the Discovery Provisions of the APA, and the Accusation filed by the Department of Real Estate in this proceeding.
3. On February 23, 2022, Respondent filed a Notice of Defense pursuant to section 11506 of the Government Code for the purpose of requesting a hearing on the allegations in the Accusation. Respondent hereby freely and voluntarily withdraws said Notice of Defense.

1 Respondent acknowledges that he understands that by withdrawing said Notice of Defense, he will
2 thereby waive his right to require the Real Estate Commissioner ("Commissioner") to prove the
3 allegations in the Accusation at a contested hearing held in accordance with the provisions of the
4 APA and that Respondent will waive other rights afforded to him in connection with the hearing such
5 as the right to present evidence in defense of the allegations in the Accusation and the right to cross-
6 examine witnesses.

7 4. Respondent, pursuant to the limitations set forth below, hereby admits that the factual
8 allegations in the Accusation filed in this proceeding are true and correct and the Commissioner shall
9 not be required to provide further evidence to prove such allegations.

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

16 6. The Order or any subsequent Order of the Commissioner made pursuant to this
17 Stipulation shall not constitute an estoppel, merger or bar to any further administrative or civil
18 proceedings by the Department with respect to any matters which were not specifically alleged to be
19 causes for the Accusation in this proceeding.

20 7. Respondent understands that by agreeing to this Stipulation, Respondent agrees to
21 pay, pursuant to Business and Professions Code ("Code") section 10148, the cost of the original audit
22 which led to this disciplinary action. The amount of said cost is \$6,573.50.

23 8. Respondent has received, read, and understands the "Notice Concerning Costs of
24 Audit." Respondent further understands that by agreeing to this Stipulation, the findings set forth
25 below in the Determination of Issues become final, and the Commissioner may charge Respondent
26 for the cost of any subsequent audit conducted pursuant to Code section 10148 to determine if the
27 violations have been corrected. The maximum cost of the subsequent audit shall not exceed 125%
28 of cost of the original audit, or \$8,216.88.

1 violated provisions of the Real Estate Law, the Subdivided Lands Law, Regulations of the
2 Commissioner, or conditions attaching to the restricted license.

3 3. Respondent HUNG shall not be eligible to apply for the issuance of an unrestricted
4 real estate license nor for removal of any of the conditions, limitations or restrictions of a restricted
5 license until two (2) years have elapsed from the effective date of this Decision and Order.

6 4. Respondent HUNG shall, within six (6) months from the effective date of this
7 Decision and Order, provides evidence satisfactory to the Commissioner of having taken and
8 successfully completed the continuing education course on trust fund accounting and handling
9 specified in Code section 10170.5, subdivision (a). Proof of satisfaction of this requirement includes
10 evidence that Respondent has successfully completed the trust fund account and handling continuing
11 education course within six (6) months from the effective date of the Decision in this matter. Proof
12 of completion of the trust fund accounting and handling course must be delivered to the Department
13 of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013. If Respondent fails
14 to satisfy this condition, the Commissioner may order suspension of Respondent's license until
15 Respondent provides proof of satisfaction of this requirement.

16 5. Respondent HUNG shall pay the sum of \$3,885.10 for the Commissioner's reasonable
17 cost of the investigation and enforcement which led to this disciplinary action, **within one-hundred**
18 **and eighty (180) days from the effective date of this Decision and Order.** Said payment shall be
19 in the form of a cashier's check made payable to the Department of Real Estate. **The investigative**
20 **and enforcement costs must be delivered to the Department of Real Estate, Flag Section at P.O.**
21 **Box 137013, Sacramento, CA 95813-7013. Payment of investigation and enforcement costs**
22 **should not be made until the Stipulation has been approved by the Commissioner.** If
23 Respondent fails to satisfy this condition in a timely manner as provided for herein, Respondent's
24 real estate license shall automatically be suspended until payment is made in full, or until a decision
25 providing otherwise is adopted following a hearing held pursuant to this condition.

26 6. Pursuant to Code section 10148, Respondent HUNG shall pay the sum of \$6,573.50
27 for the Commissioner's cost of the audit which led to this disciplinary action. **Respondent shall pay**
28 **such cost within one-hundred eighty (180) days of receiving an invoice therefore from the**

1 **Commissioner. Payment of audit costs should not be made until Respondent receives the**
2 **invoice.** If Respondent fails to satisfy this condition timely as provided for herein, Respondent's real
3 estate license shall automatically be suspended until payment is made in full, or until a decision
4 providing otherwise is adopted following a hearing held pursuant to this condition.

5 7. Respondent understands that by agreeing to this Stipulation, the findings set forth
6 above in the Determination of Issues become final, and the Commissioner may charge Respondent
7 for the cost of any subsequent audit, if a subsequent audit is conducted, pursuant to Code section
8 10148 to determine if the violations have been corrected and that Respondent is in compliance with
9 trust fund handling requirements of the Real Estate Law. The maximum cost of the follow-up audit
10 will not exceed one-hundred twenty-five percent (125%) of the cost of the original audit; in the
11 instant case, the cost of the original audit is \$6,573.50 and the maximum cost of the follow-up audit
12 will not exceed \$8,216.88. Therefore, Respondent may be charged a maximum of \$8,216.88 in the
13 event of a subsequent audit.

14 8. Pursuant to Section 10148 of the Code, Respondent shall pay the Commissioner's
15 reasonable cost, not to exceed \$8,216.88, for any subsequent audit, if one is performed, to determine
16 if Respondent has corrected the violations found in the Determination of Issues and that Respondent
17 is in compliance with trust fund handling requirements of the Real Estate Law. In calculating the
18 amount of the Commissioner's reasonable cost, the Commissioner may use the estimated average
19 hourly salary for all persons performing audits of real estate brokers, and shall include an allocation
20 for travel time to and from the auditor's place of work. Respondent shall pay such cost within sixty
21 (60) days of receiving an invoice therefore from the Commissioner. **Payment of the audit costs**
22 **should not be made until Respondent receives the invoice.** If Respondent fails to satisfy this
23 condition in a timely manner as provided for herein, Respondent's real estate licenses shall
24 automatically be suspended until payment is made in full, or until a decision providing otherwise is
25 adopted following a hearing held pursuant to this condition.

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DATED: 09/23/2022



Laurence D. Haveson
Counsel for Complainant

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2 EXECUTION OF THE STIPULATION

3 I have read this Stipulation, I understand its terms, and the terms are agreeable and acceptable.
4 I understand that I am waiving rights given to me by the California APA (including, but not limited
5 to, sections 11506, 11508, 11509, and 11513 of the Government Code), and I willingly, intelligently,
6 and voluntarily waive those rights, including the right of requiring the Commissioner to prove the
7 allegations in the Accusation at a hearing at which I would have the right to cross-examine witnesses
8 against me and to present evidence in defense and mitigation of the charges.

9 Respondent can signify acceptance and approval of the terms and conditions of this
10 Stipulation and Agreement by electronically e-mailing a copy of the signature page, as actually
11 signed by Respondent, to the Department. Respondent agrees, acknowledges, and understands that
12 by electronically sending to the Department an electronic copy of Respondent's actual signature, as
13 it appears on the Stipulation, that receipt of the emailed copy by the Department shall be as binding
14 on Respondent as if the Department had received the original signed Stipulation. By signing this
15 Stipulation, Respondent understands and agrees that Respondent may not withdraw his agreement or
16 seek to rescind the Stipulation prior to the time the Commissioner considers and acts upon it or prior
17 to the effective date of the Stipulation and Order.

18 MAILING

19 Respondent shall, within five (5) business days from signing the Stipulation, mail the
20 original signed signature page(s) of the Stipulation herein to Laurence Haveson, Attention: Legal
21 Section, Department of Real Estate, 320 W. 4th St., Ste. 350, Los Angeles, California 90013.

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1 Respondent's signature below constitutes acceptance and approval of the terms and
2 conditions of this Stipulation. Respondent agrees, acknowledges, and understands that by signing
3 this Stipulation Respondent is bound by its terms as of the date of such signature and that this
4 agreement is not subject to rescission or amendment at a later date except by a separate Decision
5 and Order of the Real Estate Commissioner.

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7 DATED: 9/23/2022 
8 Respondent FRANK HSIU-HSIUNG HUNG

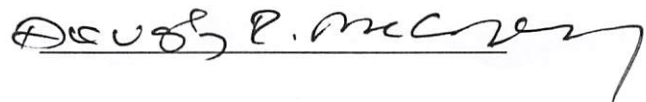
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11 The foregoing Stipulation and Agreement in Settlement and Order is hereby adopted by me
12 as my Decision in this matter and shall become effective at 12 o'clock noon on

13 February 1st, 2023

14 IT IS SO ORDERED 1. 6. 23

15 DOUGLAS R. McCAULEY
16 REAL ESTATE COMMISSIONER

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