

1 DEPARTMENT OF REAL ESTATE
2 P. O. Box 137007
3 Sacramento, CA 95813-7007

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FILED

DEC 10 2020

DEPARTMENT OF REAL ESTATE
By [Signature]

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

10 * * *

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12 In the Matter of the Accusation of) DRE No. H-6849 SAC
13 JRP REAL ESTATE & MORTGAGE,)
14 RAMADEEP SINGH,)
15 JASWANT SINGH PANNU) STIPULATION AND AGREEMENT
16 Respondents,) IN SETTLEMENT AND ORDER

17 It is hereby stipulated by and between JASWANT SINGH PANNU (only),
18 (sometimes referred to as Respondent), his counsel, Mary E. Work, and the Complainant, acting
19 by and through Richard K. Uno, Counsel for the Department of Real Estate; as follows for the
20 purpose of settling and disposing of the Accusation filed on July 1, 2019, in this matter:

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

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

1 3. Respondent filed a Notice of Defense pursuant to Section 11505 of the
2 Government Code for the purpose of requesting a hearing on the allegations in the Accusation.
3 Respondent hereby freely and voluntarily withdraws said Notice of Defense. Respondent
4 acknowledges that he understands that by withdrawing said Notice of Defense he will thereby
5 waive his right to require the Commissioner to prove the allegations in the Accusation at a
6 contested hearing held in accordance with the provisions of the APA and that he will waive other
7 rights afforded to him in connection with the hearing such as the right to present evidence in
8 defense of the allegations in the Accusation and the right to cross-examine witnesses.

9 4. This stipulation is based on the factual allegations contained in the
10 Accusation. In the interest of expediency and economy, Respondent chose not to contest these
11 factual allegations, but to remain silent and understand that, as a result thereof, these factual
12 statements will serve as a prima facie basis for the "Determination of Issues" and "Order" set
13 forth below. The Real Estate Commissioner shall not be required to provide further evidence to
14 prove such allegations.

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

23 6. The Order or any subsequent Order of the Real Estate Commissioner
24 made pursuant to this Stipulation and Agreement In Settlement and Order shall not constitute an
25 estoppel, merger or bar to any further administrative or civil proceedings by the Department of
26 Real Estate with respect to any matters which were not specifically alleged to be causes for
27 accusation in this proceeding.

1 (2) The receipt of evidence that PANNU has violated
2 provisions of the California Real Estate Law, the Subdivided Lands Law, Regulations of
3 the Real Estate Commissioner, or conditions attaching to this restricted license.

4 b. PANNU shall not be eligible to apply for the issuance of an
5 unrestricted real estate license nor the removal of any of the conditions, limitations, or
6 restrictions attaching to the restricted license until four (4) years have elapsed from the date of
7 issuance of the restricted license to PANNU.

8 c. With the application for license, or with the application for transfer
9 to a new employing broker, PANNU shall submit a statement signed by the prospective
10 employing real estate broker on a form approved by the Department which shall certify as
11 follows:

12 (1) That the employing broker has read the Decision which is
13 the basis for the issuance of a restricted license; and

14 (2) That the employing broker will carefully review all
15 transaction documents prepared by the restricted licensee and otherwise exercise close
16 supervision over the licensee's performance of acts for which a license is required.

17 d. PANNU shall, within nine (9) months from the effective date of
18 this Decision, present evidence satisfactory to the Real Estate Commissioner that PANNU has,
19 since the most recent issuance of an original or renewal real estate license, taken and successfully
20 completed the continuing education requirements as specified in subdivision (a) of Section
21 10170.5 of the Business and Professions Code. If PANNU fails to satisfy this condition, the
22 Commissioner shall order the suspension of the restricted license until PANNU presents such
23 evidence.

24 e. PANNU shall, within six (6) months from the effective date of
25 this Decision, take and pass the Professional Responsibility Examination administered by the
26 Department including the payment of the appropriate examination fee. If PANNU fails to
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1 satisfy this condition, PANNU's real estate license shall automatically be suspended until
2 PANNU passes the examination.

3 2. The restricted real estate salesperson license and license rights of
4 PANNU under the Real Estate Law are suspended for a period of sixty (60) days from the date
5 that PANNU, is issued his restricted real estate salesperson license; however, thirty (30) days
6 of said suspension shall be stayed upon condition that:

7 a. PANNU pays a monetary penalty pursuant to Section 10175.2 of
8 the Code at the rate of \$150.00 per day for thirty (30) days of the suspension for a total
9 monetary penalty of \$4,500.00.

10 b. Said payment shall be only in the form of a cashier's check or
11 certified check made payable to the Consumer Recovery Account of the Real Estate Fund. Said
12 check must be received by the Department prior to the effective date of the Decision in this
13 matter.

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

16 d. No further cause for disciplinary action against the real estate
17 license of Respondent occurs within four (4) years from the effective date of the Decision in this
18 matter.

19 e. PANNU's restricted real estate salesperson license shall be
20 actually suspended for the remaining thirty (30) days of the suspension.

21
22 3. If PANNU fails to pay the monetary penalty in accordance with the terms
23 and conditions of the Decision, the suspension shall go into effect automatically and remain in
24 effect until PANNU pays the monetary penalty in full.

25 4. If PANNU pays the monetary penalty, and if no further cause for
26 disciplinary action against the real estate license of PANNU occurs within four (4) years from
27 the effective date of the Decision, the stay hereby granted shall become permanent.

 5. All licenses and licensing rights of PANNU are indefinitely suspended

1 unless or he pays the sum of \$4,911.95, which is his share of the Commissioner's reasonable
2 cost of the investigation and enforcement which led to this disciplinary action. Said payment
3 shall be only in the form of a cashier's check or certified check made payable to the
4 Department of Real Estate. The investigative and enforcement costs must be delivered to the
5 Department of Real Estate, Legal Section at P.O. Box 137007, Sacramento, CA 95813-7007,
6 prior to the effective date of this Order.

7
8 8/3/20
9 DATED

Richard K. Uno
10 RICHARD K. UNO, Counsel III
11 DEPARTMENT OF REAL ESTATE

12 * * *

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

20 * * *

21
22 07/24/2020
23 DATED

24 by: Jaswant Singh Pannu
25 JASWANT SINGH PANNU
26 Respondent

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

7/26/2020

DATED



MARY E. WORK
Attorney for Respondent

The foregoing Stipulation and Agreement In Settlement and Order is hereby adopted by the Real Estate Commissioner as his Decision and Order and shall become effective at 12 o'clock noon on DEC 31 2020

IT IS SO ORDERED

9.25.20

DOUGLAS R. McCAULEY
REAL ESTATE COMMISSIONER

