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FILED
MAR 10 2026
DEPARTMENT OF REAL ESTATE
By J. Targat

8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of)
12 LEVON DOUGLAS BARRISON, INC.)
13)
14 And)
15 LEVON DOUGLAS BARRISON, individually)
16 and as designated officer of Levon Douglas)
17 Barrison, Inc.)
18 Respondents.)

DRE No. H-3587 FR
OAH No. 2025090713

STIPULATION AND
AGREEMENT IN SETTLEMENT
AND ORDER

19 It is hereby stipulated by and between Respondent LEVON DOUGLAS
20 BARRISON, INC. and Respondent LEVON DOUGLAS BARRISON (collectively
21 “Respondents”), acting by and through their attorney, Joshua A. Rosenthal of Hargrave
22 Rosenthal APC, and the Department of Real Estate (“Department” or “Complainant”), acting by
23 and through Taylor Herrlinger, Counsel for the Department of Real Estate, as follows for the
24 purpose of settling and disposing of the Accusation filed on February 18, 2025 (“Accusation”),
25 in this matter:

26 1. All issues which were to be contested and all evidence which was to be
27 presented by Complainant and Respondents at a formal hearing on the Accusation, which

1 hearing was to be held in accordance with the provisions of the Administrative Procedure Act
2 (“APA”), shall instead and in place thereof be submitted solely on the basis of the provisions of
3 this Stipulation and Agreement (“Stipulation”).

4 2. Respondents have received, read and understand the Statement to Respondent,
5 the Discovery Provisions of the APA and the Accusation filed by the Department in this
6 proceeding.

7 3. Respondents filed a Notice of Defense pursuant to Section 11506 of the
8 Government Code for the purpose of requesting a hearing on the allegations in the Accusation.
9 Respondents hereby freely and voluntarily withdraw said Notice of Defense. Respondents
10 acknowledge that they understand that by withdrawing said Notice of Defense they thereby
11 waive their right to require the Commissioner to prove the allegations in the Accusation at a
12 contested hearing held in accordance with the provisions of the APA and that they will waive
13 other rights afforded to them in connection with the hearing such as the right to present evidence
14 in their defense, and their right to cross-examine witnesses.

15 4. This Stipulation is based on the factual allegations contained in the Accusation
16 filed in this proceeding. In the interest of expedience and economy, Respondents choose not to
17 contest these factual allegations, but to remain silent and understand that, as a result thereof,
18 these factual statements will serve as a prima facie basis for the disciplinary action stipulated to
19 herein. The Real Estate Commissioner shall not be required to provide further evidence to prove
20 such allegations.

21 5. This Stipulation is made for the purpose of reaching an agreed disposition of
22 this proceeding and is expressly limited to this proceeding and not any other proceeding or case
23 in which the Department, or another licensing agency of this state, another state, or the federal
24 government is involved, and otherwise shall not be admissible in any criminal or civil
25 proceeding.

26 6. It is understood by the parties that the Real Estate Commissioner may adopt
27 this Stipulation as her Decision in this matter, thereby imposing the penalty and sanctions on

1 Respondents' real estate licenses and license rights as set forth in the below "Order." In the
2 event that the Commissioner in her discretion does not adopt the Stipulation, the Stipulation shall
3 be void and of no effect and Respondents shall retain the right to a hearing and proceed on the
4 Accusation under the provisions of the APA and shall not be bound by any stipulation or waiver
5 made herein.

6 7. The Order or any subsequent Order of the Real Estate Commissioner made
7 pursuant to this Stipulation shall not constitute an estoppel, merger or bar to any further
8 administrative or civil proceedings by the Department with respect to any matters which were
9 not specifically alleged to be causes for accusation in this proceeding.

10 **DETERMINATION OF ISSUES**

11 By reason of the foregoing, and solely for the purpose of settlement of the
12 pending Accusation without a hearing, it is stipulated and agreed that the following
13 Determination of Issues shall be made:

14 The conduct, acts or omissions of Respondents LEVON DOUGLAS
15 BARRISON, INC. and LEVON DOUGLAS BARRISON, as set forth in the Accusation, are in
16 violation of California Business and Professions Code ("Code") Section 10145, and are a basis
17 for discipline of Respondent LEVON DOUGLAS BARRISON, INC.'s and LEVON DOUGLAS
18 BARRISON's licenses and licensing rights pursuant to Code sections 10177(d), 10177(g), and
19 10177(h).

20 **ORDER**

21 **WHEREFORE, THE FOLLOWING ORDER is hereby made:**

22 **(STAYED SUSPENSION)**

23 I.

24 All licenses and licensing rights of Respondents LEVON DOUGLAS
25 BARRISON, INC. and LEVON DOUGLAS BARRISON under the Real Estate Law are each
26 suspended for a period of sixty (60) days from the effective date of this Order; provided,
27 however, that:

1 1. Thirty (30) days of said suspensions shall be stayed upon the following terms
2 and conditions:

3 a. Respondent LEVON DOUGLAS BARRISON, INC and LEVON
4 DOUGLAS BARRISON shall obey all laws, rules and regulations governing the rights, duties
5 and responsibilities of a real estate licensee in the State of California; and

6 b. That no final subsequent determination be made, after hearing or upon
7 stipulation, that cause for disciplinary action occurred within two (2) years of the effective date
8 of this Decision. Should such a determination be made, the Commissioner may, in her
9 discretion, vacate and set aside the stay order and reimpose all or a portion of the stayed
10 suspension. Should no such determination be made, the stay imposed herein shall become
11 permanent.

12 2. The remaining thirty (30) days of said suspensions shall be stayed upon the
13 following condition:

14 a. LEVON DOUGLAS BARRISON, INC and LEVON DOUGLAS
15 BARRISON petition pursuant to Section 10175.2 of the Code, and each pay a monetary penalty
16 pursuant to Section 10175.2 of the Code at a rate of \$50 for each day of the suspensions for a
17 total monetary penalty of \$3,000.00. or \$1,500.00, respectively. Said payment shall be in the
18 form of a cashier's check made payable to the Department of Real Estate and delivered to the
19 Department of Real Estate, Flag Section, 651 Bannon Street, Suite 504, Sacramento, California
20 95811.

21 b. If LEVON DOUGLAS BARRISON, INC. or LEVON DOUGLAS
22 BARRISON fail to pay their respective monetary penalty as provided above prior to the effective
23 date of this Order, the stay of suspension shall be vacated as to LEVON DOUGLAS
24 BARRISON, INC. or LEVON DOUGLAS BARRISON, respectively, and the order of
25 suspension shall be immediately executed, under this Order, in which event LEVON DOUGLAS
26 BARRISON, INC. or LEVON DOUGLAS BARRISON shall not be entitled to any repayment
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1 nor credit, prorated or otherwise, for the money paid to the Department under the terms of this
2 Order.

3 c. That no final subsequent determination be made, after hearing or upon
4 stipulation, that cause for disciplinary action occurred within two (2) years of the effective date
5 of this Decision. Should such a determination be made, the Commissioner may, in her
6 discretion, vacate and set aside the stay order and reimpose all or a portion of the stayed
7 suspension. Should no such determination be made, the stay imposed herein shall become
8 permanent.

9 **(AUDIT COSTS)**

10 II.

11 Pursuant to Code section 10148, Respondents LEVON DOUGLAS BARRISON,
12 INC. and LEVON DOUGLAS BARRISON, jointly and severally, shall pay the Commissioner's
13 reasonable costs for the audit which led to this disciplinary action in the amount of \$5,679.25.
14 Respondents shall pay such costs within sixty (60) days of receiving an invoice therefor from the
15 Commissioner. Payment of the audit costs should not be made until Respondents receive the
16 invoice. If Respondents fail to satisfy this condition in a timely manner as provided for herein,
17 Respondents' real estate licenses shall automatically be suspended until payment is made in full,
18 or until a decision providing otherwise is adopted following a hearing held pursuant to this
19 condition.

20 **(SUBSEQUENT AUDIT COSTS)**

21 III.

22 Pursuant to Code section 10148, Respondents LEVON DOUGLAS BARRISON,
23 INC. and LEVON DOUGLAS BARRISON, jointly and severally, shall pay the Commissioner's
24 reasonable costs, not to exceed \$7,099.06, for a subsequent audit to determine if Respondents
25 LEVON DOUGLAS BARRISON, INC. and LEVON DOUGLAS BARRISON have corrected
26 the violations found in the Determination of Issues. In calculating the amount of the
27 Commissioner's reasonable costs, the Commissioner may use the estimated average hourly

1 salary for all persons performing audits of real estate brokers, and shall include an allocation for
2 travel time to and from the auditor's place of work. Respondents shall pay such costs within
3 sixty (60) days of receiving an invoice therefor from the Commissioner. If Respondents fail to
4 satisfy this condition in a timely manner as provided for herein, Respondents' real estate licenses
5 shall automatically be suspended until payment is made in full, or until a decision providing
6 otherwise is adopted following a hearing held pursuant to this condition.

7 **(INVESTIGATION AND ENFORCEMENT COSTS)**

8 IV.

9 All licenses and license rights of Respondents LEVON DOUGLAS BARRISON,
10 INC. and LEVON DOUGLAS BARRISON are indefinitely suspended, unless or until
11 Respondents, jointly and severally, pay the sum of \$2,473.85 for the Commissioner's reasonable
12 costs of the investigation and enforcement that led to this disciplinary action. Said payment shall
13 be in the form of a cashier's check made payable to the Department of Real Estate. The
14 investigative and enforcement costs must be delivered to the Department of Real Estate, Flag
15 Section at 651 Bannon Street, Suite 504, Sacramento, CA 95811, **prior to the effective date of**
16 **this Decision and Order.** Payment of investigation and enforcement costs should not be made
17 until the Stipulation has been approved by the Commissioner.

18
19 DATED: January 12, 2026

Taylor Herrlinger

Taylor Herrlinger, Counsel for
Department of Real Estate

21 * * *

22 **EXECUTION OF THE STIPULATION**


23 Respondents have read the Stipulation, discussed it with their counsel, and its
24 terms are understood by Respondents and are agreeable and acceptable to Respondents.
25 Respondents understand that Respondents are waiving rights given to them by the California
26 Administrative Procedure Act (including but not limited to Sections 11506, 11508, 11509 and
27

1 11513 of the Government Code), and Respondents willingly, intelligently and voluntarily waive
2 those rights, including the right of requiring the Commissioner to prove the allegations in the
3 Accusation at a hearing at which Respondents would have the right to cross-examine witnesses
4 against them and to present evidence in defense and mitigation of the charges.

5 Respondents agree, acknowledge, and understand that Respondents cannot
6 rescind or amend this Stipulation and Agreement. By signing this Stipulation, Respondents
7 understand and agree that Respondents may not withdraw Respondents' agreement or seek to
8 rescind the Stipulation prior to the time the Commissioner considers and acts upon it or prior to
9 the effective date of the Stipulation and Order.


10 Respondents can signify acceptance and approval of the terms and conditions of
11 this Stipulation and Agreement by electronically e-mailing a copy of the signature page, as
12 actually signed by Respondents, to the Department. Respondents agree, acknowledge, and
13 understand that by electronically sending to the Department an electronic copy of Respondents'
14 actual signatures, as they appear on the Stipulation, that receipt of the emailed copy by the
15 Department shall be as binding on Respondents as if the Department had received the original
16 signed Stipulation. Alternatively, Respondents can signify acceptance and approval of the terms
17 and conditions of this Stipulation and Agreement by mailing the original signed Stipulation and
18 Agreement to: Taylor Herrlinger, Department of Real Estate, 651 Bannon Street, Suite 507,
19 Sacramento, California 95811.

20
21 Dated: 1/12/26



LEVON DOUGLAS BARRISON, INC.,
by and through Levon Douglas Barrison,
Respondent

24
25 Dated: 1/12/26



LEVON DOUGLAS BARRISON,
Respondent

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Dated: 1/12/26

Joshua Rosenthal
Joshua A. Rosenthal, Esq.,
Counsel for Respondent

* * *

The foregoing Stipulation and Agreement is hereby adopted as my Decision as to Respondents LEVON DOUGLAS BARRISON, INC. and LEVON DOUGLAS BARRISON, and shall become effective at 12 o'clock noon on MAR 30 2026.

IT IS SO ORDERED 2/26/2026.

CHIKA SUNQUIST
REAL ESTATE COMMISSIONER
Marcus L. McCarther

By: Marcus L. McCarther
Chief Deputy Real Estate Commissioner