

THE REAL ESTATE COUNCIL OF BRITISH COLUMBIA
IN THE MATTER OF THE *REAL ESTATE SERVICES ACT*
SBC 2004, c 42 as amended

AND

IN THE MATTER OF

SUSHI MERRITT, ALSO KNOWN AS TIM SEO
(163588)

AND

TIM SEO PERSONAL REAL ESTATE CORPORATION
(163588PCPC)

CONSENT ORDER

RESPONDENTS: Sushi Merrit, also known as Tim Seo, Representative, 1144383 BC Ltd.
dba Team 3000 Commercial, while licensed with 1st West Realty Inc.
dba Sutton Group – 1st West Realty

Tim Seo Personal Real Estate Corporation

DATE OF CONSENT ORDER: June 26, 2020

CONSENT ORDER REVIEW COMMITTEE: L. Hrycan
M. Chan
C. Ludgate

COUNSEL: Elizabeth Allan, Legal Counsel for the Real Estate Council of BC

PROCEEDINGS:

On June 26, 2020, the Consent Order Review Committee (“CORC”) resolved to accept the Consent Order Proposal (the “Proposal”) submitted by Tim Seo (“Mr. Seo”), on his own behalf and on behalf of Tim Seo Personal Real Estate Corporation (“Tim Seo PREC”).

WHEREAS the Proposal, a copy of which is attached hereto, has been executed by Mr. Seo, on his own behalf and on behalf of Tim Seo PREC.

NOW THEREFORE, having made the findings proposed in the attached Proposal, and in particular having found that Mr. Seo and Tim Seo PREC committed professional misconduct within the meaning of section 35(1)(a) and 35(1)(c) of the *Real Estate Services Act* (“RESA”) and sections 3-2(2), 3-3(a), 3-3(d), 3-3(h), 3-3(i), 3-3(j), 3-4,5-1(3), 5-1(4), 5-10 and 5-11(2) of the Rules made under the RESA, pursuant to section 43 of the RESA the CORC orders that:

1. Mr. Seo and Tim Seo PREC’s licences be suspended for six (6) months;
2. Mr. Seo and Tim Seo PREC be prohibited from acting as an unlicensed assistant during their licence suspension period;
3. Mr. Seo, at his own expense, register for and successfully complete the Ethics in Business Practice Course from the Real Estate Institute of Canada in the time period as directed by the Council;
4. Mr. Seo, at his own expense, register for and successfully complete the Real Estate Trading Services Remedial Education Course as provided by the Real Estate Division, Sauder School of Business at the University of British Columbia within the time period directed by the Council; and
5. Mr. Seo and Time Seo PREC be jointly and severally liable to pay enforcement expenses in the amount of \$1,500 within two (2) months from the date of this Consent Order.

If Mr. Seo and/or Tim Seo PREC fails to comply with any term of this Order, the Council may suspend or cancel their licences without further notice to them, pursuant to sections 43(3) and 43(4) of the RESA.

Dated this 26 day of June, 2020 at the City of Vancouver, British Columbia.

SON BEHALF OF THE CONSENT ORDER REVIEW COMMITTEE

“Len Hrycan”

Len Hrycan
Consent Order Review Committee

Attch.

**IN THE MATTER OF THE *REAL ESTATE SERVICES ACT*
SBC 2004, c 42 as amended**

AND

IN THE MATTER OF

**SUSHI MERRITT, ALSO KNOWN AS TIM SEO
(163588)**

AND

**TIM SEO PERSONAL REAL ESTATE CORPORATION
(163588PC)**

CONSENT ORDER PROPOSAL BY TIM SEO and TIM SEO PERSONAL REAL ESTATE CORPORATION

BACKGROUND AND FACTS

This Consent Order Proposal (the "Proposal") is made by Tim Seo ("Mr. Seo") on his own behalf and on behalf of Tim Seo Personal Real Estate Corporation ("Tim Seo PREC") to the Consent Order Review Committee ("CORC") of the Real Estate Council of British Columbia (the "Council") pursuant to section 41 of the *Real Estate Service Act* ("RESA").

For the purposes of the Proposal, Mr. Seo, on his own behalf and on behalf of Tim Seo PREC, and the Council, have agreed upon the following facts:

1. Mr. Seo (163588) has been licensed as a representative for trading since February 3, 2012.
2. Mr. Seo became licensed as Tim Seo PREC (163588PC) on December 5, 2014.
3. Mr. Seo and Tim Seo PREC were at all relevant times licensed as a representatives for trading with 1st West Realty Inc. dba Sutton Group – 1st West Realty Sutton Group (the "Brokerage") in Coquitlam, British Columbia.
4. Mr. Seo legally changed his name from Sushi Merritt to Tim Seo on October 18, 2016.

File #15-537

5. This matter relates to Mr. Seo's conduct in relation to the purchase and sale of a commercial property located at XXXX Island Highway in Campbell River, British Columbia (the "Campbell River Property").

6. According to Mr. Seo, in October 2013, the seller of the Campbell River Property, Seller A, approached him and asked him to market the subject property on a confidential basis to Mr. Seo's clients.
7. Mr. Seo says that he asked Seller A if he was working with another licensee to market the subject property, and Seller A stated that he was not. Mr. Seo then searched MLS and did not find a listing for the Campbell River Property. He then proceeded to advertise the Campbell River Property for sale on his website.
8. Mr. Seo's view at the time is that he was not acting as Seller A's agent but was in a customer relationship with him. Mr. Seo never documented this relationship or explained it to Seller A.
9. According to Mr. Seo, on November 1, 2013, he obtained a Landcor report on the Campbell River Property which listed its legal description as PID XXX-XXX-XXX. Mr. Seo did not obtain a title search for the Campbell River Property but instead relied on the Landcor report for the legal description to the land.
10. In early November 2013, Mr. Seo introduced a potential buyer to the Campbell River Property. This potential buyer was not interested in the subject property. Approximately two months after that, in early January 2014, Mr. Seo introduced another potential buyer to the Campbell River Property. This potential buyer was also not interested in the subject property.
11. Mr. Seo did not take any further steps with respect to the Campbell River Property between February 2014 and August 22, 2015.
12. On May 27, 2015, Seller A and Mr. B, another licensee, entered into an exclusive listing agreement for the Campbell River Property for the remainder of 2015 (the "ELA"). The listing price for the subject property was \$3,800,000.
13. On August 23, 2015, almost two years after Seller A approached Mr. Seo and one-and-a-half years since Mr. Seo had previously shown the Campbell River Property, Mr. Seo provided a potential buyer, Mr. C, with an information package about the Campbell River Property.
14. On August 29, 2015, Seller A and Mr. B executed an amendment to the ELA reducing the listing price of the Campbell River Property to \$3,495,000.
15. In early September 2015, without contacting Seller A, Mr. Seo brought Mr. C and Mr. C's father to view the Campbell River Property. On September 8, 2015, Mr. Seo emailed Mr. C further information about the Campbell River Property.
16. On September 15, 2015, Tim Seo PREC prepared an offer for Mr. C on the Campbell River Property, PID XXX-XXX-XXX, for \$2,800,000, with Mr. Seo as Mr. C's designated agent, which offer was open for acceptance until 6:00 p.m. on September 17, 2015 (the "First Campbell River Offer"). Seller A did not have an agency relationship set out in the First Campbell River Offer.

17. At no time did Mr. Seo disclose to Mr. C that he was in what Mr. Seo viewed as a customer relationship with Seller A or fully explain to Mr. C the nature of his agency relationship with Mr. C.
18. Mr. Seo delivered the First Campbell River Offer to Seller A. Mr. Seo says that at this time Seller A advised him during this meeting that he was previously working with another agent but he had released that agent and could accept the First Campbell River Offer with some changes.
19. On September 16, 2015, Seller A and Mr. Seo each signed a prepared, typed, commission agreement. The final version of that commission agreement stated:

Name of Business/Property: XXXXXXXX XXXXX XXXXX

Address: XXXX Island Hwy Campbell River
PID: XXX-XXX-XXX

The owner of the Business/Property above Seller A agrees that the commission of ~~\$100,000~~ 2% to the sold price [handwritten] [sic] would be paid to Tim Seo and associates upon selling the business/property above (The tax applicable) [sic].

20. Mr. Seo wrote the name of the Brokerage next to his signature but the commission agreement did not include the duration of the agreement or a provision respecting the use and disclosure of personal information and thus was non-compliant with the Rules.
21. According to Mr. Seo, the change to the commission structure in handwriting was made on September 20, 2015.
22. Seller A made a counteroffer to Mr. C for \$3,400,000, with other changes, which Mr. C did not accept.
23. On September 20, 2015, Tim Seo PREC prepared another offer for Mr. C on the Campbell River Property, PID XXX-XXX-XXX, for \$3,150,000 with Tim Seo PREC as Mr. C's designated agent which was open for acceptance until 8:00 p.m. on September 20, 2015 (the "Second Campbell River Offer"). Seller A did not have an agency relationship set out in the Second Offer.
24. The Second Campbell River Offer provided that Mr. C would provide an \$80,000 deposit upon acceptance of the offer (the "Deposit"), which was refundable if subjects were not removed. If subject removal occurred, which was set for November 30, 2015, Mr. C would provide another \$120,000 at that time.
25. Mr. Seo presented the Second Campbell River Offer to Seller A. Seller A accepted the Second Campbell River Offer as drafted (the "First Contract"). According to Mr. Seo, at this time Seller A informed him that he was working with Mr. B, who would require a

commission, and this is when Mr. Seo changed his commission agreement with Seller A to account for having to pay something to Mr. B when the sale completed.

26. On September 21, 2015, Mr. C obtained a bank draft for the Deposit and delivered it to Mr. Seo in accordance with the First Contract. Mr. Seo deposited the Deposit in the Brokerage's trust account.
27. On September 22, 2015, Seller A and Mr. B made a commission agreement, which was prepared and typed but signed only by Mr. B, which stated:

Name of Business/Property: XXXXXXXXXXX XXXXX XXXXX (XXXX) XXX

Address: XXXX Island Hwy Campbell River BC

The listing agent of the business/property above,
Agrees that the commission for the sale of the property for listing agent is 1% regardless of the commission agreed upon listing when the Seller sells the subject property with business to the Seller's friend Mr. C and it is paid upon the completion of Purchase and Sale Contract for the business/property above (The tax applicable).

28. On September 28, and again on October 7, 2015, the Brokerage asked for Mr. Seo's disclosure of remuneration form to be submitted. On October 7, 2015, Mr. Seo committed to providing it the following week.
29. Despite the Brokerage's requests and his commitment to do so, Mr. Seo never provided a disclosure of remuneration form to his Brokerage or Mr. C, or otherwise informed Mr. C that he had a commission agreement with Seller A.
30. At some point, Mr. Seo and Mr. C signed a Working with a Realtor Brochure designating Mr. Seo in a client relationship under Designated Agency with Mr. C, although the form was undated.
31. On November 9, 2015, Collingwood Appraisals Ltd. prepared an appraisal report for TD Commercial Banking on the Campbell River Property which showed that it consisted of two parcels of land, not the single parcel which was listed in the First Contract. Mr. C obtained a copy of this appraisal and informed Mr. Seo about the issue.
32. On November 10, 2015, Mr. Seo prepared an addendum to the First Contract showing that a second lot, PID XXX-XXX-XXX, should be included in the purchase price, which Seller A and Mr. C executed.
33. On November 26, 2015, Seller A and Mr. C executed a second addendum to the First Contract moving the date of subject removal from November 30, 2015 to December 15, 2015.
34. At some point before November 29, 2015, Seller A asked Mr. Seo to prepare a new contract of purchase and sale for the Campbell River Property between him and Mr. C because he no

longer wanted to sell in 2015 due to tax reasons. Seller A represented that he was still willing to sell the Campbell River Property as long as the sale took place in 2016.

35. Accordingly, in late November 2015, Mr. Seo prepared a new contract of purchase and sale for the subject property dated January 2, 2016, which Seller A signed. The purchase price was the same, but stated that there was a \$200,000 non-refundable deposit, and did not include any subjects (the "Second Contract"). Mr. Seo was listed as the designated agent of Mr. C, and Seller A did not have an agency relationship set out in the Second Contract.
36. At no time did Mr. Seo advise Mr. C to seek legal advice with respect to Seller A's stated desire to no longer sell in 2015 and the implications of that knowledge.
37. On November 29, 2015, Mr. Seo sent the Second Contract to Mr. C and stated:

Besides, I had spoken to your father and he is already aware of this – the Seller has listed [the subject property] with another Caucasian realtor and the listing is until the end of this year; in order to lessen the commission, I am sending you a contract signed by the Seller which is effective on January 2 of next year (2016) and completes on January 15. Please sign and initial it. The terms and conditions of the new contract is the same as the existing one except [it has] no subjects. Once the current contract's subjects are removed, with mutual consent, the new contract is going to replace it. So, please sign and send it together. Thank you.

[Translated from Korean]

38. What Mr. Seo told Mr. C about the need for the Second Contract was not what Seller A told Mr. Seo and not what the Second Contract stated.
39. Mr. C refused to sign the Second Contract.
40. Mr. C did not remove subjects on December 15, 2015 as set out in the addendum to the Contract and the purchase and sale did not complete. Later that day, Mr. Seo prepared a Release to have Mr. C's Deposit returned to him but Seller A refused to sign it.
41. On January 6, 2016, Mr. C's wife contacted Mr. Seo's Managing Broker to request the return of the Deposit. According to Mr. Seo's Managing Broker, this was the first time that he was made aware of the issues in the transaction. According to Mr. Seo, he approached his Managing Broker on or shortly after December 15, 2015 when Mr. C did not remove subjects and wanted his Deposit returned. Mr. Seo agrees that he had not kept his Managing Broker informed of his activities in this transaction prior to December 15, 2015.
42. On February 2, 2016, Mr. Seo's Managing Broker prepared a Release to have the Deposit returned to Mr. C. Seller A and Mr. C signed the Release.
43. On February 4, 2016, the Brokerage released the Deposit to Mr. C.

44. Council issued a Notice of Discipline Hearing on February 12, 2020, and served it on Mr. Seo on his own behalf and on behalf of Tim Seo PREC.

File #16-086

45. This matter relates to Mr. Seo's conduct in relation to the purchase and sale of a commercial property located at XXXX XXXXXXXX XXXXXX Road in Armstrong, British Columbia (the "Armstrong Property").
46. In 2015, the owner of the Armstrong Property, Seller B, approached Mr. Seo and asked for assistance in selling the subject property. Mr. Seo agreed to do so.
47. On May 22, 2015, Mr. Seo advertised the Armstrong Property for sale for \$700,000, in a local Korean language newspaper.
48. Mr. P saw the advertisement and was interested in purchasing the Armstrong Property. He approached Mr. Seo in June 2015, and Mr. Seo agreed to prepare an offer for him.
49. On July 3, 2015, Mr. Seo prepared a contract of purchase and sale for the Armstrong Property (the "Offer"). The terms of the Offer included that Mr. P would purchase the Armstrong Property for \$700,000, with subjects. Mr. Seo is identified in the Offer as acting as a limited dual agent, although Mr. Seo never documented this relationship with Mr. P or fully explained the nature of this relationship to him.
50. After some negotiation, on July 5, 2015, Seller B and Mr. P agreed on a purchase price of \$750,000 as an asset sale, with subjects (the "Contract").
51. On July 6, 2015, Seller B and Mr. Seo entered into a commission agreement, signed only by Seller B which stated:

The Seller of the Property/Business above, XXXX XXXXX XXXXXXXX XXXXX LTD. agrees that 7% of the Sale Price is paid to Tim Seo from [Brokerage] as the commission upon the completion of Sale of the Business/Property above (Tax to be applied)
52. This commission agreement was not signed by both parties, did not include the duration of the agreement or a provision respecting the use and disclosure of personal information and thus was non-compliant with the Rules.
53. On July 14, 2015, the Brokerage emailed Mr. Seo and requested that Mr. Seo provide it with a limited dual agency agreement for the transaction.
54. Mr. Seo never provided a limited dual agency agreement to his Brokerage.
55. On September 21, 2015, the Brokerage again requested that Mr. Seo provide it with certain documents, including a disclosure of remuneration form.

56. Mr. Seo did not have Mr. P sign a Working With a Realtor (“WWAR”) Brochure documenting the nature of their relationship. On or about September 22, 2015, Mr. Seo signed Mr. P’s name to an undated Working With a Realtor Brochure without Mr. P’s knowledge or consent designating that they were in a client relationship so that Mr. Seo could provide a signed WWAR Brochure to his Brokerage.
57. On September 22, 2015, Mr. Seo provided the forged WWAR Brochure to his Brokerage and stated:

I am not getting any remuneration other than the one paid directly by the client. So I do not think that I have to submit the DOR as shown on top of the form attached.

Mr. Seo had attached a copy of the disclosure of remuneration form which stated:

WHEN A REAL ESTATE LICENSEE ANTICIPATES RECEIVING REMUNERATION AS A RESULT OF PROVIDING REAL ESTATE SERVICES TO YOU OR ON YOUR BEHALF (OTHER THAN ANY REMUNERATION PAID DIRECTLY BY YOU, THE CLIENT) THEY ARE REQUIRED TO ADVISE YOU OF THIS IN WRITING.

Remuneration includes any form of remuneration, including any commission, fee, gain or reward, whether remuneration is received, or is to be received directly, or indirectly.

...

DISCLOSURE OF COMMISSION WHEN ACTING AS LIMITED DUAL AGENT ...

58. Mr. Seo never provided a disclosure of remuneration form to his Brokerage or to Mr. P, or otherwise informed Mr. P of the commission that he had negotiated with Seller B after the formation of the Contract.
59. Subjects were removed from the Contract and the purchase and sale of the Armstrong Property completed on September 30, 2015.
60. On February 9, 2016, Mr. P wrote to Mr. Seo’s Managing Broker about Mr. Seo, which was the first time that Mr. Seo’s Managing Broker had been informed about the issues in the transaction. Mr. Seo had not kept his Managing Broker informed of his activities.
61. On June 6, 2016, Mr. P’s numbered company commenced a civil action against Mr. Seo, Seller B and others, in relation to the purchase of the Armstrong Property. In July 2017, Mr. P and Mr. Seo settled this claim as between themselves and Mr. P subsequently filed a Notice of Discontinuance against Mr. Seo.
62. On August 16, 2017, Mr. Seo wrote to Council and apologized for his “serious error” in signing Mr. P’s name to the WWAR Brochure.
63. Council issued a Notice of Discipline Hearing on February 12, 2020, and served it on Mr. Seo on his own behalf and on behalf of Tim Seo PREC.

64. Council issued an Amended Notice of Discipline Hearing on April 20, 2020, and served it on Mr. Seo on his own behalf and on behalf of Tim Seo PREC.

Prior Discipline

65. Mr. Seo and Tim Seo PREC have no prior discipline with Council.

PROPOSED FINDINGS OF MISCONDUCT

For the sole purposes of the Proposal and based on the Facts outlined herein, Mr. Seo and Tim Seo PREC propose the following findings of misconduct be made by the CORC:

File #15-537

1. Mr. Seo and Tim Seo PREC committed professional misconduct within the meaning of section 35(1)(a) of the RESA in that:
 - while acting in the purchase and sale of the Campbell River Property in 2015, they
 - a. failed to properly explain, document and disclose the nature of the relationship with each of Seller A and Mr. C contrary to sections 3-3(a) [*act in the best interests of the client*], 3-4 [*act honestly and with reasonable care and skill*] and 5-10 [*disclosure of representation in trading services*] of the Rules;
 - b. entered into a commission agreement with Seller A which was non-compliant with sections 5-1(3) [*completion and content requirements*] and (4) [*specific content requirements*] of the Rules;
 - c. prepared the First Contract in a manner which was contrary to sections 3-3(a) [*act in best interests of the client*], 3-3(h) [*use reasonable efforts to discover relevant facts*] and 3-4 [*duty to act honestly and with reasonable care and skill*] of the Rules;
 - d. at the instigation of Seller A, altered the material terms of the First Contract for the benefit of Seller A and misled Mr. C as to Seller A's reasons for the Second Contract contrary to section 35(1)(c) [*deceptive dealing*] of RESA and/or sections 3-3(a) [*act in best interests of the client*], 3-3(i) [*take reasonable steps to avoid a conflict of interest*], 3-3(j) [*promptly disclose conflict of interest to the client*] and 3-4 [*duty to act honestly and with reasonable care and skill*] of the Rules;
 - e. failed to advise Mr. C to seek independent legal advice contrary to section 3-3(d) [*advise the client to seek independent professional advice on matters outside the expertise of the licensee*] of the Rules;

- f. failed to promptly and/or properly disclose remuneration payable from the sale of the subject property to Mr. C contrary to section 5-11(2) [*disclosure of remuneration*] of the Rules; and
- g. failed to keep the managing broker informed contrary to section 3-2(2) [*keeping managing broker informed*] of the Rules.

File #16-038

- 2. Mr. Seo and Tim Seo PREC committed professional misconduct within the meaning of section 35(1)(a) of the RESA in that:

while acting in the purchase and sale of the Armstrong Property in 2015, they

- a. entered into an agency relationship with Mr. P without fully explaining the nature of the representation and documenting the relationship, contrary to section 5-10 [*disclosure of representation in trading services*] and section 3-4 [*duty to act honestly and with reasonable care and skill*] of the Rules;
- b. entered into a commission agreement with Seller B which was non-compliant with sections 5-1(3) [*completion and content requirements*] and (4) [*specific content requirements*] of the Rules;
- c. signed Mr. P's name on a document without his knowledge or consent, contrary to section 35(1)(c) [*deceptive dealing*] of RESA and/or sections 3-3(a) [*act in the best interests of the client*] and 3-4 [*duty to act honestly and with reasonable care and skill*] of the Rules;
- d. failed to promptly and/or properly disclose remuneration payable from the sale of the Armstrong Property to Mr. P, contrary to section 5-11(2) [*disclosure of remuneration*] of the Rules; and
- e. failed to keep the managing broker informed contrary to section 3-2(2) [*keeping managing broker informed*] of the Rules.

PROPOSED ORDERS

Based on the Facts herein and the Proposed Findings of Misconduct Mr. Seo and Tim Seo PREC propose that the Notice of Discipline Hearing in this matter be resolved through the following Orders being made by the CORC, pursuant to section 43 of the RESA:

- 1. Mr. Seo and Tim Seo PREC's licences be suspended for six (6) months.
- 2. Mr. Seo and Tim Seo PREC be prohibited from acting as an unlicensed assistant during their licence suspension period.

3. Mr. Seo, at his own expense, register for and successfully complete the Ethics in Business Practice course from the Real Estate Institute of Canada in the time period as directed by the Council.
4. Mr. Seo, at his own expense, register for and successfully complete the Real Estate Trading Services Remedial Education Course as provided by the Real Estate Division, Sauder School of Business at the University of British Columbia within the time period directed by the Council.
5. Mr. Seo and Tim Seo PREC be jointly and severally liable to pay enforcement expenses in the amount of \$1,500 within two (2) months from the date of this Consent Order.
6. If Mr. Seo and Tim Seo PREC fail to comply with any of the terms of this Order, a Discipline Committee may suspend or cancel Mr. Seo and Tim Seo PREC's licences without further notice to them.

ACKNOWLEDGEMENTS AND WAIVER OF APPEAL RIGHT

1. Mr. Seo and Tim Seo PREC acknowledge and understand that the Council may refer or decline to refer the Proposal to the CORC. If the Proposal is referred to the CORC, it may be accepted or rejected by the CORC. If the Proposal is rejected by the CORC, the matter may be referred to a disciplinary hearing.
2. Mr. Seo and Tim Seo PREC acknowledge that they have been urged and given the opportunity to seek and obtain independent legal advice with respect to the disciplinary process, the allegations contained in the Notice of Discipline Hearing, and the execution and submission of the Proposal to the CORC; and, that they have obtained independent legal advice or have chosen not to do so, and that they are making the Proposal with full knowledge of the contents and the consequences if the Proposal is accepted..
3. Mr. Seo and Tim Seo PREC acknowledge and are aware that the Council will publish the Proposal and the Consent Order or summaries thereof in its Report from Council newsletter, on the Council's website, on CanLII, a website for legal research and in such other places and by such other means as the Council in its sole discretion deems appropriate.
4. Mr. Seo and Tim Seo PREC acknowledge and are aware that the Superintendent of Real Estate has the right, pursuant to section 54 of the RESA, to appeal any decision of the Council, including any Consent Order made by the Council in relation to these matters.
5. Mr. Seo and Tim Seo PREC hereby waive their rights to appeal pursuant to section 54 of the RESA.
6. If the Proposal is accepted and/or relied upon by the Council, Mr. Seo and/or Tim Seo PREC will not make any public statement(s) inconsistent with the Proposal and its contents. Nothing in this section is intended to restrict Mr. Seo or Tim Seo PREC from making full answer and defence to any civil or criminal proceeding(s).

7. The Proposal and its contents are made by Mr. Seo and Tim Seo PREC for the sole purpose of resolving the Notices of Discipline Hearing in these two matters and do not constitute an admission of civil liability. Pursuant to section 41(5) of the RESA, the Proposal and its contents may not be used without the consent of Mr. Seo and Tim Seo PREC in any civil proceeding with respect to the matter.

“Tim Seo”

**Tim Seo on his own behalf and on behalf of Tim
Seo PREC**

Dated 12 day of May, 2020