

1 Department of Real Estate  
2 320 W. 4th Street, Suite 350  
3 Los Angeles, CA 90013-1105  
4 Telephone: (213) 576-6982

**FILED**  
DEC 27 2022  
DEPT. OF REAL ESTATE  
By [Signature]

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  
12 ) OAH No. 2022080714  
13 )  
14 ) SUPERIOR REAL ESTATE GROUP, INC.;; )  
15 ) **THOMAS DAO**, individually and as the ) STIPULATION AND AGREEMENT  
16 ) former Designated Officer of Superior Real ) IN SETTLEMENT AND ORDER  
17 ) Estate Group Inc.;; )  
18 ) MELANIE HIEU PHAM, )  
19 ) 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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1                   2. Respondent received, read and understands the Statement to Respondent, the  
2 Discovery Provisions of the APA and the Accusation filed by the Department of Real Estate  
3 (“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  
7 acknowledges that Respondent understands that by withdrawing said Notice of Defense  
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.

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

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

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

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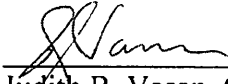


1 Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective date of this  
2 Decision and Order. If Respondent fails to pay the costs of the investigation and enforcement in  
3 accordance with the terms and conditions of the Decision and Order, all licenses and license  
4 rights 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.

17  
18  
19 DATED: 11/18/2022

  
\_\_\_\_\_  
Judith B. Vasan, Counsel for  
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

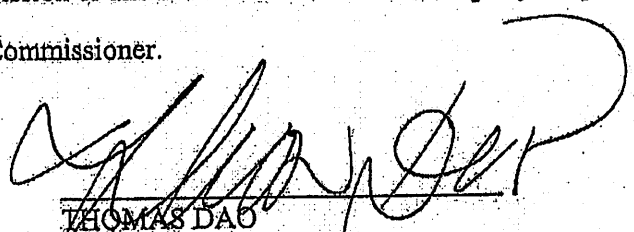
1 evidence in defense and mitigation of the charges.

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


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

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

18  
19 DATED: 11/18/22

  
20 THOMAS DAO  
Respondent

21  
22 DATED: 11/18/22

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

26  
27 The foregoing Stipulation and Agreement is hereby adopted as my Decision as to

STIPULATION AND AGREEMENT IN SETTLEMENT AND ORDER

1 Respondent THOMAS DAO and shall become effective at 12 o'clock noon on

2 JAN 31 2023

3 IT IS SO ORDERED 12-20-22

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DOUGLAS R. McCAULEY  
REAL ESTATE COMMISSIONER

*Douglas R. McCauley*