

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

FILED

FEB 10 2023

DEPT. OF REAL ESTATE

By

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8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation Against)

DRE No. H-42438 LA

12)
13 MICHAEL TRUNG TU,)

STIPULATION AND AGREEMENT
IN SETTLEMENT AND ORDER

14 Respondent.)
15)

16 It is hereby stipulated by and between MICHAEL TRUNG TU (sometimes referred to as
17 "Respondent") and the Complainant, acting by and through Judith B. Vasan, Counsel for the
18 Department of Real Estate, as follows for the purpose of settling and disposing of the Accusation
19 ("Accusation") filed on November 29, 2022, in this matter:

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

25 2. Respondent received, read and understands the Statement to Respondent, the
26 Discovery Provisions of the APA and the Accusation filed by the Department of Real Estate
27 ("Department") in this proceeding.

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

9 4. This Stipulation is based on the factual allegations contained in the Accusation filed in
10 this proceeding. In the interest of expedience and economy, Respondent chooses not to contest
11 these factual allegations, but to remain silent and understands that, as a result thereof, these
12 factual statements, will serve as a prima facie basis for the disciplinary action stipulated to
13 herein. The Real Estate Commissioner shall not be required to provide further evidence to prove
14 such allegations.

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

22 6. The Order or any subsequent Order of the Real Estate Commissioner made pursuant to
23 this Stipulation shall not constitute an estoppel, merger or bar to any further administrative or
24 civil proceedings by the Department with respect to any matters which were not specifically
25 alleged to be causes for accusation in this proceeding.

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1 issuance of another MLO license endorsement.

2 **II. MORTGAGE LOAN ORIGATION EDUCATION**

3 1. Respondent shall, within ninety (90) days from the Effective Date of this Decision and
4 Order, take and complete the following mortgage loan originator education requirements:

- 5 a) Twenty (20) hours of NMLS approved pre-licensure education ("PE"), which
6 shall consist of fourteen (14) hours of federal law curriculum, three (3) hours of
7 ethics curriculum, and three (3) hours of non-traditional mortgage lending
8 curriculum. None of these twenty (20) hours of PE may be state-specific
9 curriculum;
- 10 b) Eight (8) hours of continuing education ("CE"), which shall consist of four (4)
11 hours of federal law curriculum, two (2) hours of ethics curriculum, and two (2)
12 hours of non-traditional mortgage lending curriculum. None of these eight (8)
13 hours of CE may be state-specific curriculum.

14 2. Respondent may not take any of the PE provided for in Paragraph 1(a) of this Section
15 in an online self-study format ("OSS"). Respondent may take the CE provided for in Paragraph
16 1(b) in any format.

17 3. For a period of three (3) years from the Effective Date of this Order, Respondent shall
18 be required to complete any additional PE and/or CE required under the SAFE Act in a format
19 other than OSS. If Respondent fails to comply with this condition, the renewal application or
20 new application of Respondent will be deemed incomplete by the Department.

21 4. If Respondent fails to timely satisfy the education provided for in Paragraph 1 of this
22 section, Respondent's MLO license endorsement shall remain suspended until Respondent
23 presents evidence satisfactory to the Commissioner of having taken and successfully completed
24 the education requirements.

25 5. Respondent agrees that the CE provided for in Paragraph 1 of this section is in addition
26 to any NMLS education required for licensure under the SAFE Act. The CE provided for in
27

1 Paragraph 1 will not count toward satisfying 2023 and 2024 standard SAFE Act CE
2 requirements.

3 6. Respondent further agrees that the Department may exercise its examination or
4 investigative authority pursuant to the normal process for such authorized under the Real Estate
5 Law and Commissioner's Regulations in the instance a determination is made wherein
6 Respondent is found to be in violation of the education requirements under this section.

7 III. ADMINISTRATIVE PENALTY

8 All licenses and licensing rights of Respondent are indefinitely suspended unless or until
9 Respondent pays an administrative penalty of \$1,500.00. Said payment shall be in the form of a
10 cashier's check made payable to the Department of Real Estate. The payment must be delivered
11 to the Department of Real Estate, Flag Section, at P.O. Box 137013, Sacramento, CA 95813-
12 7013, prior to the Effective Date of this Decision and Order.

13 IV. STAYED SUSPENSION OF REAL ESTATE LICENSE

14 All licenses and licensing rights of Respondent under the Real Estate Law, with the
15 exception of the MLO license endorsement (NMLS ID 332571) referenced in Section I above,
16 are suspended for a period of ninety (90) days from the Effective Date of this Decision;
17 provided, however, that all ninety (90) days of said suspension shall be stayed for one (1) year
18 upon the following terms and conditions:

19 1. Respondent shall obey all laws, rules and regulations governing the rights, duties and
20 responsibilities of a real estate licensee in the State of California; and

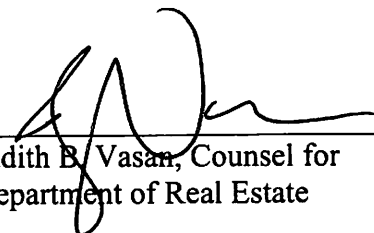
21 2. That no final subsequent determination be made, after hearing or upon stipulation, that
22 cause for disciplinary action occurred within one (1) year from the effective date of this Decision
23 and Order. Should such a determination be made, the Commissioner may, in his discretion,
24 vacate and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

26 V. INVESTIGATION AND ENFORCEMENT COSTS

27 All licenses and licensing rights of Respondent are indefinitely suspended unless or until

Respondent pays the sum of \$709.90 for the Commissioner's reasonable costs of the investigation (\$508.30) and enforcement (\$201.60), which led to this disciplinary action. Said payment shall be in the form of a cashier's check made payable to the Department of Real Estate. The payment of the investigative and enforcement costs must be delivered to the Department of Real Estate, Flag Section, at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the Effective Date of this Decision and Order.

DATED: 1-27-2023


Judith B. Vasan, Counsel for
Department of Real Estate

EXECUTION OF THE STIPULATION

I have read the Stipulation and its terms are understood by me and are agreeable and acceptable to me. I understand that I am waiving rights given to me by the California Administrative Procedure Act (including but not limited to Sections 11506, 11508, 11509 and 11513 of the Government Code), and I willingly, intelligently and voluntarily waive those rights, including the right of requiring the Commissioner to prove the allegations in the Accusation at a hearing at which I would have the right to cross-examine witnesses against me and to present evidence in defense and mitigation of the charges.

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

1 binding on Respondent as if the Department had received the original signed Stipulation and
2 Agreement.

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

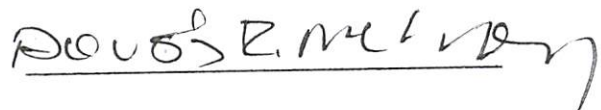
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9 DATED: 1/18/2023


MICHAEL TRUNG TU
Respondent

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12 The foregoing Stipulation and Agreement is hereby adopted as my Decision as to
13 Respondent MICHAEL TRUNG TU and shall become effective at 12 o'clock noon on
14 MAR 14 2023.

15 IT IS SO ORDERED 2-8-23.

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17 DOUGLAS R. McCAULEY
18 REAL ESTATE COMMISSIONER

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