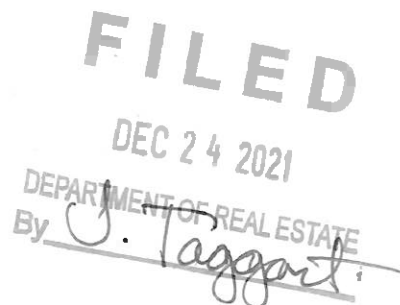


1 Department of Real Estate
2 P.O. Box 137007
3 Sacramento, CA 95813-7007

4 Telephone: (916) 576-8700
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7



8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA
10

11 * * *

12 In the Matter of the Accusation of)

13 JOHN PAUL CAMPAGNA,)

14 Respondent.)

No. H-6799 SAC

STIPULATION AND
AGREEMENT

15 It is hereby stipulated by and between JOHN PAUL CAMPAGNA
16 (CAMPAGNA), represented by David A. Diepenbrock, and the Complainant, acting by and
17 through Richard K. Uno, Counsel for the Department of Real Estate (Department), as follows for
18 the purpose of settling and disposing the Accusation filed on February 5, 2019, in this matter:

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

24 2. Respondent has received, read, and understand the Statement to
25 Respondent, DATED February 6, 2019, and the Discovery Provisions of the APA filed by the
26 Department in this proceeding.
27

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

10 4. This Stipulation and Agreement is based on the factual allegations
11 contained in the Accusation. In the interest of expediency and economy, Respondent choose not
12 to contest these allegations, without being admitted or denied, but to remain silent and
13 understand that, as a result thereof, these factual statements will serve as a prima facie basis for
14 the "Determination of Issues" and "Order" set forth below. The Commissioner shall not be
15 required to provide further evidence to prove such allegations.

16 5. This Stipulation and Agreement and Respondent's decision not to contest
17 the Accusation are made for the purpose of reaching an agreed disposition of this proceeding and
18 are expressly limited to this proceeding and any other proceeding or case in which the
19 Department is involved.

20 6. Respondent understands that by agreeing to this Stipulation,
21 CAMPAGNA agrees to pay, pursuant to Section 10106 of the Business and Professions Code
22 (Code), the cost of the investigation which resulted in the determination that CAMPAGANA
23 committed the violations found in the Determination of Issues. The amount of said costs is
24 \$6,338.67.

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

8. The Order or any subsequent Order of the Commissioner made pursuant to this Stipulation and Agreement shall not constitute an estoppel, merger or bar to any further administrative or civil proceedings by the Department with respect to any matters which were not specifically alleged in Accusation H-6799 SAC.

* * *

DETERMINATION OF ISSUES

By reason of the foregoing stipulations and waivers and solely for the purpose of settlement of the pending Accusation without a hearing, it is stipulated and agreed that the following determination of issues shall be made:

The acts and omissions of Respondent as described in in the Accusation are grounds for the suspension or revocation of Respondent's licenses and license rights under Sections 10148, 10166.02(b), 10166.07, 10177(d), 10177(g) AND 10232.3 of the Code.

* * *

ORDER

All licenses and licensing rights of CAMPAGNA under the Real Estate Law are suspended for a period of sixty (60) days from the effective date of this Order; provided, however, that:

1) Thirty (30) days of the 60-day suspension shall be stayed, upon the condition that CAMPAGNA petition pursuant to Section 10175.2 of the Code and pays a monetary penalty pursuant to Section 10175.2 of the Code at a rate of \$100 for each day of the suspension for a total monetary penalty of \$3,000.

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

b) No further cause for disciplinary action against the Real Estate licenses of CAMPAGNA occurring within two (2) years from the effective date of the decision in this matter.

c) If CAMPAGNA fails to pay the monetary penalty as provided above prior to the effective date of this Order, the stay of the first 30 days of the suspension shall be vacated as to CAMPAGNA and the order of suspension shall be immediately executed, under this Order, in which event the said CAMPAGNA shall not be entitled to any repayment nor credit, prorated or otherwise, for the money paid to the Department under the terms of this Order.

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

2) Thirty (30) days of said suspension shall be stayed for two (2) years upon the following terms and conditions:

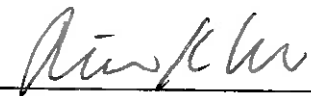
a) CAMPAGNA shall obey all laws, rules and regulations governing the rights, duties and responsibilities of a real estate licensee in the State of California; and,

b) That no final subsequent determination be made, after hearing or upon stipulation, that cause for disciplinary action occurred within two (2) years from the effective date of this

1 Order. Should such a determination be made, the Commissioner may, in his discretion, vacate
2 and set aside the stay order and reimpose all or a portion of the stayed suspension. Should no
3 such determination be made, the stay imposed herein shall become permanent.

4 3) All licenses and licensing rights of CAMPAGNA are indefinitely suspended unless or
5 until CAMPAGNA pays the sum of \$6,338.67 for the Commissioner's reasonable cost of the
6 investigation which led to this disciplinary action. Said payment shall be in the form of a
7 cashier's check made payable to the Department of Real Estate. The investigative and
8 enforcement costs must be delivered to the Department of Real Estate, Flag Section at P.O. Box
9 137013, Sacramento, CA 95813-7013, prior to the effective date of this Decision and Order.

10
11 11/24/01
12 DATED

11 
12 RICHARD K. UNO
13 Counsel for Complainant

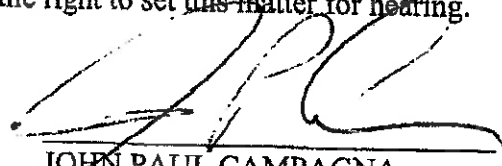
14 * * *

15 I have read the Stipulation and Agreement, discussed it with my counsel, and its
16 terms are understood by me and are agreeable and acceptable to me. I understand that I am
17 waiving rights given to me by the California Administrative Procedure Act; I willingly,
18 intelligently and voluntarily waive those rights, including the right of requiring the
19 Commissioner to prove the allegations in the Accusation at a hearing at which I would have the
20 right to cross-examine witnesses against me and to present evidence in defense and mitigation of
21 the charges.

22 Respondent and Respondent's attorney further agree to send the original signed
23 Stipulation by mail to the following address no later than one (1) week from the date the
24 Stipulation is signed by Respondent and Respondent's attorney: *Department of Real Estate,*
25 *Legal Section, P.O. Box 137007, Sacramento, California 95813-7007.* Respondent and
26
27

1 Respondent's attorney understand and agree that if they fail to return the original signed
2 Stipulation by the due date, Complainant retains the right to set this matter for hearing.

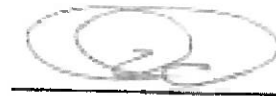
3
4 9/22/21
5 DATED


JOHN PAUL CAMPAGNA

6 ***

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

9 11/24/21
10 DATED

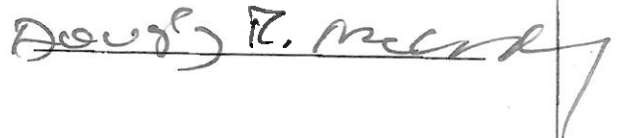

DAVID A. DIEPENBROCK
Attorney for Respondent

11 * * *

12 The foregoing Stipulation and Agreement is hereby adopted as my Decision and
13 Order and shall become effective at 12 o'clock noon on JAN 13 2022

14
15 IT IS SO ORDERED 12.17.21

16
17 DOUGLAS R. McCAULEY
18 REAL ESTATE COMMISSIONER

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