

1 LISSETE GARCIA, Counsel (SBN 211552)
2 Department of Real Estate
3 320 West 4th Street, Suite 350
4 Los Angeles, California 90013-1105
5 Telephone: (213) 576-6982
6 Direct: (213) 576-6914
7 Fax: (213) 576-6917
8 Attorney for Complainant

FILED

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DEPT. OF REAL ESTATE
By 

9 BEFORE THE DEPARTMENT OF REAL ESTATE
10 STATE OF CALIFORNIA

11 * * *

12 In the Matter of the Accusation against:

13 QUOCANH NHUT NGUYEN,

14 Respondent.

DRE No. H-41907 LA

ACCUSATION

15 The Complainant, Luke Martin, a Supervising Special Investigator for the Department
16 of Real Estate ("Department") of the State of California, for cause of Accusation against
17 QUOCANH NHUT NGUYEN, aka Quocanh N. Nguyen, Quoc Anh Nhut Nguyen and Colin
18 Nguyen ("Respondent"), alleges as follows:

19 1. The Complainant, Luke Martin, acting in his official capacity as a Supervising
20 Special Investigator, makes this Accusation against Respondent.

21 2. Unless otherwise noted, all references to the "Code" are to the California
22 Business and Professions Code, all references to the "Real Estate Law" are to Part 1 of Division
23 4 of the Code, and all references to "Regulations" are to the Regulations of the Real Estate
24 Commissioner, Title 10, Chapter 6, California Code of Regulations.
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1 Statement of Facts

2 3. Respondent is presently licensed and/or has license rights under the Real Estate
3 Law (Part 1 of Division 4 of the Code).

4 4. On or about April 12, 2010, the Department issued a real estate broker license to
5 Respondent, License ID 01866233.

6 5. Respondent has a Mortgage Loan Originator ("MLO") license endorsement,
7 National Mortgage Licensing System and Registry ("NMLS") No. 335947.

8 6. Respondent is the designated officer for real estate corporation Mission Equity
9 Management, License ID 01845740.

10 7. In or around March of 2018, Respondent acted as a broker associate for real
11 estate corporation Hiep Phu Tho, Inc. ("HPTI"), License ID 01525531.

12 8. Mindy Han Luong ("Mindy Luong") is the designated officer for HPTI.

13 9. Consumer L.N.¹ submitted a complaint to the Department concerning the
14 purchase of real property located at 5761 Carlin Ave., Westminster, California ("Carlin
15 property").

16 10. In or around March of 2018, L.N. became interested in purchasing the Carlin
17 property.

18 11. L.N. met with Respondent at the one of HPTI's offices. Respondent offered to
19 assist L.N. with negotiating the purchase of the Carlin property and obtaining a mortgage loan
20 for L.N.'s purchase of the Carlin property.

21 12. Respondent offered to pay L.N. monetary incentives of up to \$11,000 if L.N.
22 agreed to hire Respondent as L.N.'s broker. The Respondent promised to pay the monetary
23 incentives upon close of escrow. L.N. agreed to Respondent's offer.

24 13. The seller accepted L.N.'s offer to purchase the Carlin property.
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27 ¹ Initials are used in place of individuals' full names to protect their privacy. Documents containing individuals' full names will be provided during the discovery phase of this case to Respondent(s) and/or their attorneys, after service of a timely and proper request for discovery on Complainant's counsel.

1 14. L.N. obtained a loan from Paramount Residential Mortgage Group, Inc.
2 (“PRMG”). PMRG was not aware that Respondent, the loan originator, had promised to pay
3 monetary incentives or kickbacks outside of escrow to L.N., the borrower.

4 15. Escrow was scheduled to close on April 13, 2018. At the close of escrow, L.N.
5 discovered that the terms of the loan were not the same as what Respondent had explained to
6 L.N. L.N. refused to sign the escrow documents. In order to induce L.N. to sign the escrow
7 documents, Respondent again promised to pay L.N. funds after the close of escrow.

8 16. Respondent prepared and signed a promissory note bearing HPTI’s letterhead,
9 which stated that Respondent as broker-associate for HPTI promised to reimburse L.N.
10 \$3,689.44 for the closing costs by April 17, 2018. Further, Respondent would pay an additional
11 \$1,650 for repainting the Carlin property after escrow closed. L.N. signed the escrow
12 documents in reliance upon Respondent’s promises. Escrow closed on or about April 13, 2018.

13 17. Respondent failed to pay the full amounts promised to L.N. despite repeated
14 requests from L.N.

15 18. L.N. complained to HPTI’s designated officer Mindy Luong about Respondent’s
16 acts. Mindy Luong attempted to resolve the matter between L.N. and Respondent. On June 1,
17 2018, L.N. received a second promissory note wherein Respondent promised to pay a balance
18 of \$8,000 owed to L.N. The funds would be paid from future commissions expected to be
19 earned by Respondent on pending loan transactions.

20 19. On June 12, 2018, Respondent provided a third promissory note to L.N. for the
21 \$8,000 still owed to L.N. The promissory note detailed how the funds were to be delivered to
22 L.N. The funds were still to be paid from Respondent’s future commissions.

23 20. Respondent asked L.N. for extensions to pay the promised incentives and failed
24 to appear at a scheduled meeting with L.N. Respondent ultimately failed and refused to pay the
25 funds which Respondent had promised to pay L.N. as an incentive.

26 21. L.N. filed a small claims suit against Respondent and obtained a judgment
27 against Respondent for \$8,115.00 on August 6, 2018.

1 Cause of Accusation

2 22. Respondent's conduct, acts, or omissions involved making substantial
3 misrepresentations and false promises of a character likely to influence, persuade, or induce,
4 which constitute cause for the suspension or revocation of Respondent's real estate licenses,
5 mortgage loan originator endorsements, and license rights under the provisions of Code section
6 10176, subdivisions (a), (b), and (i); Code section 10177, subdivisions (d) and/or (g); Code
7 section 10166.051, subdivisions (a) and (b); and Code section 10166.05, subdivision (c).

8 Investigation/Enforcement Costs

9 23. Code section 10106 provides, in pertinent part, that in any order issued in
10 resolution of a disciplinary proceeding before the Department of Real Estate, the Commissioner
11 may request the administrative law judge to direct a licensee found to have committed a
12 violation of this part to pay a sum not to exceed the reasonable costs of the investigation and
13 enforcement of the case.

14 WHEREFORE, Complainant prays that a hearing be conducted on the allegations of this
15 Accusation and that upon proof thereof, a decision be rendered imposing disciplinary action
16 against all licenses and/or license rights of Respondent under the Real Estate Law (Part 1 of
17 Division 4 of the Business and Professions Code), for the costs of the audit, investigation, and
18 enforcement as permitted by law, and for such other and further relief as may be proper under
19 other provisions of law.

20 Dated at Sacramento, California this 25th day of FEBRUARY, 2021.

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23 LUKE MARTIN
24 Supervising Special Investigator

25
26 cc: Quocanh Nhut Nguyen
27 Luke Martin
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