

STATE OF SOUTH DAKOTA  
BOARD OF ACCOUNTANCY

IN THE MATTER OF THE )  
CPE AUDIT BY THE SOUTH DAKOTA )  
BOARD OF ACCOUNTANCY )  
AGAINST YASUNORI HIGASHINO )

NEGOTIATED  
CONSENT AGREEMENT

The above-named parties in the interest of resolving the action between them enter into this Consent Agreement upon the terms and conditions set forth below.

1. The Board has jurisdiction of this matter pursuant to SDCL 36-20B.
2. Yasunori Higashino (Higashino) is a certified public accountant (CPA) and holder of South Dakota certificate number 2088.
3. Higashino is subject to the provisions of SDCL 36-20B and ARSD 20:75.
4. Pursuant to SDCL 36-20B-27 a licensed CPA is required to complete 120 hours of continuing professional education (CPE) in each three-year renewal cycle. Pursuant to ARSD 20:75:04:07 the CPA is required to complete a minimum of 20 CPE hours in a one year renewal period.
5. Pursuant to ARSD 20:75:04:11 the CPA is subject to verification of all CPE submitted to the board. A CPA selected for a review must provide documentation to verify attendance or completion of all courses reported to the board for CPE credit.
6. Pursuant to ARSD 20:75:04:15 the CPA is required to keep documentation as acceptable evidence of completion for claimed CPE courses.
7. On October 18, 2010, Higashino was sent a letter in regards to being randomly selected for a CPE audit. Higashino was informed that the deadline for submission of the documentation to verify claimed CPE was December 1, 2010.
8. On December 3, 2010, Higashino was sent a second letter indicating documentation for claimed CPE had not been received for his CPE audit. The board requested him to submit the required documentation for claimed CPE within 15 days.
9. Higashino submitted partial documentation on December 3, 2010.
10. On December 6, 2010, Executive Director Kasin emailed Higashino and informed him that submitted CPE documentation was insufficient to verify all CPE hours claimed for the 3 year

period. Higashino was asked to submit the documentation to verify the claimed CPE by December 21, 2010.

11. On January 26, 2011, Executive Director Kasin emailed Higashino that no further documentation had been submitted to the Board. Higashino was informed that the submitted CPE documentation was insufficient to verify all CPE hours claimed for the 3 year period.

12. Higashino failed to submit verification for some of the CPE claimed during the three year period.

13. Higashino acknowledges that he failed to submit sufficient documentation to verify CPE courses reportedly taken in the period of July 1, 2007 to June 30, 2008. He provided documentation for 2 hours of CPE for the period ending June 30, 2008. He failed to provide documentation for 88 hours of CPE claimed for the period ending June 30, 2008. He failed to provide documentation to verify that he met the minimum of 20 hours of CPE each year as required in ARSD 20:75:04:07.

14. Higashino acknowledges that he failed to submit sufficient documentation to verify CPE courses reportedly taken in the period of July 1, 2008 to June 30, 2009. He provided documentation for 0 hours of CPE for the period ending June 30, 2009. He failed to provide documentation for 80 hours of CPE claimed for the period ending June 30, 2008. He failed to provide documentation to verify that he met the minimum of 20 hours of CPE each year as required in ARSD 20:75:04:07.

15. Higashino acknowledges that he has failed to maintain documentation for CPE as required in ARSD 20:75:04:15.

16. Higashino acknowledges that he failed to submit documentation to verify the 120 hours of CPE claimed for the period ending June 30, 2008.

17. Higashino acknowledges that he failed to submit documentation to verify the 120 hours of CPE claimed for the period ending June 30, 2009.

18. Higashino acknowledges that he failed the CPE audit for the three year period ending June 30, 2010, by not submitting verifying documentation for all claimed CPE.

19. Higashino acknowledges that this agreement constitutes an admission as to the factual allegations contained in paragraphs 7 through 18 and that his actions, as set forth above,

constitute violations of ARSD 20:75:04:11, which requires certificate holders subject to maintain verification of all CPE submitted to the board.

20. In exchange for the satisfactory fulfillment by Higashino of the promises contained in paragraph 21 of this agreement, the Board agrees not to take any additional disciplinary action against Higashino as a result of the findings contained in paragraphs 7 through 18.

21. In exchange for the promises of the Board contained in paragraph 20 of this agreement, Higashino agrees to the following:

- a) Higashino will have 18 CPE hours rolled back from the period ending June 30, 2010, into the period ending June 30, 2008. A CPE extension will be placed on his file for period ending June 30, 2008.
- b) Higashino will have 20 CPE hours rolled back from the period ending June 30, 2010, into the period ending June 30, 2009. A CPE extension will be placed on his file for period ending June 30, 2009.
- c) Higashino will be granted an extension to complete the 78 hours of CPE for period ending June 30, 2010. The 78 hours must be completed within 90 days of the signed agreement by the Vice Chair.
- d) Higashino will agree to submit proof of completion for all claimed CPE courses taken through the extension timeframe and for the next three renewal periods.
- e) Higashino will not be eligible for an extension to complete CPE for the next three renewal periods.
- f) Higashino will be required to file his next three renewals before or on the deadline of August 1.
- g) Higashino will be assessed an administrative fee in the amount of \$200. The administrative fee must be paid within 30 days of the signed agreement by the Vice Chair.

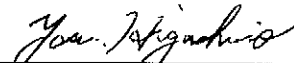
22. It is further understood and agreed that this settlement shall resolve all allegations contained within paragraphs 7 through 16 in favor of the Board and that any problems of compliance with this agreement by Higashino will only require the Board to establish noncompliance with the terms of the Consent Agreement.

23. Higashino understands that noncompliance with this Consent Agreement could result in an adversarial hearing in which the Board could revoke any certificate or permit, suspend any permit, reprimand, censure or limit the scope of his practice or place him on probation, all with or without terms, conditions or limitations, impose an administrative fee not exceeding \$1000, require the


satisfactory completion of the CPA and ethics examination, and the payment of any costs associated with this or any other proceeding involving Higashino.

24. Higashino understands that by signing this agreement he waives his right to a contested case proceeding pursuant to SDCL 1-26, wherein he has the right to be present and represented by legal counsel, call witnesses on his behalf, and that these and other due process rights will be forfeited if they are not exercised at the hearing. Higashino further understands that he has the right to use the Office of Hearing Examiners by giving notice to the Board of Accountancy and that any decision from such a hearing may be appealed to the circuit court and the South Dakota Supreme Court as provided by law. By signing this agreement, Higashino has waived his right to an adversary hearing in this matter and the Board may proceed as set forth in this agreement.


Dated this 4 day of August, 2011.

  
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Yasuhiro Higashino, CPA  
YASUHIRO

Dated this 4 day of August, 2011.

  
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Nicole Kasin  
Executive Director  
South Dakota Board of Accountancy

Dated this 21<sup>st</sup> day of September, 2011.

  
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John Linn, Jr., CPA  
Vice Chair  
South Dakota Board of Accountancy