

FILED

APR 16 2025

DEPT. OF REAL ESTATE

By 

1 Department of Real Estate
2 320 W. 4th Street, Suite 350
3 Los Angeles, CA 90013-1105
4 Telephone: (213) 559-5990

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7
8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation Against
12 DANIEL JOEL FISHER, doing
13 business as Park Place Realty,
14 Respondent.

) DRE No. H-42908 LA
) OAH No. 2024110601

) STIPULATION AND AGREEMENT
) IN SETTLEMENT AND ORDER
)
)
)

16 It is hereby stipulated by and between Respondent DANIEL JOEL FISHER,
17 doing business as Park Place Realty, (sometimes referred to as "Respondent"), acting by and
18 through his attorney, Nolan F. King, Esq. and the Complainant, acting by and through Judith A.
19 Buranday, Counsel for the Department of Real Estate, as follows for the purpose of settling and
20 disposing of the Accusation ("Accusation") filed on August 13, 2024, 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 ("Agreement").

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

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

12 4. Respondent hereby admits that the factual allegations of the Accusation filed
13 in this proceeding are true and correct and the Real Estate Commissioner shall not be required to
14 provide further evidence of such allegations.

15 5. This Agreement is made for the purpose of reaching an agreed disposition of
16 this proceeding and is expressly limited to this proceeding and not any other proceeding or case
17 in which the Department, or another licensing agency of this state, another state, or the federal
18 government is involved, and otherwise shall not be admissible in any criminal or civil
19 proceeding.

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

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1 3. No further cause for disciplinary action against the real estate licenses
2 of Respondent occurs within one (1) year from the effective date of the Decision and Order in
3 this matter.

4 4. If Respondent fails to pay the monetary penalty in accordance with the
5 terms and conditions of the Decision and Order, the suspension shall go into effect automatically.
6 Respondent shall not be entitled to any repayment nor credit, prorated or otherwise, for money
7 paid to the Department under the terms of this Decision and Order.

8 5. If Respondent pays the monetary penalty and if no further cause for
9 disciplinary action against the real estate licenses of Respondent occurs within one (1) year from
10 the effective date of the Decision and Order, the entire stay hereby granted pursuant to this
11 Decision and Order shall become permanent.

12 B. The remaining thirty (30) days shall be stayed for one (1) year upon the
13 following terms and conditions:

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

16 2. That no final subsequent determination be made after hearing or upon
17 stipulation, that cause for disciplinary action occurred within one (1) year from the effective date
18 of this Decision and Order. Should such a determination be made, the Commissioner may, in her
19 discretion, vacate and set aside the stay order and re-impose all or a portion of the stayed
20 suspension. Should no such determination be made under this section, the stay imposed herein
21 shall become permanent.

22 II.


23 Pursuant to Code section 10148, Respondent shall pay the Commissioner's
24 reasonable costs, not to exceed \$9,591.88, for a subsequent audit to determine if Respondent has
25 corrected the violations found in the Determination of Issues. In calculating the amount of the
26 Commissioner's reasonable costs, the Commissioner may use the estimated average hourly
27 salary for all persons performing audits of real estate brokers, and shall include an allocation for

1 travel time to and from the auditor's place of work. Respondent shall pay such costs within sixty
2 (60) days of receiving an invoice therefor from the Commissioner. Payment of the audit costs
3 should not be made until Respondent receives the invoice. If Respondent fails to satisfy this
4 condition in a timely manner as provided for herein, Respondent's real estate licenses shall
5 automatically be suspended until payment is made in full, or until a decision providing otherwise
6 is adopted following a hearing held pursuant to this condition.

7 III.

8 All licenses and licensing rights of Respondent are indefinitely suspended unless
9 or until Respondent pays the sum of \$2,567.25 for the Commissioner's reasonable costs of the
10 investigation (\$1,115.25) and enforcement (\$1,452.00), which led to this disciplinary action.
11 Said payment shall be in the form of a cashier's check made payable to the Department of Real
12 Estate. The investigative and enforcement costs must be delivered to the Department of Real
13 Estate, Flag Section, at 651 Bannon Street, Suite 504, Sacramento, CA 95811, prior to the
14 effective date of this Decision and Order.

15
16 DATED: 3/17/2025


17 Judith A. Buranday, Counsel for
18 Department of Real Estate

19 EXECUTION OF THE STIPULATION


20 I have read the Agreement, have discussed it with counsel, and its terms are
21 understood by me and are agreeable and acceptable to me. I understand that I am waiving rights
22 given to me by the California Administrative Procedure Act (including but not limited to
23 Sections 11506, 11508, 11509 and 11513 of the Government Code), and I willingly, intelligently
24 and voluntarily waive those rights, including the right of requiring the Commissioner to prove
25 the allegations in the Accusation at a hearing at which I would have the right to cross-examine
26 witnesses against me and to present evidence in defense and mitigation of the charges.
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1 Respondent shall mail the original signed signature page of the stipulation herein
2 to Judith A. Buranday, Attention: Legal Section, Department of Real Estate, 320 W. Fourth St.,
3 Suite 350, Los Angeles, California 90013-1105.


4 In the event of time constraints before an administrative hearing, Respondent can
5 signify acceptance and approval of the terms and conditions of this Agreement by emailing a
6 scanned copy of the signature page, as actually signed by Respondent, to the Department counsel
7 assigned to this case. Respondent agrees, acknowledges, and understands that by electronically
8 sending the Department a scan of Respondent's actual signature as it appears on the Stipulation
9 and Agreement that receipt of the scan by the Department shall be binding on Respondent as if
10 the Department had received the original signed Agreement.

11 Respondent's signature below constitutes acceptance and approval of the terms and
12 conditions of this Agreement. Respondent agrees, acknowledges and understands that by signing
13 this Agreement, Respondent is bound by its terms as of the date of such signatures and that this
14 agreement is not subject to rescission or amendment at a later date except by a separate Decision
15 and Order of the Real Estate Commissioner.

16
17 DATED: 3/17/2025


DANIEL JOEL FISHER
Respondent

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20 DATED: 3-17-2025


Nolan F. King, Esq.
Counsel for Respondent
Approved as to Form

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The foregoing Stipulation and Agreement is hereby adopted as my Decision as to Respondent DANIEL JOEL FISHER and shall become effective at 12 o'clock noon on MAY - 6 2025.

IT IS SO ORDERED 4/9/2025.

CHIKA SUNQUIST
REAL ESTATE COMMISSIONER



By: Marcus L. McCarther
Chief Deputy Real Estate Commissioner