

1 Bureau of Real Estate  
2 P.O. Box 187007  
3 Sacramento, CA 95818-7007

4 Telephone: (916) 227-0781

**FILED**

**AUG 16 2018**

DEPARTMENT OF REAL ESTATE

By B. Nicholas

7  
8 **BEFORE THE BUREAU OF REAL ESTATE**  
9 **STATE OF CALIFORNIA**

10 \* \* \*

11 In the Matter of the Accusation of

12 SLOAN REALTY, INC., and DIANA F.  
13 RAINERI,

14 Respondents.)

No. H-3130 FR

STIPULATION AND  
AGREEMENT

15 It is hereby stipulated by and between SLOAN REALTY, INC. (SLOAN), and  
16 DIANA F. RAINERI (RAINERI) (collectively "Respondents"), represented by George P.  
17 Rodarakis, and the Complainant, acting by and through Truly Sughrue, Counsel for the  
18 Bureau of Real Estate (Bureau), as follows for the purpose of settling and disposing the  
19 Accusation filed on November 21, 2017, in this matter:

20 1. All issues which were to be contested and all evidence which was to be  
21 presented by Complainant and Respondents 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.

25 2. Respondents have received, read, and understand the Statement to  
26 Respondent, and the Discovery Provisions of the APA filed by the Bureau in this proceeding.

1                   3.       Respondents 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 Respondents hereby freely and voluntarily withdraw said Notice of Defense. Respondents  
4 acknowledge that Respondents understand that by withdrawing said Notice of Defense  
5 Respondents will thereby waive Respondents' 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 Respondents will waive other rights  
8 afforded to Respondents in connection with the hearing such as the right to present evidence in  
9 defense of 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, Respondents 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 Respondents' 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 Bureau,  
19 the state or federal government, an agency of this state, or an agency of another state is involved.

20                   6.       SLOAN is aware that if it petitions for reinstatement pursuant to  
21 Government Code Section 11522 in the future, payment of the Bureau's audit which total  
22 \$6,429.22, will be a condition of reinstatement.

23                   7.       It is understood by the parties that the Commissioner may adopt the  
24 Stipulation and Agreement as his decision in this matter thereby imposing the penalty and  
25 sanctions on the real estate licenses and license rights of Respondents as set forth in the below  
26 "Order". In the event that the Commissioner in his discretion does not adopt the Stipulation and  
27 Agreement, it shall be void and of no effect, and Respondents shall retain the right to a hearing

1 and proceeding on the Accusation under all the provisions of the APA and shall not be bound by  
2 any admission or waiver made herein.

3 8. The Order or any subsequent Order of the Commissioner made pursuant to  
4 this Stipulation and Agreement shall not constitute an estoppel, merger or bar to any further  
5 administrative or civil proceedings by the Bureau with respect to any matters which were not  
6 specifically alleged to be causes for action in Accusation H-3130 FR.

7 DECLARATION OF SLOAN REALTY, INC.

8 In lieu of proceeding in this matter in accordance with the provisions of the APA,  
9 SLOAN wishes to voluntarily surrender its corporate real estate broker license issued by the  
10 Bureau, pursuant to Code Section 10100.2. Thomas Christopher Lindemann (Lindemann) is the  
11 Designated Officer of SLOAN, and is authorized to sign this declaration on behalf of SLOAN.

12 Lindemann, on behalf of SLOAN, understands that by voluntarily surrendering  
13 SLOAN's license(s), SLOAN may be re-licensed as a corporate broker only by petitioning for  
14 reinstatement pursuant to section 11522 of the Government Code. Lindemann, on behalf of  
15 SLOAN, also understands that by voluntarily surrendering SLOAN's license(s), Lindemann  
16 agrees to the following:

17 1. The filing of this Declaration shall be deemed as SLOAN's petition for  
18 voluntary surrender.

19 2. It shall also be deemed to be an understanding and agreement by Stephen  
20 Sloan that SLOAN waives all rights SLOAN has to require the Commissioner to prove the  
21 allegations contained in the Accusation filed in this matter at a hearing held in accordance with  
22 the provisions of the APA, and that SLOAN also waives other rights afforded to SLOAN in  
23 connection with the hearing such as the right to discovery, the right to present evidence in  
24 defense of the allegations in the Accusation and the right to cross-examine witnesses.

25 3. Lindemann, on behalf of SLOAN, further agrees that upon acceptance by  
26 the Commissioner, as evidenced by an appropriate order, all affidavits and all relevant evidence  
27 obtained by the Bureau in this matter prior to the Commissioner's acceptance, and all allegations

1 contained in the Accusation filed in the Bureau Case No. H-3130 FR may be considered by the  
2 Bureau to be true and correct for the purpose of deciding whether to grant re-licensure or  
3 reinstatement pursuant to Government Code section 11522.

4 4. Sloan freely and voluntarily surrenders all SLOAN's licenses and license  
5 rights under the Real Estate Law.

6 \* \* \*

7 DETERMINATION OF ISSUES

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

11 The acts and/or omissions of RAINERI as described in the Second Cause of  
12 Action of the Accusation is cause for the suspension or revocation of RAINERI's license and/or  
13 license rights under Section 10177(d) of the Code in conjunction with Section 10130 of the  
14 Code.

15 \* \* \*

16 ORDER

17 I

18 SLOAN's petition for voluntary surrender of its corporate real estate broker  
19 license is accepted as of the effective date of this Order as set forth below, based upon the  
20 understanding and agreement expressed in SLOAN's Declaration incorporated herein as part of  
21 this Stipulation and Agreement. SLOAN's license certificates, pocket cards and any branch  
22 office license certificates shall be sent to the below listed address so that they reach the Bureau  
23 on or before the effective date of this Order:

24  
25 BUREAU OF REAL ESTATE  
26 Attn: Licensing Flag Section  
27 P. O. Box 137013  
Sacramento, CA 95815-7013

II

All licenses and licensing rights of Respondent RAINERI under the Real Estate Law are revoked; provided, however, a restricted real estate salesperson license shall be issued to RAINERI pursuant to Section 10156.5 of the Code if RAINERI makes application therefor and pays to the Bureau the appropriate fee for the restricted license within 90 days from the effective date of this Decision and Order. The restricted license issued to RAINERI shall be subject to all of the provisions of Section 10156.7 of the Code and to the following limitations, conditions and restrictions imposed under authority of Section 10156.6 of that Code:

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

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

3. RAINERI shall not be eligible to apply for the issuance of an unrestricted real estate license nor for 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 and Order. RAINERI shall not be eligible to apply for any unrestricted licenses until all restrictions attaching to the license have been removed.

4. RAINERI shall submit with any application for license under an employing broker, or any application for transfer to a new employing broker, a statement signed by the prospective employing real estate broker on a form approved by the Bureau which shall certify:

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


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

4 5. RAINERI shall, within nine (9) months from the effective date of this  
5 Decision and Order, present evidence satisfactory to the Commissioner that RAINERI has, since  
6 the most recent issuance of an original or renewal real estate license, taken and successfully  
7 completed the continuing education requirements of Article 2.5 of Chapter 3 of the Real Estate  
8 Law for renewal of a real estate license. If RAINERI fails to satisfy this condition, RAINERI's  
9 real estate license shall automatically be suspended until RAINERI presents evidence satisfactory  
10 to the Commissioner of having taken and successfully completed the continuing education  
11 requirements. Proof of completion of the continuing education courses must be delivered to the  
12 Bureau of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013.

13 III

14 With any petition for reinstatement made in the future, SLOAN shall, pay the total  
15 sum of \$6,429.22 for the Commissioner's cost of the audit related to this matter. Any petition for  
16 reinstatement made pursuant to Government Code Section 11522 shall be denied if SLOAN fails  
17 to satisfy this condition.

18  
19 19-June-18  
20 DATED

21   
22 TRULY SUGHRUE  
23 Counsel for Complainant

24 \* \* \*

25 I have read the Stipulation and Agreement, discussed it with my counsel, and its  
26 terms are understood by me and are agreeable and acceptable to me. I understand that I am  
27 waiving rights given to me by the California Administrative Procedure Act, 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

1 right to cross-examine witnesses against me and to present evidence in defense and mitigation of  
2 the charges.


3 Respondents and Respondents' attorney further agree to send the original signed  
4 Stipulation and Agreement by mail to the following address no later than one (1) week from the  
5 date the Stipulation and Agreement is signed by Respondents and Respondents' attorney:

6 *Bureau of Real Estate, Legal Section, P.O. Box 137007, Sacramento, California 95813-7007.*

7 Respondents and Respondents' attorney understand and agree that if they fail to return the  
8 original signed Stipulation and Agreement by the due date, Complainant retains the right to set  
9 this matter for hearing.

10  
11  
12 6/18/2018

13 DATED

14   
15 Thomas Christopher Lindemann,  
16 Designated Officer  
17 SLOAN REALTY, INC.,  
18 Respondent


19 DATED

20 DIANA F. RAINERI  
21 Respondent

22 \*\*\*

23 *I have reviewed the Stipulation and Agreement as to form and content and have*  
24 *advised my clients accordingly.*

25 DATED

26   
27 GEORGE P. RODARAKIS  
Attorney for Respondents

///

///

///

1 right to cross-examine witnesses against me and to present evidence in defense and mitigation of  
2 the charges.

3 Respondents and Respondents' attorney further agree to send the original signed  
4 Stipulation and Agreement by mail to the following address no later than one (1) week from the  
5 date the Stipulation and Agreement is signed by Respondents and Respondents' attorney:  
6 *Bureau of Real Estate, Legal Section, P.O. Box 137007, Sacramento, California 95813-7007.*  
7 Respondents and Respondents' attorney understand and agree that if they fail to return the  
8 original signed Stipulation and Agreement by the due date, Complainant retains the right to set  
9 this matter for hearing.

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

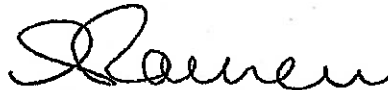
27

DATED

6-18-18

DATED

Thomas Christopher Lindemann,  
Designated Officer  
SLOAN REALTY, INC.,  
Respondent



DIANA F. RAINERI  
Respondent

\*\*\*

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

DATED

GEORGE P. RODARAKIS  
Attorney for Respondents

///

///

//



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27

\* \* \*

The foregoing Stipulation and Agreement is hereby adopted as my Decision and  
Order and shall become effective at 12 o'clock noon on SEP 06 2018

IT IS SO ORDERED August 13, 2018

DANIEL J. SANDRI  
ACTING REAL ESTATE COMMISSIONER

*Daniel J. Sandri*