

FILED

JAN 31 2022

DEPARTMENT OF REAL ESTATE

By

1 DEPARTMENT OF REAL ESTATE

2 P. O. Box 137007

3 Sacramento, CA 95813-7007

4 Telephone: (916) 576-8700

5
6
7 BEFORE THE DEPARTMENT OF REAL ESTATE

8 STATE OF CALIFORNIA

9 * * *

10 In the Matter of the Accusation of:)

Case No. H-7006 SAC

11 DALE REGINALD PERRYMAN,)

STIPULATION AND AGREEMENT

12)
13 Respondent.)

IN SETTLEMENT AND ORDER

14 It is hereby stipulated by and between Respondent DALE REGINALD
15 PERRYMAN ("Respondent"), acting by and through Joseph W. Rose, counsel for Respondent,
16 and the Complainant, acting by and through Adriana Z. Badilas, Counsel for the Department of
17 Real Estate ("Department"), as follows for the purpose of settling and disposing of the
18 Accusation filed on February 22, 2021, 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
21 hearing was to be held in accordance with the provisions of the Administrative Procedure Act
22 ("APA"), shall instead and in place thereof be submitted solely on the basis of the provisions of
23 this Stipulation and Agreement In Settlement and Order ("Stipulation and Agreement").

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

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1 3. On March 3, 2021, Respondent filed a Notice of Defense pursuant to
2 Section 11505 of the Government Code for the purpose of requesting a hearing on the
3 allegations made in the Accusation. Respondent hereby freely and voluntarily withdraw said
4 Notice of Defense. Respondent acknowledges that he understands that by withdrawing said
5 Notice of Defense he will waive his rights to require the Commissioner to prove the allegations
6 in the Accusation at a contested hearing held in accordance with the provisions of the APA and
7 that he will waive other rights afforded to him in connection with the hearing such as the right
8 to present evidence in defense of the allegations in the Accusation and the right to cross-
9 examine witnesses.

10 4. Respondent, pursuant to the limitations set forth below, hereby admits that
11 the factual allegations or findings of fact as set forth in the Accusation filed in this proceeding
12 are true and correct and the Real Estate Commissioner shall not be required to provide further
13 evidence of such allegations.

14 5. This Stipulation and Agreement is made for the purpose of reaching an
15 agreed disposition of this proceeding and is expressly limited to this proceeding and any other
16 proceeding or case in which the Department, the state or federal government, any agency of
17 this state, or an agency of another state is involved.

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

25 7. The Order or any subsequent Order of the Real Estate Commissioner made
26 pursuant to this Stipulation and Agreement shall not constitute an estoppel, merger or bar to
27 any further administrative or civil proceedings by the Department of Real Estate with respect

1 to any matters which were not specifically alleged to be causes for accusation in this
2 proceeding.

3 DETERMINATION OF ISSUES

4 By reason of the foregoing stipulations, admissions, and waivers, and solely for
5 the purpose of settlement of the pending Accusation without further proceedings, it is stipulated
6 and agreed that the following Determination of Issues shall be made:

7 1. The acts and/or omissions of Respondent, as described in the Accusation, are
8 grounds for the suspension or revocation of the licenses and license rights of Respondent under
9 the provisions of Sections 10130, 10162, 10177(d), and 10177(g) of the Code, and Sections
10 2831.1, 2831.2, 2832, and 2834 of Title 10, California Code of Regulations ("Regulations").

11 ORDER

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

15 1. Fifteen (15) days of said suspension shall be stayed, upon the condition that
16 Respondent petitions pursuant to Section 10175.2 of the Code and pays a monetary penalty
17 pursuant to Section 10175.2 of the Code at a rate of \$100 for each day of the suspension for a
18 total monetary penalty of \$1,500

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

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

26 c) If Respondent fails to pay the monetary penalty as provided above prior to the
27 effective date of this Order, the stay of the suspension shall be vacated as to

1 Respondent and the order of suspension shall be immediately executed, under
2 this Order, in which event Respondent shall not be entitled to any repayment
3 nor credit, prorated or otherwise, for the money paid to the Department under
4 the terms of this Order.

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

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

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

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

21 3. All licenses and licensing rights of Respondent are indefinitely suspended
22 unless or until Respondent pays the sum of \$3,404.20 for the Commissioner's reasonable cost of
23 the investigation and enforcement which led to this disciplinary action. Said payment shall be in
24 the form of a cashier's check or certified check made payable to the Department of Real Estate.
25 The investigative and enforcement costs must be delivered to the Department of Real Estate,
26 Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective date of this
27 Order.

1 4. Respondent shall pay the sum of \$4,207.00 for the Commissioner's cost of
2 the audit that led to this disciplinary action. Respondent shall pay such cost within sixty (60)
3 days of receiving an invoice therefore from the Commissioner. The Commissioner shall
4 indefinitely suspend all licenses and licensing rights of Respondent pending a hearing held in
5 accordance with Section 11500, et seq., of the Government Code, if payment is not timely
6 made as provided for herein, or as provided for in a subsequent agreement between Respondent
7 and the Commissioner. The suspension shall remain in effect until payment is made in full or
8 until Respondent enter into an agreement satisfactory to the Commissioner to provide for
9 payment, or until a decision providing otherwise is adopted following a hearing held pursuant
10 to this condition.

11
12
13 12/03/21

14 DATED



ADRIANA Z. BADILAS, Counsel
Department of Real Estate

15 * * *

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

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

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

12/2/2021

DATED



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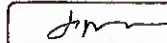
DALE REGINALD PERRYMAN

Respondent

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

12/2/2021

DATED



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JOSEPH W. ROSE

Attorney for Respondent

The foregoing Stipulation and Agreement is hereby adopted as my Decision in this matter and shall become effective at 12 o'clock noon on FEB 21 2022.

IT IS SO ORDERED 1.14.22, 2021.

REAL ESTATE COMMISSIONER



DOUGLAS R. McCAULEY