In the Matter of the Statement of Issues
Against:

DUSTIN MAGGETTI
Furniture and Bedding Retailer License
Respondent.

DEcision AND ORDER

The attached Stipulated Settlement and Disciplinary Order is hereby adopted by the
Director of Consumer Affairs and the Bureau of Electronic and Appliance Repair, Home
Furnishings and Thermal Insulation as the Decision and Order in the above entitled matter.

This Decision shall become effective on October 19, 2017.

It is so ORDERED September 18, 2017.

RYAN MARCROFT
Deputy Director
Legal Affairs Division
Department of Consumer Affairs
BEFORE THE
DEPARTMENT OF CONSUMER AFFAIRS
FOR THE BUREAU OF ELECTRONIC AND APPLIANCE REPAIR, HOME
FURNISHINGS AND THERMAL INSULATION
STATE OF CALIFORNIA

In the Matter of the Statement of Issues
Against:

DUSTIN MAGGETTI
Furniture and Bedding Retailer License
Applicant

Case No. AN 2016-183

STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER

IT IS HEREBY STIPULATED AND AGREED by and between the parties to the above-
entitled proceedings that the following matters are true:

PARTIES

1. Dale Chasse (Complainant) is the Acting Bureau Chief of the Bureau of Electronic
and Appliance Repair, Home Furnishings and Thermal Insulation (Bureau). He brought this
action solely in his official capacity and is represented in this matter by Xavier Becerra, Attorney

2. Respondent Dustin Maggetti (Respondent) is representing himself in this proceeding
and has chosen not to exercise his right to be represented by counsel.
3. On or about December 30, 2015, Respondent filed an application dated November 20, 2015, with the Bureau to obtain a Furniture and Bedding Retailer License.

JURISDICTION

4. Statement of Issues No. AN 2016-183 (Statement of Issues) was filed before the Director of the Department of Consumer Affairs (Director), and is currently pending against Respondent. The Statement of Issues and all other statutorily required documents were properly served on Respondent on April 13, 2017.

5. A copy of the Statement of Issues is attached as exhibit A and incorporated herein by reference.

ADVISEMENT AND WAIVERS

6. Respondent has carefully read, and understands the charges and allegations in the Statement of Issues. Respondent has also carefully read, and understands the effects of this Stipulated Settlement and Disciplinary Order.

7. Respondent is fully aware of his legal rights in this matter, including the right to a hearing on the charges and allegations in the Statement of Issues; the right to be represented by counsel at his own expense; the right to confront and cross-examine the witnesses against him; the right to present evidence and to testify on his own behalf; the right to the issuance of subpoenas to compel the attendance of witnesses and the production of documents; the right to reconsideration and court review of an adverse decision; and all other rights accorded by the California Administrative Procedure Act and other applicable laws.

8. Respondent voluntarily, knowingly, and intelligently waives and gives up each and every right set forth above.

CULPABILITY

9. Respondent admits the truth of each and every charge and allegation in the Statement of Issues.

10. Respondent agrees that his Application for a Furniture and Bedding Retailer License is subject to denial and he agrees to be bound by the Director's probationary terms as set forth in the Disciplinary Order below.
11. This stipulation shall be subject to approval by the Director or the Director's designee. Respondent understands and agrees that counsel for Complainant and the staff of the Bureau of Electronic and Appliance Repair, Home Furnishings and Thermal Insulation may communicate directly with the Director and staff of the Department of Consumer Affairs regarding this stipulation and settlement, without notice to or participation by Respondent. By signing the stipulation, Respondent understands and agrees that he may not withdraw his agreement or seek to rescind the stipulation prior to the time the Director considers and acts upon it. If the Director fails to adopt this stipulation as the Decision and Order, the Stipulated Settlement and Disciplinary Order shall be of no force or effect, except for this paragraph, it shall be inadmissible in any legal action between the parties, and the Director shall not be disqualified from further action by having considered this matter.

12. The parties understand and agree that Portable Document Format (PDF) and facsimile copies of this Stipulated Settlement and Disciplinary Order, including PDF and facsimile signatures thereto, shall have the same force and effect as the originals.

13. This Stipulated Settlement and Disciplinary Order is intended by the parties to be an integrated writing representing the complete, final, and exclusive embodiment of their agreement. It supersedes any and all prior or contemporaneous agreements, understandings, discussions, negotiations, and commitments (written or oral). This Stipulated Settlement and Disciplinary Order may not be altered, amended, modified, supplemented, or otherwise changed except by a writing executed by an authorized representative of each of the parties.

14. In consideration of the foregoing admissions and stipulations, the parties agree that the Director may, without further notice or formal proceeding, issue and enter the following Disciplinary Order:

**DISCIPLINARY ORDER**

IT IS HEREBY ORDERED that Respondent Dustin Maggetti that Furniture and Bedding Retailer License will be issued and immediately revoked. The revocation will be stayed and the Respondent placed on three (3) years probation on the following terms and conditions.
1. **Obey All Laws.** Comply with all statutes, regulations and rules governing home furnishings and thermal insulation.

2. **Comply with Probation.** Respondent shall fully comply with the probation program established by the Bureau and shall cooperate with the representatives of the Bureau.

3. **Quarterly Reports.** Respondent shall submit quarterly reports under penalty of perjury, in a form required by the Bureau. The reports shall certify and document compliance with all the conditions of probation.

4. **License During Probation.** Respondent shall, at all times while on probation, maintain an active current license with the Bureau, including any period during which suspension or probation is tolled.

   Should Respondent’s license, by operation of law or otherwise, expire, upon renewal or reinstatement Respondent’s license shall be subject to any and all terms of this probation not previously satisfied.

5. **Personal Appearances.** Report, by personal appearance of Respondent or Respondent’s authorized representative, to the Bureau, but no more frequently than each quarter, on the methods used and success achieved in maintaining compliance with the terms and conditions of probation.

6. **Random Inspections.** Provide Bureau representatives unrestricted access to inspect all business locations and records, including, but not limited to plants, factories, retail stores, and so forth.

7. **Tolling.** Respondent’s probation is tolled, if and when he fails to own and operate a Bureau-licensed business in California. Respondent must provide written notice to the Bureau within 15 days of any such change of license status.

8. **Violation of Probation.** If a Respondent violates the conditions of his probation, the Bureau, after giving the Respondent notice and an opportunity to be heard, may set aside the stay order and impose the stayed discipline revocation of the Respondent’s license.

   If during the period of probation, an accusation or petition to revoke probation has been filed against Respondent’s license or the Attorney General’s Office has been requested to prepare
an accusation or petition to revoke probation against the Respondent's license, the probationary period shall automatically be extended and shall not expire until the accusation or petition has been acted upon by the Bureau. Upon successful completion of probation, the Respondent's license shall be fully restored.
ACCEPTANCE

I have carefully read the Stipulated Settlement and Disciplinary Order. I understand the stipulation and the effect it will have on my Furniture and Bedding Retailer License. I enter into this Stipulated Settlement and Disciplinary Order voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order of the Director of Consumer Affairs.

DATED: 7/12/17

DUSTIN MAGGETTI
Respondent

ENDORSEMENT

The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully submitted for consideration by the Director of Consumer Affairs

Respectfully submitted,

XAVIER BECERRA
Attorney General of California
DIANN SOKOLOFF
Supervising Deputy Attorney General

GEOFFREY S. ALLEN
Deputy Attorney General

Attorneys for Complainant

STIPULATED SETTLEMENT (AN 2016-183)