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BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

In the Matter of the Accusation of

DRE Case No. H-43187-LA

EUGENE H PARK,

ACCUSATION

Respondent.

Complainant, Ray Dagnino, a Supervising Special Investigator for the Department of Real Estate ("Department" or "DRE") of the State of California, for cause of Accusation against EUGENE H PARK ("PARK" or "Respondent"), formerly known as Eugene Hyun Park, Hyun Mo Park, and Matthew Hyunmo Park, is informed and alleges in his official capacity as follows:

1. The Complainant, Ray Dagnino, acting in his official capacity as a Supervising Special Investigator, makes this Accusation against Respondent.

2. All references to the "Code" are to the California Business and Professions Code and all references to "Regulations" are to Title 10, Chapter 6, California Code of Regulations.

LICENSE HISTORY

3. Respondent PARK has been licensed by the DRE as a restricted real estate salesperson ("RRES"), DRE license identification number ("License ID") 00627575, with PARK's RRES license scheduled to expire on or about September 24, 2027, unless renewed. PARK was originally licensed by the DRE as a real estate broker ("REB"), from on or about November 8, 1986, to on or about October 20, 1999, at which time Respondent's REB license was revoked. PARK has

ACCUSATION

1 been licensed as an RRES from on or about November 12, 1999, to on or about November 11, 2003,
2 from on or about February 10, 2005, to on or about February 9, 2009; from on or about December
3 21, 2009, to on or about December 20, 2017; from on or about January 29, 2019, to on or about
4 January 28, 2023, and from on or about September 25, 2023, to the present. According to DRE
5 records to date, during the time that PARK has been licensed by the DRE as an RRES, PARK has
6 been retained by, and his RRES license has been affiliated with, REBs and real estate corporations
7 (“REC(s)”), or he has had no broker affiliation (“NBA”), as follows:

Start Date	End Date	Name	License Type	License ID
11/12/1999	04/23/2002	J. Leichtman & Associates Inc.	REC	00896285
04/24/2002	10/17/2002	NBA		
10/18/2002	11/11/2003	J. Leichtman & Associates Inc.	REC	00896285
11/12/2003	08/13/2023	NBA		
08/14/2024	10/20/2024	Colby Seongwu Jo	REB	01299519
10/21/2024	02/24/2025	NBA		
02/25/2025	Present	Benjamin S Yi	REB	00820238

13 a. During time periods when PARK’s status was Licensed NBA, his RRES
14 license was in a non-working status and PARK was prohibited by the Real Estate Law from
15 engaging in real estate activities requiring a license.

16 b. On or about August 14, 2024, the DRE received a Restricted Salesperson
17 Change Application for PARK, signed by REB Colby Jo as the new responsible broker for
18 PARK.

19 c. On or about October 21, 2024, after Colby had terminated PARK as an
20 RRES, the DRE sent a letter to PARK at his address of record, stating in relevant part:

21 Your responsible broker Colby Seongwu Jo has informed this
22 Department that real estate activities are no longer being conducted
23 under this license. As a result, our records have been changed to
24 reflect that you are no longer affiliated with this broker effective
10/21/2024. [¶] Prior to engaging in further licensed activities, your
license must be affiliated with a responsible broker. . . .

25 4. As is relevant to this Accusation, Colby Seongwu Jo (“Jo”) has been licensed by the
26 DRE as an REB, License ID 01299519, from on or about November 10, 2004, to the present, with
27 Jo’s license scheduled to expire on or about November 9, 2028.

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1 a. Jo has maintained the fictitious business name (“dba”) “Omni Realty &
2 Investment Group Co” (“ORIG”) licensed by the DRE from on or about April 24, 2006, to
3 the present.

4 **PRIOR LICENSE DISCIPLINE AGAISNT PARK – DRE CASE NO. H-28172 -LA**

5 5. On or about June 24, 1999, the DRE filed an Accusation against PARK alleging
6 violations of the Real Estate Law based on the fact that PARK was convicted of violating California
7 Penal Code section 470(a) (fraud), a misdemeanor.

8 6. On or about October 1, 1999, the Real Estate Commissioner (“Commissioner”) filed
9 a Decision, effective October 21, 1999, adopting the Proposed Decision of the Administrative Law
10 Judge (“ALJ”) of the Office of Administrative Hearings, revoking all of PARK’s licenses and
11 licensing rights, but granting PARK an RRES if PARK made application therefor and paid the
12 appropriate fee. Pursuant to the Commissioner’s Decision, PARK was not eligible to apply for an
13 unrestricted RES license, nor for the removal of any conditions, limitations, or restrictions of an
14 RRES, until three (3) years elapsed from the effective date of the Decision.

15 7. In the Proposed Decision, the ALJ found that PARK’s conviction for fraud was a
16 crime involving moral turpitude, and a crime of dishonesty arising out a real estate related
17 transaction. PARK used a false identification and a signed blank check from one of PARK’s former
18 tenants—provided to pay rent on a commercial property in a strip mall previously owned by
19 PARK—to purchase a treadmill from a Sears store.

20 8. On or about November 12, 1999, an RRES license was issued to PARK.

21 9. On or about October 17, 2002, PARK petitioned the Commissioner for reinstatement
22 of his REB license.

23 10. On or about February 11, 2004, the DRE filed the Commissioner’s Order denying
24 PARK’s petition, finding that PARK failed to demonstrate sufficient rehabilitation to warrant
25 reinstatement of his REB license.

26 11. On or about July 20, 2005, PARK again petitioned for reinstatement of his REB
27 license.

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1 12. On or about May 2, 2007, the DRE filed the Commissioner's Order denying PARK's
2 petition, finding that PARK failed to demonstrate sufficient rehabilitation to warrant reinstatement
3 of his REB license.

4 13. On or about August 27, 2008, PARK again petitioned for reinstatement of his REB
5 license.

6 14. On or about February 27, 2010, the DRE filed the Commissioner's Order denying
7 PARK's petition, finding that PARK failed to demonstrate sufficient rehabilitation to warrant
8 reinstatement of his REB license.

9 15. On or about March 10, 2010, PARK petitioned for reconsideration of the
10 Commissioner's Order filed on February 27, 2010.

11 16. On or about March 29, 2010, the DRE filed the Commissioner's Order denying
12 PARK's petition for reconsideration.

13 **ACTIVITIES REQUIRING A REAL ESTATE LICENSE**

14 17. At all times alleged herein, in Los Angeles County, California, PARK engaged in the
15 performance of activities requiring a real estate license pursuant to Code section 10130, and acted,
16 ordered, caused, authorized and/or participated in licensed activities for another or others for
17 compensation or in expectation of compensation within the meaning of Code section 10131(a):
18 selling or offering to sell, buying or offering to buy, soliciting prospective sellers or buyers of,
19 soliciting or obtaining listings of, or negotiating the purchase or sale of real property.

20 18. Pursuant to Code sections 10015.1, 10016, 10018.01, and 10137, a licensed RES,
21 including a licensed RRES, who is retained by an REC or an REB ("responsible broker"): may only
22 engage in one or more of the acts set forth in Code sections 10131, 10131.1, 10131.2, 10131.3,
23 10131.4, and 10131.6; may only engage in the acts set forth in the aforementioned Code sections
24 when performing such acts on behalf of that responsible broker; may only engage in the acts set
25 forth in the aforementioned Code sections under the supervision of the responsible broker who has
26 retained that RES or RRES; and may only accept compensation for licensed activity from the
27 responsible broker retaining that RES or RRES.

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1 19. Pursuant to Code sections 10159, 10159.2, and 10211, and Regulation 2740, an REC
2 can only act by and through the REB license of its designated officer.

3 **FACTS DISCOVERED BY DRE**

4 20. On or about December 23, 2024, the DRE received a complaint from V.A.^{1/}
5 regarding PARK and Omni Realty & Investment Group in which V.A. alleged that: PARK presented
6 an offer from a buyer he represented to purchase a property owned by the seller, located at 242 W.
7 46th Street, in Los Angeles, California (“46th Street Property”); PARK, knowing that the seller was
8 already under a listing agreement with another broker, entered into a real estate agency relationship
9 with the seller, creating a dual agency in which PARK represented both the buyer and the seller;
10 and did not inform his responsible broker at the time. PARK then left the employ of his responsible
11 broker, and closed escrow on the 46th Street property while he was licensed with no broker
12 affiliation.

13 21. Based on the DRE’s investigation and documents obtained, the DRE discovered the
14 following facts.

15 22. On or about July 9, 2024, G.H. (“owner”) entered into and signed a Commercial and
16 Residential Income Listing Agreement (“July Listing Agreement”) with Nelson Shelton &
17 Associates (“NSA”; “broker”)—NSA is the licensed dba of REC NARE Enterprises Inc, License
18 ID 02173137. The July Listing agreement granted NSA the exclusive and irrevocable right to sell
19 the 46th Street Property at the listing price of \$750,000.00. REB Ann Hwang (“Hwang”) signed the
20 Listing Agreement on behalf of NSA, as the broker representing the owner. Under the terms of the
21 July Listing Agreement:

22 a. Paragraph 1 specified the listing period as beginning on July 8, 2024 and
23 ending on December 31, 2024.

24 b. Paragraph 3A, titled “Compensation to Broker,” stated in relevant part,
25 “Owner agrees to pay to Broker as compensation for services irrespective of agency
26 relationship ☒ 4.000 percent of the listing price”

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28 ^{1/} Initials are used in place of an individual’s full name to protect their privacy. Documents containing individuals’ full names will be provided during the discovery phase of this case to Respondent and/or his attorney(s), after service of a timely and proper request for discovery on Complainant’s counsel.

1 c. Paragraph 12F, titled "Termination of Agency Relationship," stated in
2 relevant part, "Owner . . . agrees that the representation duties of, and agency relationship
3 with, Broker terminate at the expiration of the Agreement or the completion of the
4 transaction or agreement specified"

5 23. Also, on or about July 9, 2024, G.H. as the seller and Hwang on behalf of NSA as
6 the broker signed a Disclosure Regarding Real Estate Agency Relationship.

7 24. On or about July 8, 2024, Hwang placed an advertisement for the sale of the 46th
8 Street Property through the Combined L.A./Westside MLS, Inc ("The MLS/CLAW") multiple
9 listing service ("MLS"), listing Hwang and NSA as the seller's agent, and also listing RES Sung
10 Oh, License ID 01884497 as a second seller's agent on behalf of REC Real Estate eBroker Inc,
11 License ID 01522411. Hwang advertised the 46th Street Property through The MLS/CLAW for the
12 sale price of \$700,000.00, which was reduced from the original price of \$750.000.00.

13 PARK's Real Estate Activities While Licensed NBA

14 25. All of the activities alleged below in Paragraphs 26 through 42, were performed by
15 PARK while he was licensed NBA and prohibited from performing real estate activities requiring a
16 license.

17 26. On unknown dates, but on information and belief between on or about July 9 and
18 August 2, 2024, PARK solicited E.L. as a potential buyer for the 46th Street Property and, according
19 to PARK, PARK received several phone calls from G.H. asking him if he had a buyer for the 46th
20 Street Property.

21 27. On or about August 2, 2024:

22 a. PARK prepared and signed a document titled California Residential
23 Purchase Agreement and Joint Escrow Instructions ("RPA"), for the purchase of the 46th
24 Street Property for \$680,000.00, in which PARK listed ORIG (REB Jo's dba) and himself
25 as the Seller's Brokerage and Seller's Agent, and also listed ORIG and himself as the
26 Buyer's Brokerage and Buyer's Agent. E.L. signed the RPA as the buyer, and G.H. signed
27 as the seller, accepting E.L.'s offer to purchase the 46th Street Property for \$680,000.00.
28 Under the terms of the RPA:

1 (i) Paragraph 18A, titled "Brokers and Agents: Compensation," states in
2 relevant part: "Seller or Buyer, or both, as applicable, agree to pay compensation to
3 Broker as specified in a separate written agreement between Broker and that Seller
4 or Buyer." The RPA contained no information regarding the amount of any
5 commission or compensation to be paid to PARK, and no separate agreement signed
6 on or before August 2, 2024 by G.H., specifying the amount of compensation to be
7 paid to PARK, was provided to the escrow holder.

8 b. PARK had G.H. as the seller, E.L. as the buyer, and PARK as the agent and
9 broker, sign a Disclosure Regarding Real Estate Agency Relationship. PARK also listed
10 "Sun's California Co." as the salesperson or broker-associate on this disclosure, with DRE
11 License ID 00820238, which is the License ID for REB Benjamin S Yi ("Yi"). PARK was
12 not at that time retained by Yi, and had not been retained by Yi. According to DRE records,
13 the name "Sun's California Co." has never been licensed by the DRE.

14 c. PARK had G.H. as the seller and E.L. as the buyer sign a California
15 Consumer Privacy Act Advisory, Disclosure and Notice.

16 d. PARK had E.L. as the buyer sign a Fair Housing and Discrimination
17 Advisory.

18 28. From on or about August 14, 2024, to on or about October 20, 2024, PARK was
19 retained by, and his RRES license was affiliated with, REB Jo. On or about October 20, 2024, REB
20 Jo terminated PARK's affiliation with Jo's brokerage. According to Jo, Jo terminated PARK due to
21 PARK's lack of communication, his failure to respond to phone calls and to reply to Jo's messages,
22 and because Jo had no knowledge of any transactions PARK may have been involved in during his
23 affiliation with Jo.

24 29. On or about October 21, 2024, PARK prepared and had E.L. as the buyer sign a
25 Buyer's Investigation Advisory.

26 30. On or about October 21 and 22, 2024, PARK prepared and had G.H. as the seller and
27 E.L. as the buyer, respectively, sign a Real Estate Transfer Disclosure Statement ("TDS"), and

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1 PARK signed the TDS under the Agent's Inspection Disclosure as the agent for both the seller and
2 for the buyer

3 31. On or about October 24, 2024, PARK prepared and had G.H. as the seller and E.L.
4 as the buyer sign Addendum No. 1 to the RPA, stating: "The initial Earnest Money Deposit in the
5 amount of \$10,000 that was pay [sic] by Buyer shall be refunded in full to the Buyer at closing. The
6 Buyer will bring the additional \$10,000 at closing."

7 32. On or about October 24 and 25, 2024:

8 a. PARK had E.L. as the buyer and G.H. as the seller, respectively, sign a Fair
9 Housing and Discrimination Advisory.

10 b. PARK had E.L. as the buyer and G.H. as the seller, respectively, sign a
11 Verification of Property Condition, stating in part, "The evaluation of the condition of the
12 Property . . . is based upon a personal verification of the property by Buyer or [E.L.]
13 performed on 10/30/24 (date) at 10:45 [AM]"

14 33. On or about October 25, 2024, PARK had E.L. complete and sign a Confidential
15 Information Statement for Ace Escrow, Inc., Escrow No. 24-1103-GL, the escrow for the 46th Street
16 Property.

17 34. On or about October 25 and 26, 2024, PARK had G.H. as the seller and E.L. as the
18 buyer, respectively, sign a California Consumer Privacy Act Advisory, Disclosure and Notice.

19 35. On or about October 29, 2024, PARK had G.H. as the seller and E.L. as the buyer
20 sign a Tenant Occupied Property Addendum to the RPA.

21 36. On or about October 30 and 31, 2024, PARK prepared and had G.H. as the seller and
22 E.L. as the buyer, respectively, sign another TDS, and PARK again signed the TDS under the
23 Agent's Inspection Disclosure as the agent for both the seller and for the buyer.

24 37. On or about October 31, 2024:

25 a. PARK had G.H. as the seller and E.L. as the buyer sign another
26 Representative Capacity Signature Disclosure (For Seller Representatives), which stated it
27 was a disclosure to an Exclusive Listing Agreement to Sell the 46th Street Property, between
28 E.L. and G.H., and listed PARK as the salesperson.

1 b. PARK had G.H. as the seller, E.L. as the buyer, signed a Possible
2 Representation of More than One Buyer or Seller Disclosure and Consent. On or about
3 November 24, 2024, PARK signed this document as the buyer's broker, and listed ORIG as
4 the brokerage for both the buyer and the seller.

5 38. According to phone records provided to the DRE by Ace Escrow, the escrow holder
6 for the 46th Street Property, PARK made 29 phone calls to Ace Escrow between on or about
7 November 7 and 22, 2024.

8 39. On or about November 12, 2024, PARK had G.H. as the seller and E.L. as the buyer
9 sign a Wire Fraud and Electronic Funds Transfer Advisory.

10 40. On or about November 18, 2024, PARK prepared and had G.H., erroneously listed
11 as the buyer, sign a Buyer Contingency Removal No. 1.

12 41. On or about November 22, 2024, the day escrow closed, the escrow holder issued
13 check number 69653 in the amount of \$27,200.00 as a dual agency and listing broker commission
14 payable to ORIG, representing four percent (4%) of the sale price of \$680,000.00.

15 42. On or about November 24, 2024, PARK had G.H. as the seller, E.L. as the buyer,
16 and PARK on behalf of ORIG as the agent, sign a Disclosure Regarding Real Estate Relationship.

17 43. According to REB Jo, PARK's former responsible broker: Jo was unaware of any
18 transactions PARK was involved in during the time he was affiliated with Jo's brokerage; PARK
19 failed to communicate with Jo and did not submit any documents until Jo requested them; Jo did
20 not receive the RPA for the 46th Street Property until after escrow closed; Jo had no knowledge of
21 the sale of the 46th Street Property until PARK provided Jo the commission check; neither PARK
22 nor the escrow officer informed Jo about the transaction prior to its closing.

23 44. According to REB Jo, he withheld a portion of PARK's commission for the 46th
24 Street Property due to several issues with the transaction. According to PARK, Jo paid PARK
25 \$10,000.00 of the \$24,480.00 commission PARK claimed he was owed.^{2/}

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27 ^{2/} On or about March 24, 2025, PARK filed a civil complaint against REB Jo and ORIG in Los Angeles County Superior
28 Court, Case No. 25STLC02236, alleging in part that: on or about December 4, 2024, PARK was paid a \$27,200.00
commission by Ace Escrow, "sharing a 10% commission" with Jo and ORIG; Jo only paid PARK \$10,000.00; that Jo
owed PARK \$14,480.00, apparently related to the sale of the 46th Street Property. That case is currently pending.

1 Disputed Commission Instructions to Escrow Holder

2 45. On or about August 28, 2024, while PARK was retained by, and his RRES license
3 was affiliated with, REB Jo, a document titled Instructions to Pay Commission—which was
4 included with Escrow No. 23-1103-GL, the escrow for the 46th Street Property—appears to have
5 been signed on behalf of ORIG, instructing the escrow holder to pay \$27,200.00 as a commission
6 to ORIG at the close of escrow.

7 a. According to REB Jo, who owned ORIG, he did not sign the Instructions to
8 Pay Commission and did not know whose signature appeared on the document.

9 b. According to Ace Escrow, the escrow holder, the Instructions to Pay
10 Commission must have been delivered in person by PARK.

11 PARK's September Listing Agreement for 46th Street Property and False Second RPA

12 46. On or about May 12, 2025, PARK provided copies of documents to the DRE's
13 special investigator. Included among the documents were the following:

14 a. A Commercial and Residential Income Listing Agreement ("September
15 Listing Agreement") for the 46th Street Property that, on or about September 1, 2024, PARK
16 prepared and had G.H. sign as the owner, and PARK on behalf of ORIG signed as the broker.
17 Under the terms of the September Listing Agreement:

18 (i) Paragraph 2A(1), titled "Listing Period," specified the listing period
19 as "Beginning on 09/01/24 (date) and Ending at 11:59 P.M. on 12/30/24 (date)";

20 (ii) Paragraph 2A(2), titled "Listing Price," specified the listing price as
21 \$680,000.

22 (iii) In paragraph 2C(1), titled "Compensation to Owner's Broker," PARK
23 filled in the blanks to specify his compensation as follows: "6 % of the listing price
24 AND, if any 30,000.00 or 40,000.00."

25 (iv) In paragraph 2C(4), titled "Owner Obligation to Pay Previous
26 Brokers," PARK filled in the first blank and left the second blank unfilled, so that
27 the terms stated:

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1 Previous Listing/Other Broker(s): No previous agent commission
2 Compensation to above Broker(s) owed if Property transferred to:

3 (v) Paragraph 4F(1), titled "Owner Compensation Obligations to Other
4 Brokers," stated, "Owner represents that Owner has not previously entered into a
5 listing agreement with another broker regarding the Property, unless specified in
6 paragraph 2C(4)."

7 b. A second RPA for the 46th Street Property, which appears to be dated and
8 signed September 25, 2024 ("Second RPA"), that is nearly identical to the RPA dated August
9 2, 2024, except for the following:

10 (i) The first page of the second RPA has a DigiSign verification code at
11 the top, despite the fact that the forms were completed and signed by hand, and it
12 shows the date prepared as "09/25/2024" instead of "08/02/2024";

13 (ii) The date at the top right of pages 2 through 16 is shown as
14 "09/25/2024," and for pages 2, and 4 through 14, the date at the top right appears to
15 have been written over "white out" or white correction tape;

16 (iii) On the top of pages 4 through 10, 13, and 14, next to "Property
17 Address," a strip of paper with "242-244 W. 46th St. L.A. CA" handwritten on it has
18 been secured with adhesive tape over another handwritten address;

19 (iv) On page 15, E.L.'s signature is dated 09/25/2024, G.H.'s signature is
20 dated 09/26/2024, and the box at the bottom of the page stating "Offer Not Accepted:
21 No Counter Offer is being made. This offer was not accepted by Seller," has
22 handwritten initials in the blanks." On page 15 of the RPA dated August 2, 2024,
23 there are no initials handwritten in this box;

24 (v) On page 16, PARK's signature is dated 09/26/2024, the information
25 for the escrow holder is handwritten instead of typed, and the "Presentation of Offer"
26 box at the bottom of the page has handwritten initials.

27 47. On May 14, 2025, the DRE's special investigator sent PARK a letter asking the
28 following in relevant part:

1. The subject property's Listing Agreement is dated 09/01/2024. And the Residential Purchase Agreement was ratified prior to that date. Please explain why.
2. At the time you executed the Listing Agreement, did you attempt to verify whether the subject property was already listed for sale? . . . If yes, then please explain your findings and your subsequent actions to correct any conflicts.

48. On or about May 19, 2025, PARK responded, stating as follows in relevant part:

1. I MAY BE READY TO PRESENT PURCHASE AGREEMENT PRIOR TO THAT DAY BECAUSE OWNER CALLED ME SEVERAL TIMES IF YOU HAVE A BUYER TO BUY MY PROPERTY OR NOT. THEREFORE I MADE OWNER TO BE HAPPY WITH MY BUYER READY TO OPEN ESCROW IF THE PRICE SHALL BE LOWER BY \$10,000.00.

2. I ASKED PROPERTY OWNER WHETHER YOU SIGNED PREVIOUS LISTING AGREEMENT BEFORE I GET 90 DAYS LISTING AGREEMENT. THE OWNER SAID SHE NODDED AND AUTHORIZED WITH SARAH OH, PREVIOUS AGENT BEFORE ANN HWANG, SHELDON ASSOCIATES. ONE YEARS HAVE PASSED FROM THAT DATE. TWO DIFFERENT REAL ESTATE COULD NOT SELL NEIGHTER [sic]. IN FACT FIRST AGENT SARAH OH TRANSFERRED LISTING AGREEMENT WITHOUT OWNER'S SIGNATURE (PLEASE COMPARE IT IF SIGNATURE IS IDENTIFIED AS SAME OR DIFFERENT SIGNATURES)

49. On or about May 5, 2025, Ace Escrow, the escrow holder for the 46th Street Property, produced the entire escrow file for the sale of the 46th Street Property and additional records, which showed that escrow opened on or about August 20, 2025, and that the escrow file includes the RPA dated August 2, 2024, but not an RPA dated September 25, 2025.

VIOLATIONS OF THE REAL ESTATE LAW – CAUSES FOR DISCIPLINE

50. In the course of the activities alleged above, and based on the facts discovered by the DRE, as alleged in Paragraphs 17 through 49 above, PARK acted in violation of the Code and Regulations as follows.

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1 **FIRST CAUSE OF ACCUSATION: BROKER LICENSE REQUIRED**

2 51. Complainant realleges and incorporates by reference all of the allegations contained
3 in the previous paragraphs as though fully set forth herein.

4 52. PARK has not been licensed by the DRE as a real estate broker at any time since
5 October 21, 1999, when his REB license was revoked.

6 53. From between on or about July 9 and August 2, 2024, on or about August 2, 2024,
7 and from on or about October 21, 2024 to on or about November 22, 2025, during times that PARK
8 was not retained by, and his RRES license was not affiliated with an REB or REC, PARK acted in
9 the capacity of, or assumed to act, as a real estate broker as a dual agent representing E.L. and G.H.
10 in the sale of the 46th Street Property, in expectation of compensation, without first obtaining a real
11 estate broker license from the DRE.

12 54. PARK's acts and/or omissions in engaging in real estate sales activities requiring a
13 license without first obtaining an REB license from the DRE, were in violation of **Code section**
14 **10130** and constitute cause to suspend or revoke the real estate licenses and license rights of PARK
15 pursuant to **Code sections 10177(d) and/or 10177(g)**.

16 **SECOND CAUSE OF ACCUSATION: UNDISCLOSED COMPENSATION**

17 55. Complainant realleges and incorporates by reference all of the allegations contained
18 in the previous paragraphs as though fully set forth herein.

19 56. As alleged above in Paragraph 27(a)(i), the RPA contained no information regarding
20 the amount of any commission or compensation to be paid to PARK, and no separate agreement
21 signed on or before August 2, 2024 by G.H., specifying the amount of compensation to be paid to
22 PARK, was provided to the escrow holder.

23 57. A copy of the escrow holder's Instructions to Pay Commission in the amount of
24 \$27,200.00 to ORIG, dated August 28, 2024, was signed by G.H.

25 58. On or about September 1, 2024, almost a month after PARK entered into the RPA
26 with G.H. and E.L., as alleged above in Paragraph 46(a), PARK prepared and had G.H. sign the
27 September Listing Agreement in which PARK's compensation for selling the 46th Street Property

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1 was stated as “6 % of the listing price AND, if any 30,000.00 or 40,000.00.” Six percent of the
2 listing price of \$680,000.00 is \$40,800.00.

3 59. On or about November 22, 2024, at the close of escrow, the escrow holder issued a
4 check payable to ORIG in the amount of \$27,200.00, with the reference “4% Dual Agent
5 Commission.”

6 60. PARK’s acts and/or omissions in claiming and/or taking a commission on the sale of
7 the 46th Street Property without first revealing to G.H. the full amount of PARK’s and ORIG’s
8 compensation prior to or coincident with the signing of the RPA on August 2, 2024, were in violation
9 of **Code section 10176(g)** and constitute cause to suspend or revoke the real estate licenses and
10 license rights of PARK pursuant to **Code sections 10176(g), and 10177(d) and/or 10177(g)**.

11 **THIRD CAUSE OF ACCUSATION: UNLAWFUL COMPENSATION**

12 61. Complainant realleges and incorporates by reference all of the allegations contained
13 in the previous paragraphs as though fully set forth herein.

14 62. As alleged above, sometime after the close of escrow on November 22, 2024, of the
15 46th Street Property, when PARK was no longer retained by, and his RRES license was no longer
16 affiliated with, REB Jo, and PARK was licensed NBA, PARK accepted \$10,000.00 of the
17 commission he claimed he was owed from REB Jo.

18 63. PARK’s acts and/or omissions in accepting compensation for activity requiring a real
19 estate license from a person other than a broker under whom he was at the time licensed, were in
20 violation of **Code sections 10130, 10137, and 10177(d) and/or 10177(g)**, and constitute cause to
21 suspend or revoke the real estate licenses and license rights of PARK pursuant to **Code sections**
22 **10177(d) and/or 10177(g)**.

23 **FOURTH CAUSE OF ACCUSATION:**

24 **NEGLIGENT OR INTENTIONAL MISREPRESENTATION; DISHONEST DEALING**

25 64. Complainant realleges and incorporates by reference all of the allegations contained
26 in the previous paragraphs as though fully set forth herein.

27 65. On or about August 2, 2024, while PARK was licensed NBA, PARK prepared and
28 signed, and had E.L. and G.H. sign the RPA and Disclosure Regarding Real Estate Agency

1 Relationship, in which PARK represented to E.L. and G.H. that he was authorized to act as a dual
2 agent for both of them as a real estate licensee affiliated with ORIG, the dba for REB Jo.

3 66. On or about August 28, 2024, Instructions to Pay Commission in the amount of
4 \$27,200.00 to ORIG, with a false signature of REB Jo, was delivered in person by PARK to the
5 escrow holder and presented as if it was signed by REB Jo.

6 67. On or about September 1, 2024, PARK prepared and had G.H. sign the September
7 Listing Agreement, which agreement represented that G.H. had not previously entered into a listing
8 agreement with another broker regarding the 46th Street property and that there was "No previous
9 agent commission."

10 68. Between on or about October 21, 2024, and on or about November 24, 2024, while
11 PARK was licensed NBA, PARK prepared and had E.L. and G.H. sign multiple documents for the
12 sale of the 46th Street Property, during which time PARK continued to act, or assumed to act, as if
13 he was authorized to act as a dual agent for E.L. and G.H. as a real estate licensee affiliated with
14 ORIG.

15 69. E.L. and G.H. entered into the RPA with, and hired, PARK, signed additional
16 transaction documents, and proceeded with the sale of the 46th Street Property, based on PARK
17 signing the RPA as a dual agent on behalf of ORIG, and based on PARK's implied or explicit
18 representation that he was authorized to act as a dual agent on behalf of ORIG. Believing that PARK
19 was authorized by ORIG to act as a dual agent, and that ORIG and PARK had specialized and
20 professional competence, expertise, knowledge and skill in selling real estate, E.L. and G.H.
21 justifiably relied on PARK.

22 70. Ace Escrow, as the escrow holder, issued the commission check for \$27,200.00
23 based on receiving the Instructions to Pay Commission purportedly signed by REB Jo, and PARK's
24 implied or explicit representation that he was authorized to represent G.H. as a real estate licensee
25 acting as a dual agent on behalf of ORIG for the sale of the 46th Street Property. Believing that
26 PARK was authorized to represent G.H. as a real estate licensee acting as a dual agent on behalf of
27 ORIG, Ace Escrow justifiably relied on PARK.

28 ///

1 71. PARK's implied or explicit representations that he was authorized to act as a dual
2 agent for E.L. and G.H. as a real estate licensee affiliated with ORIG, that the Instructions to Pay
3 Commission was signed by REB Jo, that G.H. had not previously entered into a listing agreement
4 with another broker, and that the Second RPA was prepared to state a sale price of \$680,000.00,
5 were false. At the time PARK made these implied or explicit representations, PARK either knew
6 they were false, or had no reasonable grounds for believing the representations were true at the time
7 he made them.

8 72. In expectation of compensation, PARK made the implied or explicit representations,
9 and concealed and suppressed the fact that he was prohibited from performing real estate activities
10 requiring a license while he was licensed NBA, with the intention of inducing E.L., G.H., and Ace
11 Escrow to act in reliance on these representations, and the concealment of the fact that PARK was
12 prohibited from performing real estate activities requiring a license while he was licensed NBA, or
13 with the expectation that they would so act, so that E.L. and G.H. would enter into the RPA and hire
14 PARK to act as their dual agent, and that Ace Escrow would issue a commission check.

15 73. In reliance on PARK's implied or explicit representations, E.L. and G.H. entered into
16 the RPA, hired PARK as their dual agent, and proceeded with the sale of the 46th Street Property,
17 and Ace Escrow issued the commission check after the close of escrow. Had E.L., G.H., and Ace
18 Escrow known the true facts that PARK was not authorized to perform real estate activities requiring
19 a license while he was licensed NBA at the times the RPA and other transaction documents were
20 executed, at the close of escrow, and when Ace Escrow issued the commission check, E.L. and G.H.
21 would not have entered into the RPA, hired PARK as their dual agent, and proceeded with the sale
22 of the 46th Street Property, and Ace Escrow would not have issued the commission check.

23 74. PARK's acts and/or omissions in failing to disclose the true facts to E.L., G.H., and
24 Ace Escrow that PARK was not authorized to perform real estate activities requiring a license while
25 he was licensed NBA were in violation of **Code sections 10176(a), 10176(i), 10177(j), and**
26 **10177(d) and/or 10177(g)**, and constitute cause for the suspension or revocation of PARK's real
27 estate licenses and license rights under the provisions of **Code sections 10176(a), 10176(i),**
28 **10177(j), and 10177(d) and/or 10177(g).**

1 **FIFTH CAUSE OF ACCUSATION: BREACHES OF FIDUCIARY DUTIES**

2 75. Complainant realleges and incorporates by reference all of the allegations contained
3 in the previous paragraphs as though fully set forth herein.

4 76. At all relevant times herein, while acting as a dual agent of E.L. and G.H. in the sale
5 of the 46th Street Property, PARK owed E.L. and G.H. fiduciary duties, including, but not limited
6 to, the following:

7 a. Duty of utmost care, integrity, honesty, and loyalty in dealings with E.L. and
8 G.H.;

9 b. Duty to diligently exercise reasonable care and skill in performing the
10 responsibilities of the relationship;

11 c. Duty of fullest disclosure of all material facts affecting E.L.'s and G.H.'s
12 rights and interests, including disclosure of when PARK was licensed NBA and prohibited
13 from performing real estate activities requiring a license unless he was under broker
14 supervision;

15 d. Duty to disclose, prior to or at the time of signing the RPA on or about August
16 2, 2024, all compensation PARK and/or ORIG would receive from G.H. from the sale of the
17 46th Street Property;

18 e. Duty to disclose reasonably obtainable material information, including the
19 fact that the 46th Street Property was still subject to the July Listing Agreement and that
20 there was an active MLS listing for the property by REB Ann Hwang and NSA, with whom
21 G.H. entered into the July Listing Agreement;

22 f. Duty to perform the necessary research and investigation regarding having
23 G.H. sign the September Listing Agreement with PARK and ORIG, which contained the
24 statement signed onto by G.H. that she had not previously entered into a listing agreement
25 with another broker regarding the Property;

26 g. Duty to counsel and advise G.H. regarding the propriety and ramifications of
27 her entering into the September Listing Agreement with PARK and ORIG when the 46th
28 Street Property was still subject to the July Listing Agreement with NSA; and

1 h. Duty to act at all times in the best interests of E.L. and G.H. to the exclusion
2 of all other interests, including interests that could benefit PARK or others.

3 77. In the course of the activities alleged above in in Paragraphs 17 through 74, PARK'S
4 acts and/or omissions constitute breaches of his fiduciary duties and violations of **Civil Code**
5 **sections 2079.13(a) and 2079.16**, and constitute cause for the suspension or revocation of PARK's
6 real estate licenses and license rights under the provisions of **Code sections 10177(d) and/or**
7 **10177(g).**

8 **SIXTH CAUSE OF ACCUSATION: DISHONEST DEALING, CONSTRUCTIVE FRAUD**

9 78. Complainant realleges and incorporates by reference all of the allegations contained
10 in the previous paragraphs as though fully set forth herein.

11 79. On or about May 12, 2025, PARK provided the DRE with a second RPA which
12 appeared to be dated and signed September 25, 2024, representing that he updated the RPA to state
13 a sale price of \$680,000.00, after E.L. had previously signed an RPA with a sale price of
14 \$670,000.00.

15 80. PARK's representation that the previous RPA listed the sale price as \$670,000.00
16 was false and made with the intent to deceive the DRE regarding the true purpose for the second
17 RPA, which was to falsely show that PARK entered into an RPA with E.L. and G.H. on or about
18 September 25, 2025, when PARK was retained by, and his RRES license was affiliated with, REB
19 Jo dba ORIG.

20 81. PARK's conduct regarding the second RPA, as alleged above, constitutes the making
21 of a material misstatement of fact, substantial misrepresentation, dishonest dealing, and/or
22 constructive fraud in violation of **Code sections 10176(a), 10176(i) and/or 10177(j)**, and
23 constitutes cause for the suspension or revocation of PARK's real estate licenses and license rights
24 under the provisions of **Code sections 10176(i) and/or 10177(j), and 10177(d) and/or 10177(g).**

25 **COSTS**

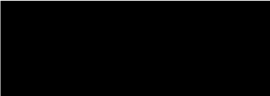
26 **(INVESTIGATION AND ENFORCEMENT COSTS)**

27 82. **Code section 10106** provides, in pertinent part that in any order issued in resolution
28 of a disciplinary proceeding before the DRE, the Commissioner may request the administrative law

1 judge to direct a licensee found to have committed a violation of this part to pay a sum not to exceed
2 the reasonable costs of investigation and enforcement of the case.

3 WHEREFORE, Complainant prays that a hearing be conducted on the allegations of this
4 Accusation and that upon proof thereof, a decision be rendered imposing disciplinary action against
5 the license and license rights of Respondent EUGENE H PARK under the Real Estate Law, for the
6 costs of investigation and enforcement as permitted by law, and for such other and further relief as
7 may be proper under other applicable provisions of law.

8
9 Dated at Los Angeles, California November 7, 2025.

10
11 
12 Ray Dagnino
13 Supervising Special Investigator

14 cc: EUGENE H PARK
15 Benjamin S Yi
16 Ray Dagnino
17 Sacto.
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