

FILED

APR 03 2019

DEPARTMENT OF REAL ESTATE

By By dew

DEPARTMENT OF REAL ESTATE
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BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

In the Matter of the Accusation of) DRE NO. H-3195 FR
)
LAURA LYNN RABB-JANCOLA and)
JULIE H. GOODWIN,)
)
Respondents.) STIPULATION AND AGREEMENT
IN SETTLEMENT AND ORDER

It is hereby stipulated by and between LAURA LYNN RABB-JANCOLA (Respondent), represented by David Carnie and the Complainant, acting by and through Megan Lee Olsen, Counsel for the Department of Real Estate (Department); as follows for the purpose of settling and disposing of the Accusation filed on September 19, 2018, in this matter:

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 In Settlement and Order (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 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 and understands that by withdrawing said Notice of Defense they will thereby
5 waive their right to require the Real Estate Commissioner (Commissioner) to prove the
6 allegations in the Accusation at a contested hearing held in accordance with the provisions of the
7 APA and that they will waive other rights afforded to them in connection with the hearing such
8 as the right to present evidence in defense of the allegations in the Accusation and the right to
9 cross-examine witnesses.

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

16 5. It is understood by the parties that the Commissioner may adopt the
17 Stipulation as his Decision and Order in this matter, thereby imposing the penalty and sanctions
18 on Respondent's real estate licenses and license rights as set forth in the below "Order". In the
19 event that the Commissioner in his discretion does not adopt the Stipulation, it shall be void and
20 of no 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 Commissioner made pursuant to
24 this Stipulation shall not constitute an estoppel, merger, or bar to any further administrative or
25 civil proceedings by the Department of Real Estate with respect to any matters which were not
26 specifically alleged to be causes for Accusation in this proceeding.

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1 7. Respondent understands that by agreeing to this Stipulation, Respondent
2 agrees to pay, pursuant to Section 10106 of the Code, the cost of the investigation which resulted
3 in the violations found in the Determination of Issues. The amount of such costs is \$4,233.65.

4 DETERMINATION OF ISSUES

5 By reason of the foregoing stipulations, admissions and waivers, and solely for
6 the purpose of settlement of the pending Accusation without a hearing, it is stipulated and agreed
7 that the acts and/or omissions of Respondent, as described in the Accusation, constitute grounds
8 for the suspension or revocation of the licenses and license rights of Respondent under the
9 provisions of Sections 10177 (d) and 10177 (g) of the Code.

10 ORDER

11 All licenses and licensing rights of Respondent, under the Real Estate Law
12 are suspended for a period of thirty (30) days from the effective date of this Order; provided,
13 however, that:

14 1. Fifteen (15) days of said suspension shall be stayed, upon the condition
15 that Respondent petition pursuant to Section 10175.2 of the Code and pays a monetary penalty
16 pursuant to Section 10175.2 of the Code at a rate of \$50 for each day of the suspension for a total
17 monetary penalty of \$750.

18 a. Said payment shall be in the form of a cashier's check made
19 payable to the Department of Real Estate. Said check must be delivered to the Department of
20 Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the
21 effective date of this Order.

22 b. No further cause for disciplinary action against the real estate
23 license of Respondent occurs within two (2) years from the effective date of the decision in this
24 matter.

25 c. If Respondent fails to pay the monetary penalty as provided
26 above prior to the effective date of this Order, the stay of the suspension shall be vacated as to
27 Respondent and the order of suspension shall be immediately executed, under this Order, in

1 which event Respondent shall not be entitled to any repayment nor credit, prorated or otherwise,
2 for the money paid to the Department under the terms of this Order.

3 d. If Respondent pays the monetary penalty and any other moneys due
4 under this Stipulation and if no further cause for disciplinary action against the real estate license
5 of Respondent occurs within two (2) years from the effective date of this Order, the entire stay
6 hereby granted by this Order, as to Respondent, shall become permanent.

7 2. Fifteen (15) days of said suspension shall be stayed for two (2) years upon
8 the following terms and conditions:

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

11 b. That no final subsequent determination be made, after hearing or upon
12 stipulation, that cause for disciplinary action occurred within two (2) years from the effective
13 date of this Order. Should such a determination be made, the Commissioner may, in his
14 discretion, vacate and set aside the stay order and reimpose all or a portion of the stayed
15 suspension. Should no such determination be made, the stay imposed herein shall become
16 permanent.

17 3. All licenses and licensing rights of Respondent are indefinitely suspended
18 unless or until Respondent pays the sum of \$4,233.65 for the Commissioner's reasonable cost of
19 the investigation which led to this disciplinary action. Said payment shall be in the form of a
20 cashier's check made payable to the Department of Real Estate, Flag Section at P.O. Box
21 137013, Sacramento, CA 95813-7013, prior to the effective date of this Stipulation.

22
23 3/26/2019

24 DATED

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26 MEGAN LEE OLSEN, Counsel III
27 DEPARTMENT OF REAL ESTATE

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

Respondent and Respondent's attorney further agree to send the original signed Stipulation by mail to the following address no later than one (1) week from the date the Stipulation is signed by Respondent and Respondent's attorney: *Department of Real Estate, Legal Section, P.O. Box 137007, Sacramento, California 95813-7007*. Respondent and Respondent's attorney understand and agree that if they fail to return the original signed Stipulation by the due date, Complainant retains the right to set this matter for hearing.

2/6/2018
DATED


LAURA LYNN RABB-JANCOLA
Respondent

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

2/26/19
DATED


DAVID CARNIE
CARLSON LAW GROUP, INC.
Attorney for Respondent

1 The foregoing Stipulation and Agreement In Settlement and Order is hereby
2 adopted by the Real Estate Commissioner as his Decision and Order and shall become effective
3 at 12 o'clock noon on **APR 24 2019**

4 IT IS SO ORDERED March 26, 2019

5 DANIEL J. SANDRI
6 ACTING REAL ESTATE COMMISSIONER

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