

1 Bureau of Real Estate
2 320 West Fourth Street, #350
3 Los Angeles, California 90013
4 (213) 576-6982

FILED
JUN 15 2016
BUREAU OF REAL ESTATE
By *[Signature]*

8 BEFORE THE BUREAU OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of) No. H-39527 LA
12)
13 GLORIA RASIDAKIS,)
14 Respondent.)
15) STIPULATION AND AGREEMENT

16 It is hereby stipulated by and between GLORIA RASIDAKIS (hereinafter
17 "Respondent") and her attorney, Daniel B. Spitzer, and the Complainant, acting by and through
18 Julie L. To, counsel for the Bureau of Real Estate, as follows for the purpose of settling and
19 disposing of the Accusation filed on July 9, 2014 in Case No. H-39527 LA, in this matter:

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

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1 2. Respondent has received, read and understands the Statement to Respondent,
2 the Discovery Provisions of the APA and the Accusation filed by the Bureau of Real Estate in
3 this proceeding.

4 3. On August 8, 2014, Respondent filed a Notice of Defense pursuant to Section
5 11506 of the Government Code for the purpose of requesting a hearing on the allegations in the
6 Accusation. Respondent hereby withdraws said Notice of Defense. Respondent acknowledges
7 that she understands that by withdrawing said Notice of Defense she will thereby waive her right
8 to require the Commissioner to prove the allegations in the Accusation at a contested hearing
9 held in accordance with the provisions of the APA and that she will waive other rights afforded
10 to her in connection with the hearing such as the right to present evidence in defense of the
11 allegations in the Accusation and the right to cross-examine witnesses.

12 4. This Stipulation is based on the factual allegations contained in the Accusation.
13 In the interest of expedience and economy, Respondent chooses not to contest these allegations,
14 but to remain silent, and without admitting any fault, violation or other liability, understands that
15 as a result thereof, these factual allegations will serve as a prima facie basis for the disciplinary
16 action stipulated to herein. The Real Estate Commissioner shall not be required to provide
17 further evidence to prove said factual allegations.

18 5. Respondent understands that by agreeing to this Stipulation and Agreement,
19 Respondent agrees to pay, pursuant to Section 10106 of the California Business and Professions
20 Code (Code), the cost of the investigation and enforcement which resulted in the determination
21 that Respondent committed the violations found in the Determination of Issues. The amount of
22 said costs is \$459.90.

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

5 7. The Order or any subsequent Order of the Real Estate Commissioner made
6 pursuant to this Stipulation and Agreement shall not constitute an estoppel, merger or bar to any
7 further administrative or civil proceedings by the Bureau of Real Estate with respect to any
8 matters which were not specifically alleged to be causes for accusation in this proceeding.

9 DETERMINATION OF ISSUES

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

13 The conduct of Respondent, as set forth in the Accusation (specifically the prior
14 revocation of Respondent's Notary Public Commission (Commission No. 1904325) by the
15 California Secretary of State in Case No. 2012-0608-AD on May 7, 2013) constitutes grounds
16 for the suspension or revocation of Respondent's real estate salesperson license under the
17 provisions of Section 10177(f) of the Business and Professions Code.

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ORDER

WHEREFORE, THE FOLLOWING ORDER is hereby made:

All licenses and licensing rights of Respondent GLORIA RASIDAKIS under the Real Estate Law are revoked; provided, however, a restricted real estate salesperson license shall be issued to Respondent pursuant to Section 10156.5 of the Business and Professions Code if Respondent makes application therefor and pays to the Bureau of Real Estate the appropriate fee for the restricted license within 90 days from the effective date of this Decision. The restricted license issued to Respondent shall be subject to all of the provisions of Section 10156.7 of the Business and Professions Code and to the following limitations, conditions and restrictions imposed under authority of that Code:

1. The restricted license issued to Respondent may be suspended prior to hearing by Order of the Real Estate Commissioner in the event of Respondent's conviction or plea of nolo contendere to a crime which is substantially related to Respondent's fitness or capacity as a real estate licensee.

2. The restricted license issued to Respondent may be suspended prior to hearing by Order of the Real Estate Commissioner on evidence satisfactory to the Commissioner that Respondent has violated provisions of the California Real Estate Law, the Subdivided Lands Law, Regulations of the Real Estate Commissioner, or conditions attaching to this restricted license.

3. Respondent shall not be eligible to apply for the issuance of an unrestricted real estate license nor for the removal of any of the conditions, limitations or restrictions of a restricted license until two (2) years have elapsed from the effective date of this Decision.

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1 4. Respondent shall submit with any application for license under an employing
2 broker, or any application for transfer to a new employing broker, a statement signed by the
3 prospective employing broker on a form approved by the Bureau of Real Estate which shall
4 certify:

5 (a) That the employing broker has read the Decision of the Commissioner which
6 granted the right to a restricted license; and

7 (b) That the employing broker will exercise close supervision over the
8 performance by the restricted licensee relating to activities for which a real estate license
9 is required.

10 5. Respondent shall, within nine months from the effective date of this Decision,
11 present evidence satisfactory to the Real Estate Commissioner that Respondent has, since the
12 most recent issuance of an original or renewal real estate license, taken and successfully
13 completed the continuing education requirements of Article 2.5 of Chapter 3 of the Real Estate
14 Law for renewal of a real estate license. If Respondent fails to satisfy this condition, the
15 Respondent's real estate license shall automatically be suspended until Respondent presents
16 evidence satisfactory to the Commissioner of having taken and successfully completed the
17 continuing education requirements. Proof of completion of the continuing education courses
18 must be delivered to the Bureau of Real Estate, Flag Section at P.O. Box 137013, Sacramento,
19 CA 95813-7013.

20 6. Respondent shall, prior to the issuance of the restricted license and as a
21 condition of the issuance of said restricted license, pay the sum of \$459.90 for the
22 Commissioner's reasonable cost of the investigation and enforcement which led to this
23 disciplinary action. Said payment shall be in the form of a cashier's check made payable to the
24 Bureau of Real Estate. The investigative and enforcement costs must be delivered to the Bureau

1 of Real Estate, Flag Section, P.O. Box 137013, Sacramento, CA 95813-7013, prior to the
2 effective date of this Order.

3 (a) If Respondent GLORIA RASIDAKIS fails to satisfy this condition, the
4 Commissioner shall order the suspension of the restricted license until the Respondent presents
5 evidence of payment. The Commissioner shall afford Respondent the opportunity for a hearing
6 pursuant to the Administrative Procedure Act to present such evidence that payment was timely
7 made. The suspension shall remain in effect until payment is made in full or until a decision
8 providing otherwise is adopted following a hearing held pursuant to this condition.

9 DATED: 5-12-16



10 Julie L. To, Counsel for Complainant

11 * * *

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

20 Respondent can signify acceptance and approval of the terms and conditions of
21 this Stipulation and Agreement by faxing a copy of the signature page, as actually signed by
22 Respondent, to the Bureau at fax number (213) 576-6917. Respondent agrees, acknowledges
23 and understands that by electronically sending to the Bureau a fax copy of his actual signature as
24 it appears on the Stipulation and Agreement, that receipt of the faxed copy by the Bureau shall

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

3 DATED: 5-4-2016

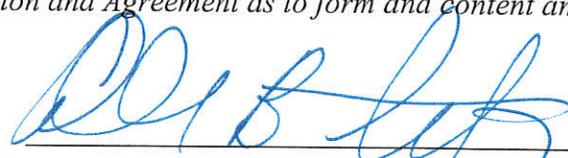


4 GLORIA RASIDAKIS, Respondent

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6 *I have reviewed the Stipulation and Agreement as to form and content and have*
7 *advised my client accordingly.*

8 DATED: 4 MAY 2016



9 Daniel B. Spitzer, Attorney for Respondent

10 * * *

11 The foregoing Stipulation and Agreement is hereby adopted as my Decision in
12 this matter and shall become effective at 12 o'clock noon on _____.

13 IT IS SO ORDERED _____.

14 REAL ESTATE COMMISSIONER

17 _____
Wayne S. Bell

27

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

3 DATED: _____

4 GLORIA RASIDAKIS, Respondent

5 * * *

6 *I have reviewed the Stipulation and Agreement as to form and content and have*
7 *advised my client accordingly.*

8 DATED: _____

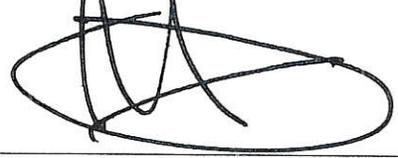
9 Daniel B. Spitzer, Attorney for Respondent

10 * * *

11 The foregoing Stipulation and Agreement is hereby adopted as my Decision in
12 this matter and shall become effective at 12 o'clock noon on JUL 05 2016.

13 IT IS SO ORDERED June 8, 2016

14 REAL ESTATE COMMISSIONER

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16 _____
17 Wayne S. Bell

18 By: JEFFREY MASON
19 Chief Deputy Commissioner

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