

1 Department of Real Estate  
2 320 West Fourth Street, #350  
3 Los Angeles, California 90013

4 (213) 576-6982

**FILED**

**DEC 27 2022**

**DEPT. OF REAL ESTATE**

By *[Signature]*

8 BEFORE THE DEPARTMENT OF REAL ESTATE

9 STATE OF CALIFORNIA

10 \* \* \*

11 In the Matter of the Accusation of ) No. H-05351 SD  
12 )  
13 LINDSAY ANN HARDI, ) STIPULATION AND AGREEMENT  
14 )  
15 Respondent. )  
16 \_\_\_\_\_ )

17 It is hereby stipulated by and between LINDSAY ANN HARDI (hereinafter  
18 "Respondent"), representing herself, and the Complainant, acting by and through Julie L. To,  
19 counsel for the Department of Real Estate, as follows for the purpose of settling and disposing  
20 of the Accusation filed on October 26, 2022 in Case No. H-05351 SD, in this matter:

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

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

5                   3. On November 15, 2022, Respondent filed a Notice of Defense pursuant to  
6 Section 11506 of the Government Code for the purpose of requesting a hearing on the  
7 allegations in the Accusation. Respondent hereby withdraws said Notice of Defense.

8 Respondent acknowledges that she understands that by withdrawing said Notice of Defense she  
9 will thereby waive her right to require the Commissioner to prove the allegations in the  
10 Accusation at a contested hearing held in accordance with the provisions of the APA and that  
11 she will waive other rights afforded to her in connection with the hearing such as the right to  
12 present evidence in defense of the allegations in the Accusation and the right to cross-examine  
13 witnesses.

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

20                   5. Respondent understands that by agreeing to this Stipulation and Agreement,  
21 Respondent agrees to pay, pursuant to Section 10106 of the California Business and Professions  
22 Code (Code), the cost of the investigation and enforcement which resulted in the determination  
23 that Respondent committed the violations found in the Determination of Issues. The amount of  
24 said costs is \$741.30 (comprised of \$501.30 in investigation costs and \$240.00 in enforcement  
25 costs) The Real Estate Commissioner agrees that Respondent's agreement to pay the amount of  
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1 the investigation and enforcement costs in this case, \$741.30, shall be deemed as satisfaction of  
2 her payment of the costs pursuant to Code Section 10106.

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

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

#### 14 DETERMINATION OF ISSUES

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

18 Respondent's felony conviction for violations of Vehicle Code ("VC") Section  
19 23153(a) (driving under the influence of alcohol causing injury) in San Diego County Case No.  
20 CN410674 (The People of the State of California vs. Lindsay Ann Hardi) constitutes grounds  
21 for the suspension or revocation of Respondent's real estate salesperson license under the  
22 provisions of **Business and Professions Code Sections 490 and 10177(b)**.

23 Respondent's failure to timely report the felony complaint filed against her in  
24 San Diego County Case No. CN410674 (The People of the State of California vs. Lindsay Ann  
25 Hardi) (file date: February 14, 2020) and Respondent's failure to timely report the resulting  
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1 conviction (conviction date: April 15, 2021), constitute grounds for the suspension or revocation  
2 of Respondent's real estate salesperson license under the provisions of **Business and**  
3 **Professions Code Section 10186.2.**

4 ORDER

5 WHEREFORE, THE FOLLOWING ORDER is hereby made:

6 All licenses and licensing rights of Respondent LINDSAY ANN HARDI under  
7 the Real Estate Law are revoked; provided, however, a restricted real estate salesperson  
8 license shall be issued to Respondent pursuant to Section 10156.5 of the Business and  
9 Professions Code if Respondent makes application therefor and pays to the Department of Real  
10 Estate the appropriate fee for the restricted license within ninety (90) days from the effective  
11 date of this Decision. The restricted license issued to Respondent shall be subject to all of the  
12 provisions of Section 10156.7 of the Business and Professions Code and to the following  
13 limitations, conditions and restrictions imposed under authority of that Code:

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

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

23 3. Respondent shall not be eligible to apply for the issuance of an unrestricted  
24 real estate license nor for the removal of any of the conditions, limitations or restrictions  
25 of a restricted license until four (4) years have elapsed from the effective date of this Decision.

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 Department of Real Estate which shall  
4 certify:

5                                 (a) That the employing broker has read the Decision of the Commissioner  
6 which 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  
9 estate license is required.

10                   5. Respondent shall, within twelve (12) months from the effective date of this  
11 Decision, present evidence satisfactory to the Real Estate Commissioner that Respondent has,  
12 since the 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,  
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 Department of Real Estate, Flag Section at P.O. Box 137013,  
19 Sacramento, 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 \$741.30 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 Department of Real Estate. The investigative and enforcement costs must be delivered to the  
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1 Department of Real Estate, Flag Section, P.O. Box 137013, Sacramento, CA 95813-7013, prior  
2 to the effective date of this Order.

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

9 7. Respondent shall notify the Commissioner in writing within seventy-two (72)  
10 hours of any arrest by sending a certified letter to the Commissioner at the Department of Real  
11 Estate, Flag Section, P.O. Box 137013, Sacramento, CA 95813-7013. The letter shall set forth  
12 the date of Respondent's arrest, the crime for which Respondent was arrested, and the name and  
13 address of the arresting law enforcement agency. Respondent's failure to timely file written  
14 notice shall constitute an independent violation of the terms of the restricted license and shall be  
15 grounds for the suspension or revocation of that license.

16 DATED: 12-1-22

17   
Julie L. To, Counsel for Complainant

18 \* \* \*

19 I have read the Stipulation and Agreement, and its terms are understood by me  
20 and are agreeable and acceptable to me. I understand that I am waiving rights given to me by  
21 the California Administrative Procedure Act (including, but not limited to Sections 11506,  
22 11508, 11509 and 11513 of the Government Code), and I willingly, intelligently and voluntarily  
23 waive those rights, including the right of requiring the Commissioner to prove the allegations in  
24 the Accusation at a hearing at which I would have the right to cross-examine witnesses against  
25 me and to present evidence in defense and mitigation of the charges.

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Respondent shall send a hard copy of the original signed Stipulation and Agreement to: Julie L. To, Legal Section, Department of Real Estate, 320 West Fourth Street, Suite 350, Los Angeles, CA 90013. 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 binding on Respondent as if the Department had received the original signed Stipulation and Agreement.

11/30/2022 *Lindsay Ann Hardi*

DATED: Nov 30, 2022

*Lindsay Ann Hardi*  
LINDSAY ANN HARDI, Respondent

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

IT IS SO ORDERED 12.20.22

REAL ESTATE COMMISSIONER

*Douglas R. McCauley*  
DOUGLAS R. McCAULEY