

1 Department of Real Estate
2 P.O. Box 137007
3 Sacramento, CA 95813-7007

4 Telephone: (916) 576-8700

FILED

APR 06 2023

DEPARTMENT OF REAL ESTATE
By J. Taggart

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7
8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of)

12 TINA THUY NGUYEN,)

13 Respondent.)

No. H-7142 SAC

STIPULATION AND
AGREEMENT

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15 It is hereby stipulated by and between TINA THUY NGUYEN (NGUYEN)
16 (sometimes referred to as Respondent), and the Complainant, acting by and through Richard
17 Uno, Counsel for the Department of Real Estate (Department), as follows for the purpose of
18 settling and disposing the Accusation filed on June 2, 2022, in this matter:

19 1. All issues which were to be contested and all evidence which was to be
20 presented by Complainant and Respondent at a formal hearing on the Accusation, which hearing
21 was to be held in accordance with the provisions of the Administrative Procedure Act (APA),
22 shall instead and in place thereof be submitted solely on the basis of the provisions of this
23 Stipulation and Agreement.

24 2. Respondent has received, read, and understand the Statement to
25 Respondent, and the Discovery Provisions of the APA filed by the Department in this
26 proceeding.

1 3. Respondent filed a Notice of Defense pursuant to Section 11505 of the
2 Government Code for the purpose of requesting a hearing on the allegations in the Accusation.
3 Respondent hereby freely and voluntarily withdraws said Notice of Defense. Respondent
4 acknowledges that Respondent understands that by withdrawing said Notice of Defense
5 Respondent will thereby waive Respondent's rights to require the Real Estate Commissioner
6 (Commissioner) to prove the allegations in the Accusation at a contested hearing held in
7 accordance with the provisions of the APA, and that Respondent will waive other rights afforded
8 to Respondent in connection with the hearing such as the right to present evidence in defense of
9 the allegations in the Accusation and the right to cross-examine witnesses.

10 4. This Stipulation and Agreement is based on the factual allegations
11 contained in the Accusation. In the interest of expediency and economy, Respondent choose not
12 to contest these factual allegations, but to remain silent and understand that, as a result thereof,
13 these factual statements will serve as a prima facie basis for the "Determination of Issues" and
14 "Order" set forth below. The Commissioner shall not be required to provide further evidence to
15 prove such allegations.

16 5. This Stipulation and Agreement and Respondent's decision not to contest
17 the Accusation are made for the purpose of reaching an agreed disposition of this proceeding and
18 are expressly limited to this proceeding and any other proceeding or case in which the
19 Department is involved.

20 6. Respondent understands that by agreeing to this Stipulation and
21 Agreement, Respondents agrees to pay, pursuant to Section 10148 of the California Business
22 and Professions Code (Code), the cost of the audit, which resulted in the determination that
23 Respondent committed the trust fund handling violation(s) found in the Determination of Issues.
24 The amount of said costs is \$16,506.00.

25 7. Respondent further understands that by agreeing to this Stipulation and
26 Agreement, the findings set forth below in the Determination of Issues become final, and that
27 the Commissioner may charge said Respondent for the costs of any audit conducted pursuant to

1 Section 10148 of the Code to determine if the violations have been corrected. The maximum
2 costs of said audit shall not exceed \$20,632.50.

3 8. It is understood by the parties that the Commissioner may adopt the
4 Stipulation and Agreement as his Decision and Order in this matter thereby imposing the penalty
5 and sanctions on the real estate licenses and license rights of Respondent as set forth in the below
6 "Order". In the event that the Commissioner in his discretion does not adopt the Stipulation and
7 Agreement, it shall be void and of no effect, and Respondent shall retain the right to a hearing
8 and proceeding on the Accusation under all the provisions of the APA and shall not be bound by
9 any admission or waiver made herein.

10 9. The Order or any subsequent Order of the Commissioner made pursuant to
11 this Stipulation and Agreement shall not constitute an estoppel, merger or bar to any further
12 administrative or civil proceedings by the Department with respect to any matters which were not
13 specifically alleged in Accusation H-7142 SAC.

14 10. Respondent understands that by agreeing to this Stipulation, Respondent
15 agrees to pay, pursuant to Section 10106 of the Business and Professions Code (Code), the cost
16 of the investigation which resulted in the determination that Respondent committed the
17 violations found in the Determination of Issues. The amount of said costs is \$2,139.60.

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19 * * *

20 DETERMINATION OF ISSUES

21 By reason of the foregoing stipulations and waivers and solely for the purpose of
22 settlement of the pending Accusation without a hearing, it is stipulated and agreed that the
23 following determination of issues shall be made:

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25 The acts and omissions of Respondent as described in the Accusation are
26 grounds for the suspension or revocation of Respondents' licenses and license rights under the
27 sections 10145, 10177(d) and 10177(g) of the Code.

1 ORDER

2 All licenses and licensing rights of NGUYEN under the Real Estate Law are
3 suspended for a period of sixty (60) days from the effective date of this Order; provided,
4 however, that:

5 1) Thirty (30) days of said suspension shall be stayed, upon the condition that
6 NGUYEN petition pursuant to Section 10175.2 of the Code and pays a monetary penalty
7 pursuant to Section 10175.2 of the Code at a rate of \$100 for each day of the suspension for a
8 total monetary penalty of \$3,000.

9 a) Said payment shall be in the form of a cashier's check made payable to the
10 Department of Real Estate. Said check must be delivered to the Department of Real Estate, Flag
11 Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective date of this
12 Order.

13 b) No further cause for disciplinary action against the Real Estate licenses of
14 NGUYEN occurs within two (2) years from the effective date of the decision in this matter.

15 c) If NGUYEN fails to pay the monetary penalty as provided above prior to the
16 effective date of this Order, the stay of the suspension shall be vacated as to that NGUYEN and
17 the order of suspension shall be immediately executed, under this Order, in which event the said
18 NGUYEN shall not be entitled to any repayment nor credit, prorated or otherwise, for the money
19 paid to the Department under the terms of this Order.

20 d) If NGUYEN pays the monetary penalty and any other moneys due under this
21 Stipulation and Agreement and if no further cause for disciplinary action against the real estate
22 license of said NGUYEN occurs within two (2) years from the effective date of this Order, the
23 entire stay hereby granted this Order, as to said NGUYEN only, shall become permanent.

24 2) Thirty (30) days of said suspension shall be stayed for two (2) years upon the
25 following terms and conditions:

26 a) NGUYEN shall obey all laws, rules and regulations governing the rights, duties
27 and responsibilities of a real estate licensee in the State of California; and,

1 b) That no final subsequent determination be made, after hearing or upon stipulation,
2 that cause for disciplinary action occurred within two (2) years from the effective date of this
3 Order. Should such a determination be made, the Commissioner may, in his discretion, vacate
4 and set aside the stay order and reimpose all or a portion of the stayed suspension. Should no
5 such determination be made, the stay imposed herein shall become permanent.

6 3) Pursuant to Section 10148 of the Code, Respondent shall pay the sum
7 of \$16,506.00 for the Commissioner's cost of the audit which led to this disciplinary action.
8 Respondents shall pay such cost within sixty (60) days of receiving an invoice therefore from the
9 Commissioner. Payment of audit costs should not be made until Respondents receive the
10 invoice. If Respondents fail to satisfy this condition in a timely manner as provided for herein,
11 Respondents' real estate license shall automatically be suspended until payment is made in full,
12 or until a decision providing otherwise is adopted following a hearing held pursuant to this
13 condition.

14 4) Pursuant to Section 10148 of the Code, Respondents shall pay the Commissioner's reasonable
15 cost, not to exceed \$20,632.50, for an audit to determine if Respondents have corrected the
16 violation(s) found in the Determination of Issues. In calculating the amount of the
17 Commissioner's reasonable cost, the Commissioner may use the estimated average hourly salary
18 for all persons performing audits of real estate brokers, and shall include an allocation for travel
19 time to and from the auditor's place of work. Respondents shall pay such cost within sixty (60)
20 days of receiving an invoice therefore from the Commissioner. Payment of the audit costs should
21 not be made until Respondents receive the invoice. If Respondents fail to satisfy this condition
22 in a timely manner as provided for herein, Respondents' real estate license shall automatically be
23 suspended until payment is made in full, or until a decision providing otherwise is adopted
24 following a hearing held pursuant to this condition.

25 5) All licenses and licensing rights of NGUYEN are indefinitely suspended unless
26 or until NGUYEN pays the sum of \$2,139.60 for the Commissioner's reasonable cost of the
27 investigation which led to this disciplinary action. Said payment shall be in the form of a

1 cashier's check made payable to the Department of Real Estate. The investigative and
2 enforcement costs must be delivered to the Bureau of Real Estate, Flag Section at P.O. Box
3 137013, Sacramento, CA 95813-7013, prior to the effective date of this Decision and Order.

4
5 12/29/22
6 DATED

Richard N. Uno
RICHARD UNO
Counsel for Complainant

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8 * * *

9 I have read the Stipulation and Agreement, and its terms are understood by me
10 and are agreeable and acceptable to me. I understand that I am waiving rights given to me by the
11 California Administrative Procedure Act, and I willingly, intelligently and voluntarily waive
12 those rights, including the right of requiring the Commissioner to prove the allegations in the
13 Accusation at a hearing at which I would have the right to cross-examine witnesses against me
14 and to present evidence in defense and mitigation of the charges.

15 Respondent further agrees to send the original signed Stipulation by mail to the
16 following address no later than one (1) week from the date the Stipulation is signed by
17 Respondent and Respondent's attorney: *Department of Real Estate, Legal Section, P.O. Box*
18 *137007, Sacramento, California 95813-7007*. Respondent understands and agrees that if she fails
19 to return the original signed Stipulation by the due date, Complainant retains the right to set this
20 matter for hearing.

21
22 12/27/2022
23 DATED

Tina Thuy Nguyen
TINA THUY NGUYEN
Respondent

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The foregoing Stipulation and Agreement is hereby adopted as my Decision and Order and shall become effective at 12 o'clock noon on APR 26 2023.

IT IS SO ORDERED 4.4.23.

DOUGLAS R. McCAULEY
REAL ESTATE COMMISSIONER

