

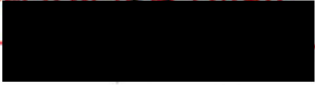
1 Department of Real Estate
2 320 West 4th Street, Suite 350
3 Los Angeles, California 90013

4 Telephone: (213) 576-6982

FILED

MAR 03 2026

DEPT. OF REAL ESTATE

By 

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8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of) No. H-43046 LA
12)
13 MSK CONSULTING GROUP, INC.; and)
14)
15 SCOTT T. KUEI,)
16 individually and as designated officer of)
MSK Consulting Group, Inc.,)
Respondents.)

STIPULATION AND
AGREEMENT

17 It is hereby stipulated by and between Respondents MSK CONSULTING
18 GROUP, INC. ("MCGI") and SCOTT T. KUEI ("KUEI"), individually and as designated officer
19 of MSK Consulting Group, Inc., (collectively "Respondents"), both representing themselves, and
20 the Complainant, acting by and through Diane Lee, Counsel for the Department of Real Estate,
21 as follows for the purpose of settling and disposing of the Accusation ("Accusation") filed on or
22 about July 15, 2025, in this matter:

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

3 2. Respondents MCGI and KUEI have received and read, and understand the
4 Statement to Respondent, the Notice Concerning Cost of Audit, the Discovery Provisions of the
5 APA, and the Accusation filed by the Department of Real Estate in this proceeding.

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

15 4. This Stipulation is based on the factual allegations contained in the
16 Accusation. In the interest of expediency and economy, Respondents MCGI and KUEI choose
17 not to contest these factual allegations, but to remain silent and understand that, as a result
18 thereof, these factual allegations will serve as a prima facie basis for the disciplinary action
19 stipulated to herein and the violations set for below. The Commissioner shall not be required to
20 provide further evidence to prove said factual allegations.

21 5. This Stipulation and Respondents' decision not to contest the Accusation are
22 made for the purpose of reaching an agreed disposition of this proceeding, and are limited to this
23 proceeding and any other proceeding or case in which the Department of Real Estate, or another
24 agency of this state or another state, or if a local, state, or federal government is involved, and
25 otherwise shall not be admissible in any criminal or civil proceedings. Respondents MCGI and
26 KUEI further understand that the sustained violation(s) may be considered in any future
27 administrative or disciplinary matters by the Department of Real Estate.

1 6. It is understood by the parties that the Commissioner may adopt this
2 Stipulation as her Decision in this matter thereby imposing the penalties and sanctions on the real
3 estate licenses and license rights of Respondents MCGI and KUEI as set forth in the
4 below "Order." In the event that the Commissioner in her discretion does not adopt this
5 Stipulation, it shall be void and of no effect, and Respondents MCGI and KUEI shall retain the
6 right to a hearing and proceeding on the Accusation under the provisions of the APA and shall
7 not be bound by this Stipulation herein.

8 7. The Order or any subsequent Order of the Commissioner made pursuant to this
9 Stipulation herein shall not constitute an estoppel, merger, or bar to any further administrative
10 or civil proceedings by the Department of Real Estate with respect to any matters which were not
11 specifically alleged to be causes for the Accusation in this proceeding.

12 8. Respondents MCGI and KUEI understand that by agreeing to this Stipulation,
13 Respondents MCGI and KUEI agree to pay, jointly and severally, pursuant to California
14 Business and Professions Code section 10106, the costs of the investigation and enforcement.
15 The total amount of the investigation and enforcement costs is \$2,447.43.

16 9. Respondents MCGI and KUEI understand that by agreeing to this
17 Stipulation, Respondents MCGI and KUEI agree to pay, pursuant to California Business and
18 Professions Code section 10148, the cost of the audit which led to this disciplinary action, or
19 provide proof satisfactory to the Commissioner that this cost of audit has already been paid. The
20 amount of said cost for the original audit (LA230051) is \$9,203.00.

21 10. Respondents MCGI and KUEI understand that by agreeing to this Stipulation
22 and Agreement, the findings set forth below in the Determination of Issues become final, and the
23 Commissioner may charge Respondents MCGI and KUEI for the cost of any subsequent audit(s)
24 conducted pursuant to California Business and Professions Code section 10148. The maximum
25 cost of the subsequent audit shall not exceed \$11,503.75 or 125 percent of the cost of the original
26 audit.

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The conduct, acts, or omissions of Respondents MCGI and KUEI, as described in the Accusation and Paragraph 4, above, are a basis for discipline of Respondents MCGI's and KUEI's licenses and license rights pursuant to California Business and Professions Code sections 10140.6, 10145, 10159.2, 10162, 10176(e), 10177(d), 10177(g), and 10177(h) and Title 10, Chapter 6 of the California Code of Regulations, sections 2725, 2773, 2831, 2831.1, 2831.2, 2832, 2832.1, 2835(a), and 2835(b).

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(MCGI: [STAYED] SUSPENSION)

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A. Provided, however, that the initial ten (10) days of said suspension shall be stayed upon condition that:

2. Said payment shall be in the form of a cashier's check or certified check made payable to the Department of Real Estate. Said check must be delivered to the Department of Real Estate, Flag Section at 651 Bannon St., Ste. 504, Sacramento, CA 95811, prior to the effective date of the Decision in this matter. Payment of said monetary penalty should not be made until the Stipulation has been approved by the Commissioner.

1 3. No further cause for disciplinary action against the real estate license of MSGI
2 occurs within two (2) years from the effective date of the Decision in this matter.

3 4. If MCGI fails to pay the monetary penalty in accordance with the terms of the
4 Decision, the Commissioner may, without a hearing, order the immediate execution of all or any
5 part of the stayed suspension, in which event MCGI shall not be entitled to any repayment nor
6 credit, prorated or otherwise, for money paid to the Department of Real Estate under the terms of
7 this Decision.

8 5. If MCGI pays the monetary penalty and if no further cause for disciplinary
9 action against the real estate license of MCGI occurs within two (2) years from the effective date
10 of the Decision, the stay hereby granted shall become permanent.

11 B. The remaining thirty-five (35) days of the forty-five (45) day suspension shall
12 be stayed for two (2) years upon the following terms and conditions:

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

15 2. That no final subsequent determination be made after hearing or upon
16 stipulation, that cause for disciplinary action occurred within two (2) years from the effective
17 date of this Decision. Should such a determination be made, the Commissioner may, in her
18 discretion, vacate, and set aside the stay order and re-impose all or a portion of the stayed
19 suspension. Should no such determination be made, the stay imposed herein shall become
20 permanent.

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22 (KUEI: [STAYED] SUSPENSION)

23 II.

24 All licenses and licensing rights of KUEI under the Real Estate Law are
25 suspended for a period of forty-five (45) days from the effective date of this Decision:

26 A. Provided, however, that the initial ten (10) days of said suspension shall be
27 stayed upon condition that:

1 1. KUEI pays a monetary penalty pursuant to California Business and
2 Professions Code section 10175.2 at the rate of \$100.00 per day for a monetary penalty of
3 \$1,000.00 total.

4 2. Said payment shall be in the form of a cashier's check or certified check made
5 payable to the Department of Real Estate. Said check must be delivered to the Department of
6 Real Estate, Flag Section at 651 Bannan St., Ste. 504, Sacramento, CA 95811, prior to the
7 effective date of the Decision in this matter. Payment of said monetary penalty should not be
8 made until the Stipulation has been approved by the Commissioner.

9 3. No further cause for disciplinary action against the real estate license of KUEI
10 occurs within two (2) years from the effective date of the Decision in this matter.

11 4. If KUEI fails to pay the monetary penalty in accordance with the terms of the
12 Decision, the Commissioner may, without a hearing, order the immediate execution of all or any
13 part of the stayed suspension, in which event KUEI shall not be entitled to any repayment nor
14 credit, prorated or otherwise, for money paid to the Department of Real Estate under the terms of
15 this Decision.

16 5. If KUEI pays the monetary penalty and if no further cause for disciplinary
17 action against the real estate license of KUEI occurs within two (2) years from the effective date
18 of the Decision, the stay hereby granted shall become permanent.

19 B. The remaining thirty-five (35) days of the forty-five (45) day suspension shall
20 be stayed for two (2) years upon the following terms and conditions:

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

23 2. That no final subsequent determination be made after hearing or upon
24 stipulation, that cause for disciplinary action occurred within two (2) years from the effective
25 date of this Decision. Should such a determination be made, the Commissioner may, in her
26 discretion, vacate, and set aside the stay order and re-impose all or a portion of the stayed
27 suspension. Should no such determination be made, the stay imposed herein shall become

1 permanent.

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3 (MCGI and KUEI: INVESTIGATION AND ENFORCEMENT COSTS)

4 III.

5 Respondents MCGI and KUEI shall, within three (3) months from the effective
6 date of this Decision and Order, pay the sum of \$2,447.43 with joint and several liability for the
7 Commissioner's reasonable cost for investigation and enforcement which led to this disciplinary
8 action. Said payment shall be in the form of a cashier's check made payable to the Department of
9 Real Estate. The investigative and enforcement costs must be delivered to the Department of
10 Real Estate, Flag Section at 651 Bannon St., Ste. 504, Sacramento, CA 95811, within three (3)
11 months from the effective date of this Decision and Order. If the costs of investigation and
12 enforcement are not paid within three (3) months from the effective date of this Decision and
13 Order, the licenses and license rights of Respondents MCGI and KUEI shall automatically be
14 suspended until full payment is made or until a decision providing otherwise is adopted
15 following a hearing.

16
17 (MCGI and KUEI: AUDIT COSTS)

18 IV.

19 1. Pursuant to California Business and Professions Code section 10148,
20 Respondents MCGI and KUEI shall pay the sum of \$9,203.00 with joint and several liability for
21 the Commissioner's cost of the audit which led to this disciplinary action. Respondents MCGI
22 and KUEI shall pay such cost within thirty (30) days of receiving an invoice therefore from the
23 Commissioner. Payment of the audit cost should not be made until Respondents MCGI and/or
24 KUEI receive the invoice. If Respondents MCGI and KUEI fail to satisfy this condition in a
25 timely manner as provided for herein, the real estate licenses of Respondents shall automatically
26 be suspended until payment is made in full, or until a decision providing otherwise is adopted
27 following a hearing.

1 2. Pursuant to California Business and Professions Code section 10148,
2 Respondents MCGI and KUEI shall pay the Commissioner's reasonable cost, not to exceed
3 \$11,503.75, with joint and several liability, for audit(s) to determine if Respondents MCGI
4 and/or KUEI have corrected the violations found in the Determination of Issues. In calculating
5 the amount of the Commissioner's reasonable cost, the Commissioner may use the estimated
6 average hourly salary for all persons performing audits of real estate broker(s), and shall include
7 an allocation for travel time to and from the auditor's place of work. Respondents MCGI and
8 KUEI shall pay such cost within thirty (30) days of receiving an invoice therefor from the
9 Commissioner. Payment of the audit costs should not be made until Respondents MCGI and/or
10 KUEI receives the invoice. If Respondents MCGI and KUEI fail to satisfy this condition in a
11 timely manner as provided for herein, the real estate license of Respondents MCGI and KUEI
12 shall automatically be suspended until payment is made in full, or until a decision providing
13 otherwise is adopted following a hearing held pursuant to this condition.

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15 (KUEI: TRUST FUND COURSE)

16 V.

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

24
25 DATED: 01/05/2026

26 _____
DIANE LEE
Counsel for Department of Real Estate

1 * * *

2 EXECUTION OF THE STIPULATION

3 I, SCOTT T. KUEI, individually and as designated officer of MSK Consulting
4 Group, Inc., have read the Stipulation. Its terms are understood by me and MSK Consulting
5 Group, Inc., and are agreeable and acceptable to me and MSK Consulting Group, Inc. I
6 understand that I am waiving rights given to me and MSK Consulting Group, Inc. by the
7 California APA (including, but not limited to, California Government Code sections 11506,
8 11508, 11509, and 11513), and I, individually and as designated officer of MSK Consulting
9 Group, Inc., willingly, intelligently, and voluntarily waive those rights, including, but not limited
10 to, the right of requiring the Commissioner to prove the allegations in the Accusation at a hearing
11 at which MSK Consulting Group, Inc. and I would have the right to cross-examine witnesses
12 against me and MSK Consulting Group, Inc. and to present evidence in defense and mitigation
13 of the charges.

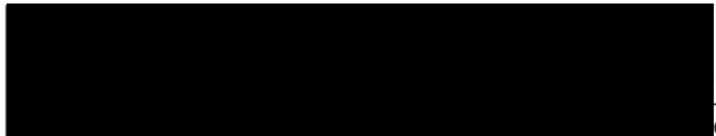
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15 MAILING AND E-MAIL

16 Respondents MCGI and KUEI shall mail the original signed signature page of
17 this Stipulation herein to Department of Real Estate, Attention: Legal Section – Diane Lee, 320
18 West Fourth Street, Suite 350, Los Angeles, California 90013-1105.

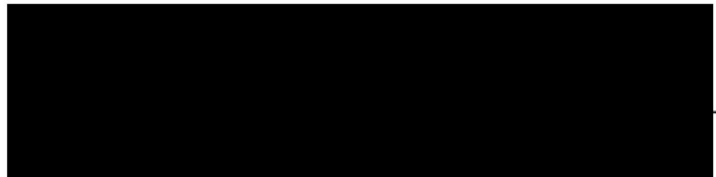
19 In the event of time constraints before an administrative hearing, Respondents
20 MCGI and KUEI can signify acceptance and approval of the terms and conditions of this
21 Stipulation and Agreement by emailing a scanned copy of the signature page, as actually signed
22 by Respondents MCGI and KUEI, to the Department counsel assigned to this case. Respondents
23 MCGI and KUEI agree, acknowledge, and understand that by electronically sending the
24 Department a scan of Respondents MCGI's and KUEI's actual signatures as they appear on the
25 Stipulation and Agreement that receipt of the scan by the Department shall be binding
26 on Respondents MCGI and KUEI as if the Department had received the original signed
27 Stipulation.

1 Respondents MCGI's and KUEI's signatures below constitute acceptance and
2 approval of the terms and conditions of this Stipulation. Respondents MCGI and KUEI agree,
3 acknowledge, and understand that by signing this Stipulation, Respondents MCGI and
4 KUEI are bound by its terms as of the date of such signatures and that this agreement is not
5 subject to rescission or amendment at a later date except by a separate Decision and Order of the
6 Real Estate Commissioner.

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8 DATED: 1/2/2026

ei,
designated officer of MSK Consulting Group, Inc.

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12 DATED: 1/2/2026



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16 The foregoing Stipulation and Agreement is hereby adopted as my Decision as to
17 Respondents MSK CONSULTING GROUP, INC. and SCOTT T. KUEI, and shall become
18 effective at 12 o'clock noon on March 23, 2026.

19 IT IS SO ORDERED February 26, 2026

20
21 CHIKA SUNQUIST
22 REAL ESTATE COMMISSIONER

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