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1 2 3 4 5 6 7	Department of Real Estate 320 W. 4th Street, Suite 350 Los Angeles, CA 90013-1105 Telephone: (213) 576-6982	FILED DEC 27 2022 DEPT. OF REAL ESTATE By
8	BEFORE THE DEPARTMENT OF REAL ESTATE	
9	STATE OF CALIFORNIA	
10	. ***	
11	In the Matter of the Accusation of	DRE No. H-42087 LA OAH No. 2022080714
12 13 14 15	SUPERIOR REAL ESTATE GROUP, INC.; <u>THOMAS DAO</u> , individually and as the former Designated Officer of Superior Real Estate Group Inc.; MELANIE HIEU PHAM,	STIPULATION AND AGREEMENT IN SETTLEMENT AND ORDER
16	Respondents.	
17	It is hereby stipulated by and between THOMAS DAO (sometimes referred to as	
18	"Respondent"), acting by and through his attorney Frank M. Buda, Esq., and the Complainant,	
19	acting by and through Judith B. Vasan, Counsel for the Department of Real Estate, as follows for	
20	the purpose of settling and disposing of the First Amended Accusation ("Accusation") filed on	
21	February 4, 2022, in this matter:	
22	1. All issues which were to be contested and all evidence which was to be	
23	presented by Complainant and Respondent at a formal hearing on the Accusation, which hearing	
24	was to be held in accordance with the provisions of the Administrative Procedure Act ("APA"),	
25	shall instead and in place thereof be submitted solely on the basis of the provisions of this	
26	Stipulation and Agreement ("Stipulation").	
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	STIPULATION AND AGREEMENT IN	SETTLEMENT AND ORDER
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2. Respondent received, read and understands the Statement to Respondent, the
 Discovery Provisions of the APA and the Accusation filed by the Department of Real Estate
 ("Department") in this proceeding.

4 3. Respondent filed a Notice of Defense pursuant to Section 11506 of the 5 Government Code for the purpose of requesting a hearing on the allegations in the Accusation. 6 Respondent hereby freely and voluntarily withdraws said Notice of Defense. Respondent acknowledges that Respondent understands that by withdrawing said Notice of Defense 7 8 Respondent thereby waives Respondent's right to require the Commissioner to prove the 9 allegations in the Accusation at a contested hearing held in accordance with the provisions of the 10 APA and that Respondent will waive other rights afforded to him in connection with the hearing 11 such as the right to present evidence in his defense, and the right to cross-examine witnesses.

4. Respondent hereby admits that the factual allegations of the Accusation filed
in this proceeding are true and correct and the Real Estate Commissioner shall not be required to
provide further evidence of such allegations.

5. This Stipulation is made for the purpose of reaching an agreed disposition of
this proceeding and is expressly limited to this proceeding and not any other proceeding or case
in which the Department, or another licensing agency of this state, another state, or the federal
government is involved, and otherwise shall not be admissible in any criminal or civil
proceeding.

6. It is understood by the parties that the Real Estate Commissioner may adopt
this Stipulation as his Decision in this matter thereby imposing the penalty and sanctions on
Respondent's real estate license and license rights as set forth in the below "Order". In the event
that the Commissioner in his discretion does not adopt the Stipulation, the Stipulation shall be
void and of no effect and Respondent shall retain the right to a hearing and proceed on the
Accusation under the provisions of the APA and shall not be bound by any stipulation or waiver
made herein.

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7. The Order or any subsequent Order of the Real Estate Commissioner made	
pursuant to this Stipulation shall not constitute an estoppel, merger or bar to any further	
administrative or civil proceedings by the Department with respect to any matters which were	
not specifically alleged to be causes for accusation in this proceeding.	
DETERMINATION OF ISSUES	
By reason of the foregoing, it is stipulated and agreed that the following	
determination of issues shall be made:	
The conduct, acts or omissions of Respondent THOMAS DAO, as set forth in the	
Accusation, are in violation of the Real Estate Law, Part 1 of Division 4 of the California	
Business and Professions Code ("Code") sections 10159.2(a) and 101077(h) and are a basis for	
discipline of Respondent's real estate license pursuant to Code sections 10177(d) and/or	
10177(g).	
ORDER	
WHEREFORE, THE FOLLOWING ORDER is hereby made:	
I.	
All licenses and license rights of Respondent THOMAS DAO under the Real	
Estate Law are suspended for a period of sixty (60) days from the effective date of this Decision	
and Order; provided, however, that:	
A. The initial thirty (30) days of said suspension shall be stayed upon the	
following terms and conditions:	
1. Respondent shall pay a monetary penalty pursuant to Code section	
10175.2 at the rate of \$50.00 per day for each of the thirty (30) days of suspension for a total	
monetary penalty of \$1,500.00.	
2. Said payment shall be in the form of a cashier's check made payable to	
the Department of Real Estate. Said check must be delivered to the Department of Real Estate,	
Flag Section, P.O. Box 137013, Sacramento, CA 95813-7013, within thirty (30) days from the	
effective date of this Decision and Order.	
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1 3. No further cause for disciplinary action against the real estate license of 2 Respondent occurs within two (2) years from the effective date of the Decision in this matter. 3 4. If Respondent fails to pay the monetary penalty in accordance with the 4 terms and conditions of the Decision and Order, the suspension shall go into effect automatically. Respondent shall not be entitled to any repayment nor credit, prorated or otherwise, for money 5 6 paid to the Department under the terms of this Decision and Order. 7 5. If Respondent pays the monetary penalty and if no further cause for 8 disciplinary action against the restricted real estate license of Respondent occurs within two (2) years from the effective date of the Decision, the entire stay hereby granted pursuant to this 9 10 Decision and Order shall become permanent. 11 B. The remaining thirty (30) days shall be stayed for two (2) years upon the 12 following terms and conditions: 13 1. That Respondent shall obey all laws, rules and regulations governing the 14 rights, duties 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 and Order. Should such a determination be made, the Commissioner may, 18 in his 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 under this section, the stay imposed herein 20 shall become permanent. 21 II. 22 Respondent shall pay Respondent's pro rata share of the Commissioner's 23 reasonable costs of the investigation and enforcement which led to this disciplinary action. The 24 total amount of said investigation (\$4,176.10) and enforcement (\$720.00) costs is \$4,896.10. 25 Respondent's pro rata share is $\frac{1,632.03}{(4,896.10 \div 3 \text{ respondents})}$. Said payment shall be in 26 the form of a cashier's check made payable to the Department of Real Estate. The payment for 27 the investigative and enforcement costs must be delivered to the Department of Real Estate, Flag STIPULATION AND AGREEMENT IN SETTLEMENT AND ORDER

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1	Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective date of this		
2	Decision and Order. If Respondent fails to pay the costs of the investigation and enforcement in		
3	accordance with the terms and conditions of the Decision and Order, all licenses and license		
4	rights of Respondent shall be automatically suspended unless or until Respondent pays the costs		
5	of the investigation and enforcement.		
6	III.		
7	Respondent shall, pay \$2,700.00 as reimbursement of the remaining commission		
8	to A.B. and R.B., sellers of the residential property located at 1681 W. Cutter Road, Anaheim,		
9	California. Such payment shall be made by Respondent in the form of a cashier's check and		
10	delivered to A.B. and R.B. within thirty (30) days of the effective date of this Decision and		
11	Order. Respondent shall send proof satisfactory to the Commissioner that reimbursement has		
12	been made. Proof of reimbursement must be delivered to the Department of Real Estate, Flag		
13	Section at P.O. Box 137013, Sacramento, CA 95813-7013. If Respondent fails to satisfy this		
14	condition in a timely manner as provided for herein, Respondent's real estate license shall		
15	automatically be suspended until Respondent presents evidence satisfactory to the Commissioner		
16	of having made the payment in full.		
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18			
19	DATED: <u>11/18/2022</u> Judith B. Vasan, Counsel for		
20	Department of Real Estate		
21	EXECUTION OF THE STIPULATION		
22	I have read the Stipulation and its terms are understood by me and are agreeable		
23	and acceptable to me. I understand that I am waiving rights given to me by the California		
24	Administrative Procedure Act (including but not limited to Sections 11506, 11508, 11509 and		
25	11513 of the Government Code), and I willingly, intelligently and voluntarily waive those rights,		
26	including the right of requiring the Commissioner to prove the allegations in the Accusation at a		
27	hearing at which I would have the right to cross-examine witnesses against me and to present		
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evidence in defense and mitigation of the charges.

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Respondent shall mail the original signed signature page of the stipulation herein to Judith B. Vasan, Attention: Legal Section, Department of Real Estate, 320 W. Fourth St., Suite 350, Los Angeles, California 90013-1105.

In the event of time constraints before an administrative hearing, Respondent can signify acceptance and approval of the terms and conditions of this Stipulation and Agreement by emailing a scanned copy of the signature page, as actually signed by Respondent, to the Department counsel assigned to this case. Respondent agrees, acknowledges, and understands that by electronically sending the Department a scan of Respondent's actual signature as it appears on the Stipulation and Agreement that receipt of the scan by the Department shall be binding on Respondent as if the Department had received the original signed Stipulation and Agreement.

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

18 19 20

Respondent

Frank M. Buda, Esq. Counsel for Respondent Approved as to Form

The foregoing Stipulation and Agreement is hereby adopted as my Decision as to

STIPULATION AND AGREEMENT IN SETTLEMENT AND ORDER

Respondent THOMAS DAO and shall become effective at 12 o'clock noon on JAN 3 1 2023 IT IS SO ORDERED 12 - 20,22 DOUGLAS R. McCAULEY REAL ESTATE COMMISSIONER ۰. Doug P. Mino STIPULATION AND AGREEMENT IN SETTLEMENT AND ORDER -7-