FILED

SEP 14 2026

DEPT. OF REAL ESTATE

By [redacted]

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of DEIVIDAS STROLE, Respondent.	OAH case no. 2025110172 DRE case no. H-43200 LA

ORDER DENYING RECONSIDERATION

On or about August 11, 2026, a Decision was filed in the above-entitled matter to become effective on August 31, 2026.

On or about August 28, 2026, Respondent DEIVIDAS STROLE filed a Petition for Reconsideration and Request for Stay of the Decision of August 11, 2026.

On or about August 31, 2026, an Order Staying Effective Date was filed, thereby staying the effective date to September 30, 2026.

Reconsideration is hereby denied.

IT IS SO ORDERED 9/9/2026.

CHIKA SUNQUIST
REAL ESTATE COMMISSIONER

[redacted]

By Marcus L. McCarther
Chief Deputy Real Estate Commissioner

DIANE LEE, Counsel (SBN 247222)
Department of Real Estate
320 West 4th Street, Suite 350
Los Angeles, California 90013

Telephone: (213) 576-6982
(Direct) (213) 576-6907

FILED

AUG 31 2026

DEPT. OF REAL ESTATE

By [redacted]

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of DEIVIDAS STROLE, Respondent.	OAH case no. 2025110172 DRE case no. H-43200 LA

ORDER STAYING EFFECTIVE DATE

On or about August 11, 2026, a Decision was filed in the above-entitled matter to become effective at noon on August 31, 2026. On or about August 28, 2026, Respondent Deividas Strole filed a request to stay the effective date of the order.

IT IS HEREBY ORDERED that the effective date of the Decision is stayed, and the Decision of August 11, 2026, shall become effective at 12 o'clock noon on September 30, 2026.

DATED: August 31, 2026.

CHIKA SUNQUIST
REAL ESTATE COMMISSIONER

[redacted] for Marcus McCarther

By: Marcus L. McCarther
Chief Deputy Real Estate Commissioner

FILED

AUG 11 2026

DEPT. OF REAL ESTATE

By [redacted]

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of:	DRE No. H-43200 LA
DEIVIDAS STROLE,	OAH No. 2025110172
Respondent.	

DECISION

The Proposed Decision dated June 29, 2026, of the Administrative Law Judge of the Office of Administrative Hearings, is hereby adopted as the Decision of the Real Estate Commissioner in the above-entitled matter.

The Decision revokes one or more real estate licenses.

Pursuant to Government Code Section 11521, the Department of Real Estate may order reconsideration of this Decision on petition of any party. The party seeking reconsideration shall set forth new facts, circumstances, and evidence, or errors in law or analysis, that show(s) grounds and good cause for the Commissioner to reconsider the Decision. If new evidence is presented, the party shall specifically identify the new evidence and explain why it was not previously presented. The Department's power to order reconsideration of this Decision shall expire thirty (30) days after mailing of this Decision, or on the effective date of this Decision, whichever occurs first.

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The right to reinstatement of a revoked real estate license or to the reduction of a penalty is controlled by Section 11522 of the Government Code. A copy of Sections 11521 and 11522 and a copy of the Commissioner's Criteria of Rehabilitation are attached hereto for the information of respondent.

This Decision shall become effective at 12 o'clock noon on August 31, 2026.

IT IS SO ORDERED August 6, 2026

Chika Sunquist
REAL ESTATE COMMISSIONER

[redacted]

BEFORE THE
DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

In the Matter of the First Amended Accusation Against:

DEIVIDAS STROLE,

Real Estate Salesperson License No. 01898986

Respondent.

Agency No. H-43200 LA

OAH No. 2025110172

PROPOSED DECISION

Sandy Yu, Administrative Law Judge (ALJ), Office of Administrative Hearings (OAH), State of California, heard this matter by videoconference on May 27 and May 28, 2026.

Diane Lee, Counsel, represented complainant Ray Dagnino, Supervising Special Investigator with the Department of Real Estate (Department).

Respondent Deividas Strole represented himself.

The ALJ received testimony and documentary evidence. The record closed, and the matter was submitted for decision at the end of the hearing.

During a review of the evidence, the ALJ redacted respondent's social security numbers from Exhibit 7 for confidentiality purposes.

SUMMARY

Complainant seeks to discipline respondent's real estate salesperson license based on the following allegations that (1) respondent fraudulently added his wife to a lease without the property owner's knowledge and consent; (2) respondent submitted fraudulent reimbursement receipts for computer purchases; and (3) respondent submitted fraudulent work orders for various rental properties. Complainant established respondent's conduct involved substantial misrepresentation, fraud or dishonest dealing, and willful disregard of the Real Estate Law. Therefore, revocation of respondent's real estate salesperson license is required to protect the public.

FACTUAL FINDINGS

Jurisdictional Matters

1. On November 22, 2011, the Department issued respondent real estate salesperson license number 01898986. Respondent's salesperson license will expire on November 22, 2027. Between December 1, 2011, and October 24, 2022, respondent was affiliated with responsible broker Albinas Markevicius, co-founder of Roque & Mark Company, Inc. (RMCI). Between October 25, 2022, and September 30, 2024, respondent was affiliated with another responsible broker RMCI. Since October 1, 2024, respondent has not had a responsible broker.

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2. On October 13, 2025, complainant filed an Accusation against respondent. On October 28, 2025, respondent filed a Notice of Defense requesting a hearing.

3. On February 5, 2026, complainant filed the First Amended Accusation against respondent.

Background

4. Between January 25, 2001, and September 27, 2024, respondent was a property management associate of RMCI, a property management company that manages over 100 rental properties in Los Angeles County, primarily in Santa Monica and Los Angeles. As a property management associate, respondent was responsible for processing work orders, hiring vendors and independent contractors, and providing information technology (IT) services. On September 27, 2024, respondent's employment with RMCI was terminated.

5. Between November 1, 2006, and September 27, 2024, respondent also worked as an assistant apartment manager and then as an apartment manager for one of RMCI's properties located at 300 California Avenue in Santa Monica (300 California property). As a resident manager, respondent was allowed to reside in a unit at the 300 California property. On November 7, 2006, respondent signed a lease as the sole tenant of the 300 California property (2006 lease). Subsequently, respondent's wife, Elena Safonova, was added to the 2006 lease with her signature and the date of September 25, 2019.

6. On November 5, 2024, the Department received a complaint from Zina Markevicius, co-president of RMCI and daughter of Albinas Markevicius. In her complaint and signed declaration dated September 12, 2025, Zina Markevicius alleged

that while employed at RMCI, respondent (1) fraudulently added his wife to a lease without the property owner's knowledge and consent; (2) submitted fraudulent reimbursement receipts for computer purchases; and (3) submitted fraudulent work orders for various rental properties.

2006 LEASE

7. Zina Markevicius contended that respondent fraudulently added Ms. Safonova to the 2006 lease without the property owner's knowledge and consent. She further contended Ms. Safonova's signature on the 2006 lease appeared to be backdated because respondent's lease dated February 24, 2021 (2021 lease), did not have Ms. Safonova's signature. However, Zina Markevicius did not provide a copy of the 2021 lease.

COMPUTERS

8. At the hearing, Zina Markevicius contended that between December 2023 and June 2024, respondent submitted fraudulent reimbursement receipts for computer purchases, in which respondent claimed the costs were higher than the actual costs.

December 2023 Reimbursement

9. Respondent submitted receipts dated August 22, 2023, to RMCI requesting reimbursement for three computers: (1) a "Dell 3020 Desktop Windows 11" computer for $1,102.45; and (2) a "Dell 3020 Desktop Windows 11" computer for $1,102.45. (Exh. 14, p. A504-505.) On December 14, 2023, RMCI paid respondent a total of $2,204.90 for these two computers.

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10. At the hearing, Jose Flores, a consultant who RMCI hired for IT services, testified that he found order confirmations from Dell in respondent's email inbox showing the actual costs for these computers were $671.42 and $668.12, respectively.

January 2024 Reimbursement

11. In addition, respondent submitted receipts dated October 26, 2023, to RMCI requesting reimbursement for two other computers: (1) a "Dell Outlet OptiPlex 7010 Pro Form Factor Windows 11 Pro" computer for $1,323.01; and (2) a "Dell Outlet OptiPlex 7010 Pro Form Factor Windows 11 Pro" computer for $1,323.01. (Exh. 13, p. A490-A491.) On January 31, 2024, RMCI paid respondent a total of $2,646.02 for these two computers.

12. Mr. Flores testified that he again found order confirmations in respondent's email inbox showing the actual costs for these computers were $824.68 and $782.87, respectively.

June 2024 Reimbursement

13. Respondent submitted receipts dated June 28, 2024, to RMCI requesting reimbursement for three computers: (1) a "DELL OPTI, 70XX, BTX, PRO" computer and "3 year business support" for $1,433.19 under order number 10066857553; (2) another "DELL OPTI, 70XX, BTX, PRO" computer and "3 year business support" for $1,433.19 under order number 10066857553; and (3) a "BASE, MFF, HIGH, OPTI, 7010, BTX, PRO" computer and "3 year business support" for $1,488.19 under order number 10066857550. (Exh. 12, p. A468-A471.) On June 28, 2024, RMCI paid respondent a total of $4,354.69 for these three computers.

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14. Mr. Flores testified that he contacted Dell regarding the order numbers listed on respondent's receipts and was informed that they did not exist. He also found order confirmations in respondent's email inbox showing the actual costs for these three computers were $807.04, $784.98, and $1,025.32, respectively.

WORK ORDERS

15. In August 2024, an RMCI property client alerted RMCI about a work order that respondent created for a service that its tenant did not request. Soon after, RMCI conducted its investigation by compiling a list of work orders that respondent had created in the past few months and contacted each of the tenants who had made the service requests reflected in the work orders.

16. At the hearing, Zina Markevicius testified that several tenants she contacted never requested the services in the work orders that respondent created. Zina Markevicius contended that respondent created fake work orders for approximately 1,100 rental properties and assigned these work orders to independent contractors and handymen, Kestutis Dvarvydis (Dvarvydis) and Tomas Cevykinas (Cevykinas), resulting in RMCI payments totaling over $820,000. These work orders include, but are not limited to, the following:

1437 Brockton Property

17. On February 6, 2023, respondent created a work order to reinstall the garbage disposal and remove debris from the garbage disposal in a unit at 1437 Brockton Avenue in Los Angeles (1437 Brockton property). That same day, Dvarvydis created an invoice for $123, and respondent then authorized payment.

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18. On November 8, 2023, respondent created a work order to clean the garbage disposal, rebuild the kitchen cabinet drawer, and reinstall the sliding track at the 1437 Brockton property. That same day, Cevykinas created an invoice for $325, and respondent then authorized payment.

19. On August 13, 2024, respondent created another work order to replace the smoke detector, remove debris from the garbage disposal, and repair pipes under the kitchen in the same unit. That same day, Dvarvydis created an invoice for $340, and respondent then authorized payment.

20. At the hearing, Britney Harner, RMCI's Vice-President of Operations, and Zina Markevicius testified that the 1437 Brockton property unit has no kitchen and no garbage disposal. Zina Markevicius also testified she contacted the tenant to follow up on the August 13, 2024, work order, who informed her, "wrong unit. [This unit] is [a] studio (no kitchen)." (Exh. 15, p. A520.) Therefore, these allegations are established by the record.

843 Euclid Property

21. On August 7, 2024, respondent created a work order to repair the door, locks, and drawers in a unit at 843 Euclid Street in Santa Monica (843 Euclid property). At the hearing, the tenant, Gary Nuell, testified that he did not request this service. Therefore, this allegation is established by the record.

1011 19th Property

22. On March 26, 2024, respondent created a work order to replace the toilet valve flapper and smoke detector in a unit at 1011 19th Street in Santa Monica (1011

19th property). On March 28, 2025, Cevykinas created an invoice for $295, and respondent then authorized payment.

23. At the hearing, the tenant at the 1011 19th property, Sally Cotching, testified she did not request this service. Ms. Cotching was out of the country from March 2024 to April 2024. She also testified that her smoke detector and toilet were working before and after her trip. Therefore, this allegation is established by the record.

3008 Santa Monica Property

24. On May 15, 2024, respondent created a work order to snake the bathroom tub and sink drains in a unit at 3008 Santa Monica Boulevard in Santa Monica (3008 Santa Monica property). That same day, Dvarvydis created an invoice for $230, and respondent then authorized payment.

25. At the hearing, the tenant at the 3008 Santa Monica property, Waleed Haso, testified he did not request this service. Therefore, this allegation is established by the record.

843 18th Property

26. On June 28, 2024, respondent created a work order to replace the bathroom ceiling fan, fix the front door lock, and repair the cabinet doors and hinges in a unit at 843 18th Street in Santa Monica (843 18th property). That day, Dvarvydis created an invoice for $336, and respondent then authorized payment.

27. On May 17, 2024, respondent created another work order to replace three windows sliding sets at the 843 18th property. That day, Dvarvydis created an invoice for $251, and respondent then authorized payment.

28. On November 14, 2023, respondent created a work order to shave the bottom of the front door, adjust the front door's lock and latch, and adjust the bathroom door hinges at the 843 18th property. On December 3, 2023, Cevykinas created an invoice for $385, and respondent then authorized payment.

29. At the hearing, Zina Markevicius testified that she contacted the tenant at the 843 18th property to follow up on the recent work orders. The tenant provided a signed declaration dated July 24, 2025, stating that he did not request these services in June 2024, May 2024, and November 2023. Therefore, these allegations are established by the record.

2049 Butler Property

30. On March 12, 2024, respondent created a work order to replace the bathroom and kitchen flex lines and their aerators, screw drawer corners, and the drawer sliding set at 2049 Butler Avenue in Los Angeles (2049 Butler property). That day, Dvarvydis created an invoice for $343, and respondent then authorized payment.

31. On April 18, 2024, respondent created a work order to replace two smoke detectors at the 2049 Butler property. That day, Dvarvydis created an invoice for $206, which RMCI paid.

32. On July 29, 2024, respondent created a work order to replace the toilet wax ring at the 2049 Butler property. That day, Dvarvydis created an invoice for $248, and respondent then authorized payment.

33. At the hearing, Zina Markevicius testified she contacted the tenant at the 2049 Butler Avenue property to follow up on the recent work orders, who denied

making these requests. However, there was no direct evidence from the tenant, and therefore, these allegations are not established by the record.

117 Pacific Property

34. On May 23, 2023, respondent created a work order to replace the kitchen cabinet door hinges and a smoke detector in a unit at 117 Pacific Street in Santa Monica (117 Pacific property). On July 16, 2023, Cevykinas created an invoice for $185, which RMCI paid.

35. On August 7, 2023, respondent created a work order to replace the shower door rollers, reinstall the kitchen faucet, and adjust the mirror door at the 117 Pacific property. On August 29, 2023, Cevykinas created an invoice for $285.

36. On July 26, 2024, respondent created another work order to fix the kitchen drawers, snake the kitchen sink, and check pipes under the kitchen sink for leaks at the 117 Pacific property. On July 27, 2024, Cevykinas created an invoice for $285.

37. On August 13, 2024, respondent created a work order to replace the toilet wax and bolts and snake the vanity drain at the 117 Pacific property. On August 16, 2024, Cevykinas created an invoice for $165.

38. At the hearing, Zina Markevicius testified that on September 20, 2024, she emailed the tenant at 117 Pacific property, who stated she had not requested the the work orders from August 2023 to August 2024. However, the tenant's statements in the email communications between the tenant and Zina Markevicius constitute inadmissible hearsay, and therefore, these allegations are not established by the record.

1231 12th Property

39. On December 19, 2023, respondent created a work order to replace the kitchen cabinets and drawers and to snake the shower drain in a unit at 1231 12th Street in Santa Monica (1231 12th property).

40. On August 7, 2024, respondent created another work order to replace the toilet wax ring at the 1231 12th property. That same day, Dvarvydis created an invoice for $248.

41. At the hearing, Zina Markevicius testified she emailed the tenant at the 1231 12th property. The tenant provided a signed declaration dated July 15, 2025, stating that he did not request this service in August 2024.

744 South Windsor Property

42. On September 5, 2024, respondent created a work order to replace the shower valves washer set, snake the shower drain, and clean and disinfect the shower ceiling in a unit at 744 South Windsor Boulevard in Los Angeles (744 Windsor property). That day, Dvarvydis created an invoice for $438.

43. At the hearing, Zina Markevicius testified she contacted the tenant at the 744 Windsor property to follow up on this work order. However, there was no direct evidence from the tenant, and therefore, this allegation is not established by the record.

Department Investigation

44. After receiving Zina Markevicius's complaint, the Department initiated an investigation and assigned Special Investigator Jennifer Hui (SI Hui) to the case. SI Hui

contacted both parties involved. On August 26, 2025, respondent provided a response to SI Hui's inquiry regarding the properties he managed while employed at RMCI, contending that Zina Markevicius is "attempting to slander [him] in any way possible." (Exh. 11, p. A448.)

Respondent's Evidence

45. With respect to the 2006 lease, respondent contended he did not add his wife to the lease or alter it without authorization. The 2006 lease showed his wife was added in 2019. Respondent explained that in 2019, his wife went to RMCI to sign lease-related documents. He was not present when his wife signed the lease. In 2022, his wife prepared a written request to be removed from the lease. Respondent's contentions were supported by his wife's signed declaration dated May 1, 2026, and request to remove her name from the 2006 lease dated May 19, 2022.

46. With respect to the computer reimbursements, respondent contended he provided IT services as an independent consultant to RCMI. He admitted the receipts included his IT services, and therefore, the costs he requested were higher than the actual costs. Respondent testified that since 2000, he has provided individuals and companies with his IT services and equipment sales, which include computer setup, maintenance, repairs, upgrades, and technical support.

47. With respect to the work orders, respondent contended he did not recall how the work orders at issue were created. Respondent testified that a work order could come from the tenant, vendor, co-worker, or neighbor. He explained that after someone requests the service, he helps to create the work order, but he does not verify the request. He denied any wrongdoing. Respondent did not provide any evidence to dispute or explain the work orders at issue.

Analysis

48. Complainant did not prove by clear and convincing evidence that respondent added his wife to the 2006 lease. The evidence showed respondent's wife was added to the 2006 lease in 2019 without the owner's knowledge. However, it remains unclear who added his wife to the 2006 lease.

49. Complainant proved by clear and convincing evidence that from December 2023 to June 2024, respondent submitted the following fraudulent reimbursement receipts for eight computer purchases: (1) on December 24, 2023, respondent submitted fraudulent receipts to RMCI stating that two computers cost $1,102.45 and $1,102.45 when their actual costs were $671.42 and $668.12, respectively; (2) on January 31, 2024, respondent submitted fraudulent receipts to RMCI stating that two computers cost $1,323.01 and $1,323.01, when their actual costs were $824.68 and $782.78, respectively. On June 28, 2024, respondent submitted fraudulent receipts to RMCI stating that three computers cost $1,433.19, $1,433.19, and $1,488.31 when their actual costs were $807.04, $764.98, and $1,025.32, respectively.

50. Complainant proved by clear and convincing evidence that between 2023 and 2024, respondent created at least 11 false work orders that were not requested, assigned those orders to either Dvarvydis or Cevykinas, and authorized payments of invoices that he knew were false.

51. Complainant alleged that respondent created additional fraudulent work orders for other properties in Santa Monica and Los Angeles. However, complainant failed to prove this allegation because there was no evidence showing that these work orders were not requested or performed.

Costs

52. The Department seeks reimbursement of $5,040 in enforcement costs and $2,612.35 in investigation costs, totaling $7,652.35. The enforcement costs include 42 hours incurred by attorney Diane Lee. Of the investigation costs, 29.20 hours totaling $2,306.80 were incurred by SI Hui, 2.85 hours totaling $276.45 were incurred by Supervising Special Investigator I Anna Li, and 0.30 hour totaling $29.10 were incurred by Supervising Special Investigator II Ray Dagnino.

53. Respondent testified that he cannot pay the requested enforcement and investigations costs. He explained that he made approximately $30,000 in 2025. He testified that he is enrolled in Medi-Cal, a program that provides medical assistance for individuals with limited income.

LEGAL CONCLUSIONS

Burden and Standard of Proof

1. Complainant bears the burden of proving by clear and convincing evidence to a reasonable certainty that respondent has engaged in conduct warranting suspension or revocation of his real estate license. (*The Grubb Co., Inc. v. Dept. of Real Estate* (2011) 194 Cal.App.4th 1494, 1505.) Clear and convincing evidence "requires a finding of high probability," and has been described as "requiring that the evidence be '"so clear as to leave no substantial doubt," and "'sufficiently strong to command the unhesitating assent of every reasonable mind.' [Citation.]" (*In re Angelia P.* (1981) 28 Cal.3d 908, 919.)

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Applicable Law

2. The Real Estate Commissioner (Commissioner) may temporarily suspend or permanently revoke a real estate license if a licensee, in performing or attempting to perform any of the acts within the scope of the Real Estate Law, made any substantial misrepresentation; or engaged in any conduct which constitutes fraud or dishonest dealing. (Bus. & Prof. Code, § 10176, subds. (a), (i).)

3. The Commissioner may suspend or revoke the license of a real estate licensee who (1) willfully disregarded or violated the Real Estate Law; (2) demonstrated negligence or incompetence in performing an act for which a person is required to hold a license; or (3) engaged in any conduct which constitutes fraud or dishonest dealing. (Bus. & Prof. Code, § 10177, subds. (d), (g), (j).)

Causes for Discipline

SUBSTANTIAL MISREPRESENTATION

4. Complainant established by clear and convincing evidence that respondent's conduct involved substantial misrepresentation. While working at RMCI, a licensed activity governed by the Real Estate Law, respondent provided misleading information on multiple work orders and reimbursement receipts. Cause therefore exists to discipline respondent's license, pursuant to Business and Professions Code section 10176, subdivision (a).

FRAUD OR DISHONEST DEALING

5. Complainant established by clear and convincing evidence that respondent engaged in fraudulent and dishonest conduct when he falsified work orders and reimbursement receipts. Cause therefore exists to discipline respondent's

license, pursuant to Business and Professions Code sections 10176, subdivision (i), and 10177, subdivision (j).

WILLFUL DISREGARD OF REAL ESTATE LAW

6. Complainant established by clear and convincing evidence that respondent willfully disregarded and violated the Real Estate Law. Respondent's fraudulent and dishonest activities at RMCI show willful disregard and violation of the Real Estate Law. Cause therefore exists to discipline respondent's license, pursuant to Business and Professions Code section 10177, subdivision (d).

NEGLIGENCE OR INCOMPETENCE

7. Complainant did not establish by clear and convincing evidence that respondent demonstrated negligence or incompetence when he created false work orders and reimbursements receipts to defraud RMCI and its clients. Respondent knew what he was doing, not that he did not have the skills or ability to perform his duties. Cause therefore does not exist to discipline respondent's license, pursuant to Business and Professions Code section 10177, subdivision (g).

DISCIPLINE

8. Administrative proceedings to revoke, suspend or impose discipline on a professional license are noncriminal and non-penal; they are not intended to punish the licensee, but rather to protect the public. (*Hughes v. Board of Architectural Examiners* (1998) 17 Cal.4th 763, 785-786.)

9. Determining the appropriate discipline of respondent's license requires consideration of respondent's rehabilitation. The Department's regulations set forth rehabilitation criteria including the following: (1) the time that has elapsed since

commission of the offense; (2) restitution to any person who has suffered monetary losses through "substantially related" acts or omissions of the licensee; (3) expungement of the conviction which culminated in the administrative proceeding to take disciplinary action; (4) successful completion or early discharge from probation or parole; (5) payment of any fine imposed in connection with the criminal conviction that is the basis for revocation or suspension of the license; (6) correction of business practices responsible in some degree for the crime or crimes of which the licensee was convicted; (7) new and different social and business relationships from those which existed at the time of the commission of the acts that led to the criminal conviction in question; (8) stability of family life and fulfillment of parental and familial responsibilities subsequent to the criminal conviction; (9) significant and conscientious involvement in community, church or privately-sponsored programs designed to provide social benefits or to ameliorate social problems; and (10) change in attitude from that which existed at the time of the commission of the criminal acts in question. (Cal. Code Regs, tit. 10 (CCR), § 2912, subd. (a)–(m).)

10. Considering the totality of the evidence, revocation of respondent's license is the appropriate discipline. Although it was not proven that respondent was the one who added his wife to the 2006 lease, respondent submitted multiple false work orders and reimbursements for computer purchases. Respondent's misconduct was recent and serious, resulting in financial losses for RCMI. Respondent submitted no evidence of his rehabilitation. Moreover, at the hearing respondent denied any wrongful conduct and failed to accept responsibility for his actions; instead, he alleged that Zina Markevicius is attempting to slander him. "Honesty and truthfulness are two qualities deemed by the Legislature to bear on one's fitness and qualification to be a real estate licensee. If appellant's offenses reflect unfavorably on his honesty, it may be said he lacks the necessary qualifications to become a real estate salesperson."

(*Harrington v. Department of Real Estate* (1989) 214 Cal.App.3d 394, 402, citing *Golde v. Fox* (1979) 98 Cal.App.3d 167, 176.) Therefore, revocation of respondent's license is necessary to protect the public interest and welfare.

Costs

11. Complainant is entitled to recover the reasonable costs of prosecution and enforcement of this matter. (Bus. & Prof. Code, § 10106.) In *Zuckerman v. State Board of Chiropractic Examiners* (2002) 29 Cal.4th 32 (*Zuckerman*), the Supreme Court set forth factors to be considered in determining the reasonableness of the costs sought. These factors include: 1) the licentiate's success in getting the charges dismissed or the severity of the discipline imposed reduced; 2) the licentiate's subjective good faith belief in the merits of his or her position; 3) whether the licentiate raised a colorable challenge to the proposed discipline; 4) the licentiate's financial ability to pay; and 5) whether the scope of the investigation was appropriate in light of the alleged misconduct. (*Zuckerman*, supra, 29 Cal.4th at p. 45.)

12. Complainant requests reimbursement of $7,652.35 in enforcement and investigation costs. Respondent did not succeed in getting charges dismissed or reducing the severity of discipline imposed. Respondent demonstrated a financial inability to pay the requested cost recovery amount. Therefore, it is appropriate to reduce the costs by half, to $3,826.18.

ORDER

1. All licenses and licensing rights of respondent Deividas Strole under the Real Estate Law are revoked.

2. As a condition precedent to reinstatement of his license or issuance of any new license, respondent shall reimburse the Department for its costs of enforcement and investigation in the amount of $3,826.18. Said amount shall be paid in full prior to the reinstatement of his license or issuance of any new license unless otherwise ordered by the Department.

DATE: 06/29/2026

[redacted]

SANDY YU

Administrative Law Judge

Office of Administrative Hearings