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FILED

OCT 21 2024

DEPT. OF REAL ESTATE

By

BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

In the Matter of the Accusation of

H-42848-LA

CHUCK LIU,

STIPULATION AND AGREEMENT

Respondent.

It is hereby stipulated and agreed by and between Respondent CHUCK LIU ("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 April 3, 2024 ("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 and in place thereof 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 April 17, 2024, 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.

STIPULATION AND AGREEMENT
DRE Case No. H-42848-LA

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

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

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

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

21 7. Respondent understands that by agreeing to this Stipulation, Respondent agrees to
22 pay, pursuant to Business and Professions Code Section 10106, the cost of the investigation and
23 enforcement of this matter. The amount of the investigation costs is \$1,327.75 and the amount of the
24 enforcement costs is \$501.60, for a total of \$1,829.35.

25 DETERMINATION OF ISSUES

26 By reason of the foregoing stipulations, admissions, and waivers, and solely for the purpose
27 of settlement of the pending Accusation without a hearing, it is stipulated and agreed that the
28 following Determination of Issues shall be made:

1 The conviction of Respondent as described in the Accusation, the allegations of which
2 Respondent admits in Paragraph 4 above, bears a substantial relationship under Section 2910, Title
3 10, Chapter 6, California Code of Regulations to the qualifications, functions or duties of a real estate
4 licensee, and constitutes cause under Business and Professions Code ("Code") sections 490 and
5 10177(b) for the suspension or revocation of the license and license rights of Respondent under the
6 Real Estate Law. In addition, the conduct, acts and/or omissions of Respondent as described in the
7 Accusation, the allegations of which Respondent admits in Paragraph 4 above, are in violation of
8 Code Section 10186.2, and are bases for the suspension or revocation of the license and license rights
9 of Respondent as a violation of the Real Estate Law pursuant to Code sections 10177(d) and/or
10 10177(g).

11 ORDER

12 WHEREFORE, THE FOLLOWING ORDER is hereby made:

13 All licenses and licensing rights of Respondent LIU under the Real Estate Law are revoked;
14 provided, however, a restricted real estate broker license shall be issued to Respondent pursuant to
15 Section 10156.5 of the Business and Professions Code if Respondent makes application therefor and
16 pays to the Department the appropriate fee for the restricted license within 90 days from the effective
17 date of this Decision. The restricted license issued to Respondent shall be subject to all of the
18 provisions of Section 10156.7 of the Business and Professions Code and to the following limitations,
19 conditions and restrictions imposed under authority of Section 10156.6 of the Code:

20 1. The restricted license issued to Respondent may be suspended prior to hearing by
21 Order of the Commissioner in the event of Respondent's conviction, or entry of a plea of guilty, no
22 contest, or nolo contendere to a crime that is substantially related to the qualifications, functions, or
23 duties of a real estate licensee.

24 2. The restricted license issued to Respondent may be suspended prior to hearing by
25 Order of the Real Estate Commissioner on evidence satisfactory to the Commissioner that
26 Respondent has violated provisions of the California Real Estate Law, the Subdivided Lands Law,
27 Regulations of the Real Estate Commissioner or conditions attaching to the restricted license.

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* * *

EXECUTION OF THE STIPULATION

I have read the Stipulation and Agreement. I understand its terms and they are agreeable and acceptable to me. I understand that I am waiving rights given to me 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.

Respondent can signify acceptance and approval of the terms and conditions of this Stipulation and Agreement by causing to be e-mailed the Stipulation and Agreement with Respondent's digital signature to Laurence Haveson, Real Estate Counsel at Laurence.Haveson@dre.ca.gov, or by sending a hard copy of the original signed signature page of the Stipulation herein to Laurence D. Haveson, Department of Real Estate, Legal Section, 320 W. Fourth St., Suite 350, Los Angeles, CA 90013-1105. In the event of time constraints before an administrative hearing, Respondent can signify acceptance and approval of the terms and conditions of this Stipulation and Agreement by faxing or e-mailing a scanned copy of the signature page, as actually signed by Respondent, to the Department counsel assigned to this case. Respondent agrees, acknowledges, and understands that by electronically sending the Stipulation and Agreement to the Department with Respondent's digital signature or a scan of Respondent's actual signature as it appears on the Stipulation and Agreement, that receipt of the Stipulation and Agreement with Respondent's digital signature or a scan of his actual signature by the Department shall be as binding on Respondent as if the Department had received the original signed Stipulation and Agreement. By signing this Stipulation and Agreement, Respondent understands and agrees that Respondent may not withdraw his agreement or seek to rescind the Stipulation and Agreement prior to the time the Commissioner considers and acts upon it or prior to the effective date of the Stipulation and Order.

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
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MAILING

In the event that Respondent declines to digitally sign the Stipulation, Respondent shall, within five (5) business days from signing the Stipulation, mail the original signed signature page(s) of the Stipulation herein to Laurence Haveson, Attention: Legal Section, Department of Real Estate, 320 W. Fourth St., Room 350, Los Angeles, California 90013-1105.

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

DATED: 09/18/2024


chuck Liu (Sep 18, 2024 15:16 PDT)
Respondent CHUCK LIU

* * *

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

November 19, 2024.

IT IS SO ORDERED 10/15/2024.

CHIKA SUNQUIST
REAL ESTATE COMMISSIONER



By: Marcus L. McCarther
Chief Deputy Real Estate Commissioner