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8 **BEFORE THE**
9 **BOARD OF CHIROPRACTIC EXAMINERS**
10 **DEPARTMENT OF CONSUMER AFFAIRS**
11 **STATE OF CALIFORNIA**

12 In the Matter of the Accusation Against:

Case No. AC 2026-2078

13 **BRADLEY MICHAEL GLOWAKI**
13001 Seal Beach Blvd., Ste. 300
Seal Beach, CA 90740

ACCUSATION

14 **Chiropractic License No. DC 26054**

15 Respondent.

16
17 **PARTIES**

18 1. Kristin Walker (Complainant) brings this Accusation solely in her official capacity as
19 the Executive Officer of the Board of Chiropractic Examiners, Department of Consumer Affairs.

20 2. On or about March 19, 1999, the Board issued Chiropractic License Number DC
21 26054 to Bradley Michael Glowaki (Respondent). The Chiropractic License was in full force and
22 effect at all times relevant to the charges brought herein and will expire on April 30, 2026, unless
23 renewed.

24 **JURISDICTION**

25 3. This Accusation is brought before the Board, under the authority of the following
26 sections of the Chiropractic Act (Act).¹

27 ¹ The Chiropractic Act, an initiative measure approved by the electors on November 7,
28 1922, while not included in the Business and Professions Code by the legislature, is set out in
(continued...)

1 4. California Code of Regulations, title 16, section 355.1 states:

2 The suspension, expiration, or forfeiture by operation of law of a license issued
3 by the board, or its suspension, or forfeiture by order of the board or by order of a
4 court of law, or its surrender without the written consent of the board shall not, during
5 any period in which it may be renewed, restored, reissued, or reinstated, deprive the
6 board of its authority to institute or continue a disciplinary proceeding against the
7 licensee upon any ground provided by law or to enter an order suspending or
8 revoking the license or otherwise taking disciplinary action against the licensee on
9 any such ground.

7 **STATUTORY PROVISIONS**

8 5. Section 10 of the Act states, in pertinent part, that the Board may suspend or revoke a
9 license to practice chiropractic or may place the license on probation for violations of the rules
10 and regulations adopted by the Board or for any cause specified in the Chiropractic Initiative Act.

11 6. Business and Professions Code section 1005 states:

12 The provisions of Section 12.5, 23.9, 29.5, 30, 31, 35, 104, 114, 115, 119, 121,
13 1215, 125, 125.6, 136, 137, 140, 141, 143, 163.5, 461, 462, 475, 480, 484, 487, 489,
14 490, 490.5, 491, 494, 495, 496, 498, 499, 510, 511, 512, 701, 702, 703, 704, 410, 716,
15 730.5, 731, and 851, are all applicable to persons licensed by the State Board of the
16 Chiropractic Examiners under the Chiropractic Act.

15 **REGULATORY PROVISIONS**

16 7. California Code of Regulations, title 16, section 316, states:

17 (a) Every licensee is responsible for the conduct of employees or other persons
18 subject to his supervision in his place of practice, and shall insure that all such
19 conduct in his place of practice conforms to the law and to the regulations herein.

20 (c) The commission of any act of sexual abuse, sexual misconduct, or sexual
21 relations by a licensee with a patient, client, customer or employee is unprofessional
22 conduct and cause for disciplinary action. This conduct is substantially related to the
23 qualifications, functions, or duties of a chiropractic license.

24 This section shall not apply to sexual contact between a licensed chiropractor
25 and his or her spouse or person in an equivalent domestic relationship when that
26 chiropractor provides professional treatment.

27 8. California Code of Regulations, title 16, section 317, states:

28 The board shall take action against any holder of a license who is guilty of
unprofessional conduct which has been brought to its attention, or whose license has
been procured by fraud or misrepresentation or issued by mistake.

West's Annotated California Codes as sections 1000-1 to 1000-19, and is included in Deering's
California Codes as Appendix I, for convenient reference.

Unprofessional conduct includes, but is not limited to, the following:

....

(e) Any conduct which has endangered or is likely to endanger the health, welfare, or safety of the public.

COST RECOVERY

9. California Code of Regulations, title 16, section 317.5, subdivision (a) states, in pertinent part:

In any order in resolution of a disciplinary proceeding before the Board of Chiropractic Examiners, the board may request the administrative law judge to direct a licensee found to have committed a violation or violations of the Chiropractic Initiative Act to pay a sum not to exceed the reasonable costs of the investigation and enforcement of the case.

FACTUAL ALLEGATIONS

10. On or about October 14, 2025, the Board received an online anonymous complaint stating that Respondent had sexually assaulted the complainant while she was at a professional seminar hosted by Respondent in Las Vegas, Nevada, on September 13, 2025.

11. On October 23, 2025, the Board received additional documents from the complainant, identified as SG. The USPS mail package contained correspondence with further details about the complaint, a copy of Las Vegas Metropolitan Police Department Report about the incident (originally filed with the Los Angeles Police Department), a copy of SG's resignation letter from Respondent's office, and a copy of a September 22, 2025, email from Respondent to SG with an attached severance package.

12. In the police report, SG stated that she arrived in Las Vegas on September 11, 2025, with co-workers, including Respondent, for a weekend work event. On September 13, 2025, Respondent requested that SG assist him with setting up a hotel suite for a portion of the event. SG reported to the suite as requested, and while inside the suite Respondent took her cell phone, grabbed her and pulled her on top of him as he sat down on a couch, forcing her to straddle his body. Respondent offered her a raise.

13. SG reported that she was able to pull herself off the couch, but Respondent grabbed her from behind and pushed her back onto the couch. While she was on the couch, Respondent bit

1 her on her right thigh and attempted to kiss her on the mouth. SG was able to get up, grab her
2 phone, and leave the suite.

3 14. SG was fearful of Respondent and believed he may have been under the influence of
4 an unknown substance. SG did not immediately file a police report out of fear that Respondent
5 might leave her behind in Las Vegas.

6 15. SG reported that Respondent approached her the following day at the work event and
7 told her, "That's not how you ask for a raise."

8 16. After getting a ride home from her co-workers, SG immediately submitted a
9 resignation letter, stating that it was effective immediately and that her resignation was
10 "compelled by an incident of inappropriate sexual harassment/assault which has created a hostile
11 and unacceptable work environment." SG also filed a report with the Los Angeles Police
12 Department who subsequently forwarded the report to the Las Vegas Police Department.

13 17. On September 22, 2025, Respondent responded to SG's resignation with an email
14 referencing her "voluntarily quitting," not responding to the assault allegations, and attaching a
15 severance offer. The offer list SG's separation date as September 14, 2025, and offered SG
16 \$10,000. The severance agreement contained a clause stating that the employee has not or would
17 not in the future file any complaints, claims, lawsuits, or actions against the employer/company,
18 and that if any actions arise against the company, the employee would direct the authoritative
19 body or court to dismiss the matter. This copy of the offer was not signed by either party.

20 18. The Board opened an investigation into the matter. SG reported that she had worked
21 for Respondent as a chiropractic assistant from March 2024 until September 2025. She traveled
22 with co-workers on Thursday September 11, 2025, to Las Vegas for a chiropractic seminar that
23 was hosted by Respondent at a hotel. Her duties were to help with setup and provide support
24 during the seminar. SG shared a room with her co-worker JS.

25 19. Friday, September 12, 2025, they worked most of the day and she was hanging out
26 with co-workers into the early morning hours of Saturday September 13, 2025, until
27 approximately 1:30 AM, when she decided to go to bed.

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1 20. SG ran into Respondent on the way to the hotel elevators, and he requested her
2 assistance in setting up a hotel suite he had reserved for some of the seminar attendees. SG had
3 sent a text message to another chiropractor from their clinic, AB, and told him she had found
4 Respondent and that he was going to show her the suite to set up.

5 21. SG stated that once they entered the room Respondent's demeanor completely
6 changed. AB tried to call SG, but Respondent took the phone from her hand. Respondent told her
7 they needed to talk about things going on at the office. SG was surprised and didn't know what to
8 expect as she was not aware of any work issues.

9 22. Respondent immediately picked SG up and pulled her back onto a couch so that she
10 was straddling his body. Respondent was holding her tight and told her they had "a lot to talk
11 about," and that it was going to be "a long night." Respondent mentioned something about her
12 getting a promotion, but she had to tell him how much of a raise she wanted. SG managed to
13 stand up and went to look for her phone, turning her back to Respondent. Respondent then came
14 from behind and grabbed SG again in a "bear hug," brought her back to the couch and got on top
15 of her. Respondent then bit and nibbled SG's thigh and tried to work up to her face. SG rolled off
16 the couch and got up to look for her phone. Respondent again brought up the issue of the raise,
17 pulled cash from his wallet, and threw it on the table. SG felt that Respondent was offering her
18 money to have sex with him; she told him "no," and that AB knew where she was with
19 Respondent. SG located her phone and left the room. SG believed that Respondent was under the
20 influence of some type of narcotic. SG returned to her own room and woke up her coworker JS to
21 tell her what had happened.

22 23. Saturday morning at the conference, Respondent approached SG, told her, "That's not
23 how you ask for a raise," and walked away. SG did not have any other contact with Respondent,
24 and she drove back home Saturday evening with JS, AB, and AB's spouse. SG spoke with JS
25 and they both decided to resign at the same time. They went to the clinic on Sunday to leave all
26 keys and equipment and submitted their resignation letters that day.

27 24. On September 22, 2025, SG received a severance offer from Respondent, and JS
28 received the same offer. Neither of them accepted the offer.

1 25. SG reported that Respondent had made a statement one time about knowing people in
2 “high places,” being able to pay people off, and that he has touted in his seminars that he has been
3 reported to the Board multiple times, but “nothing money can’t fix.”

4 26. When interviewed, AB reported to the investigator that on September 13, 2025, he
5 tried to text and call SG, but did not reach her. SG later answered that she was with the boss
6 (Respondent), and she had met him in the lobby. AB did not hear back from SG and did not see
7 her until the next morning.

8 27. When AB saw SG the next morning, September 13, 2025, between 8:00 and 9:00
9 AM, he could tell she had been crying and appeared to be “shaken up.” All day on Saturday, SG
10 appeared “pretty upset.” SG later disclosed some of the information about what happened the
11 night before. SG told AB that Respondent and SG talked about some office stuff and then said
12 Respondent had bitten her on the leg. Respondent never advised the staff about why SG abruptly
13 resigned; however, when AB later asked Respondent about losing two good employees at the
14 same time, Respondent stated it was something about asking for a raise and then emotions got
15 “kind of hectic.”

16 28. When interviewed, JS reported that on September 12, 2025, she went to sleep in
17 her hotel room. She was woken up around 2:00 or 3:00 AM by SG, who physically jolted her
18 from her sleep, and was hysterically crying and shaking. SG told JS that she went with
19 Respondent to check out a suite, and that when she was in the room, Respondent assaulted her.
20 JS recalled SG being so shaken that her priority was trying to comfort her and help calm her
21 down, and she did not recall any other details about what SG told her about the assault. Although
22 JS resigned the same day as SG, her resignation was not related to SG’s allegation. JS was also
23 offered a severance package from Respondent but did not accept it.

24 29. On December 22, 2025, the Board’s investigator interviewed YH, a massage therapist
25 who worked at Respondent’s office from May 2024 through November 2025. YH reported that
26 her overall work experience there was generally positive, but she described it as getting “weird”
27 in the last 6 months she worked there. After SG and JS left the office, YH was told not to reach
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1 out to either of them. Nonetheless, YH had spoken with SG after she resigned, and SG told her
2 about the assault.

3 **FIRST CAUSE FOR DISCIPLINE**

4 **(Unprofessional Conduct - Endangering the Health, Welfare, or Safety of the Public)**

5 30. Respondent's license is subject to disciplinary action for unprofessional conduct
6 pursuant to section 10 of the Act and California Code of Regulations, title 16, section 317,
7 subdivision (e), in that Respondent engaged in unprofessional conduct which endangered or was
8 likely to endanger the health, welfare, or safety of the public. Complainant refers to and by this
9 reference incorporates the allegations set forth above, as though set forth fully.

10 **SECOND CAUSE FOR DISCIPLINE**

11 **(Sexual Abuse and Misconduct of an Employee)**

12 31. Respondent's license is subject to disciplinary action for unprofessional conduct
13 pursuant to section 10 of the Act and California Code of Regulations, title 16, section 316,
14 subdivision (c), in that Respondent committed an act of sexual abuse, sexual misconduct, or
15 sexual relations by a licensee with an employee. Complainant refers to and by this reference
16 incorporates the allegations set forth above, as though set forth fully.

17 **PRAYER**

18 WHEREFORE, Complainant requests that a hearing be held on the matters herein alleged,
19 and that following the hearing, the Board of Chiropractic Examiners issue a decision:

20 1. Revoking or suspending Chiropractic License Number DC 26054, issued to Bradley
21 Michael Glowaki;

22 2. Ordering Bradley Michael Glowaki to pay the Board of Chiropractic Examiners the
23 reasonable costs of the investigation and enforcement of this case, pursuant to Title 16, California
24 Code of Regulations, section 317.5 and if placed on probation, the costs of probation monitoring;
25 and,

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3. Taking such other and further action as deemed necessary and proper.

DATED: 3/12/2026

Signature on File

KRISTIN WALKER
Executive Officer
Board of Chiropractic Examiners
Department of Consumer Affairs
State of California
Complainant

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