

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

FILED

DEC 09 2019

DEPT. OF REAL ESTATE

By *Riz D. Gonzales*

8 BEFORE THE DEPARTMENT OF REAL ESTATE

9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of)

No. H-41087 LA

12 SAMIR RAI)

STIPULATION

AND

AGREEMENT

13)
14)
15 Respondent.)
16)
17)

18 It is hereby stipulated by and between Respondent SAMIR RAI ("RAI"),
19 represented by Rizza D. Gonzales, Esq./Century Law Group LLP, and the Complainant, acting
20 by and through Julie L. To, Counsel for the Department of Real Estate ("Department" or
21 "DRE"), as follows for the purpose of settling and disposing of the Accusation of SAMIR RAI
22 ("Accusation") filed on June 28, 2018, in Case No. H-41087 LA, in this matter.

23 ///

24 ///

25 ///

26
27 DRE Stipulation & Agreement -- SAMIR RAI, H-41087 LA

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

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

3. On July 13, 2018, Respondent timely filed his Notice of Defense pursuant to Section 11506 of the Government Code for the purpose of requesting a hearing on the allegations in the Accusation. Respondent hereby freely and voluntarily withdraws said Notice of Defense. Respondent acknowledges that he understands that by withdrawing said Notice of Defense he thereby waives his right to require the Commissioner to prove the allegations in the Accusation at a contested hearing held in accordance with the provisions of the APA and that he will waive other rights afforded to him in connection with the hearing such as the right to present evidence in his defense and the right to cross-examine witnesses.

4. This Stipulation is based on the factual allegations contained in the Accusation. In the interest of expedience and economy, Respondent chooses not to contest these allegations, but to remain silent, and understands that, as a result thereof, these factual allegations, without being admitted or denied, will serve as a prima facie basis for the disciplinary action stipulated to herein. The Real Estate Commissioner shall not be required to provide further evidence to prove said factual allegations.

5. This Stipulation is made for the purpose of reaching an agreed disposition of this proceeding and is expressly limited to this proceeding and any other proceeding or case in which the Department of Real Estate ("Department") or another licensing agency of this state,

another state, or if the federal government is involved, and otherwise shall not be admissible in any other criminal or civil proceeding.

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

7. The Order or any subsequent Order of the Real Estate Commissioner made pursuant to this Stipulation shall not constitute an estoppel, merger or bar to any further administrative or civil proceedings by the Department of Real Estate with respect to any matters which were not specifically alleged to be causes for Accusation in this proceeding but do constitute a bar, estoppel and merger as to any allegations actually contained in the Accusations against Respondent herein.

DETERMINATION OF ISSUES

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

The conduct, acts and/or omissions of Respondent SAMIR RAI, as described in Paragraph 4, herein above, are in violation of: Code Section 10177(g) and is basis for the suspension or revocation of the license and license rights of Respondent RAI as a violation of the Real Estate Law.

III

///

- 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

All licenses and licensing rights of Respondent SAMIR RAI 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 Department of Real Estate the appropriate fee for the restricted license within ninety (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:

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.

1111

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 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 (9) 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
13 successfully completed the continuing education requirements of Article 2.5 of Chapter 3 of the
14 Real Estate Law for renewal of a real estate license. If Respondent fails to satisfy this condition,
15 the 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 \$5,863.05 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
25
26
27

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
10 DATED: 10-8-19


Julie L. To, Counsel for Complainant

12 * * *

13 EXECUTION OF THE STIPULATION

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

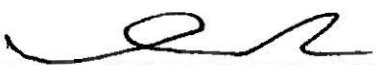
22 MAILING AND E-MAIL

23 Respondent shall send a hard copy of the original signed Stipulation and
24 Agreement to: Julie L. To, Department of Real Estate, 320 West Fourth Street, Suite 350, Los
25 Angeles, CA 90013. In the event of time constraints before an administrative hearing,

26
27 DRE Stipulation & Agreement – SAMIR RAI, H-41087 LA

1 Respondent can signify acceptance and approval of the terms and conditions of this Stipulation
2 and Agreement by emailing a scanned copy of the signature page, as actually signed by
3 Respondent, to the Department of Real Estate counsel assigned to this case. Respondent agrees,
4 acknowledges and understands that by electronically sending the Department of Real Estate a
5 scan of Respondent's actual signature as it appears on the Stipulation and Agreement, that
6 receipt of the scan by the Department of Real Estate shall be binding on Respondent as if the
7 Department of Real Estate had received the original signed Stipulation and Agreement.

8 DATED: 10/00/19


SAMIR RAI, Respondent

10 * * *

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

13
14 DATED: _____

15 Rizza D. Gonzales, Attorney for
16 Respondent SAMIR RAI

* * *

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

19 IT IS SO ORDERED _____.

20
21
22 DANIEL J. SANDRI

23 ACTING REAL ESTATE COMMISSIONER
24
25 _____
26
27

1 Respondent can signify acceptance and approval of the terms and conditions of this Stipulation
2 and Agreement by emailing a scanned copy of the signature page, as actually signed by
3 Respondent, to the Department of Real Estate counsel assigned to this case. Respondent agrees,
4 acknowledges and understands that by electronically sending the Department of Real Estate a
5 scan of Respondent's actual signature as it appears on the Stipulation and Agreement, that
6 receipt of the scan by the Department of Real Estate shall be binding on Respondent as if the
7 Department of Real Estate had received the original signed Stipulation and Agreement.

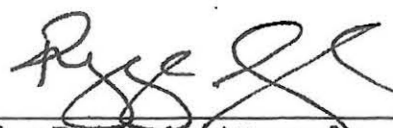
8
9 DATED: _____

SAMIR RAI, Respondent

10 * * *

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

13
14 DATED: 10/8/19



Rizza D. Gonzales, Attorney for
Respondent SAMIR RAI

15 * * *

16
17 The foregoing Stipulation and Agreement is hereby adopted as my Decision in
18 this matter and shall become effective at 12 o'clock noon on _____.

19 IT IS SO ORDERED _____.

20
21
22 DANIEL J. SANDRI
23 ACTING REAL ESTATE COMMISSIONER
24
25 _____
26

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 of Real Estate counsel assigned to this case. Respondent agrees, acknowledges and understands that by electronically sending the Department of Real Estate a scan of Respondent's actual signature as it appears on the Stipulation and Agreement, that receipt of the scan by the Department of Real Estate shall be binding on Respondent as if the Department of Real Estate had received the original signed Stipulation and Agreement.

DATED: _____

SAMIR RAI, Respondent

* * *

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

DATED: _____

Rizza D. Gonzales, Attorney for
Respondent SAMIR RAI

* * *

The foregoing Stipulation and Agreement is hereby adopted as my Decision in this matter and shall become effective at 12 o'clock noon on **DEC 30 2019**.

IT IS SO ORDERED November 22, 2019.

DANIEL J. SANDRI

ACTING REAL ESTATE COMMISSIONER