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**FILED**

FEB 06 2025

DEPT. OF REAL ESTATE

By \_\_\_\_\_

BEFORE THE DEPARTMENT OF REAL ESTATE  
STATE OF CALIFORNIA

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In the Matter of the Accusation of

BRIAN WILLIAM McDONNELL,

Respondent.

DRE Case No. H-05260-SD

**STIPULATION AND AGREEMENT**

It is hereby stipulated and agreed by and between Respondent BRIAN WILLIAM McDONNELL ("Respondent" or "McDONNELL") and his attorney of record, Carlos Meza, Esq., and the Complainant, acting by and through Laurence Haveson, Counsel for the Department of Real Estate ("Department"), as follows for the purpose of settling and disposing of the Accusation filed on December 1, 2021 ("Accusation") 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 ("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.

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1           3.       On December 20, 2021, Respondent filed a Notice of Defense pursuant to section  
2       11506 of the Government Code for the purpose of requesting a hearing on the allegations in the  
3       Accusation. Respondent hereby freely and voluntarily withdraws his Notice of Defense. Respondent  
4       acknowledges that he understands that by withdrawing his Notice of Defense, Respondent will  
5       thereby waive his 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 Respondent will waive other rights afforded to him 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 cross-  
9       examine witnesses.

10           4.       This Stipulation is based on the allegations contained in the Accusation. In the interest  
11       of expedience and economy, Respondent chooses not to contest these allegations, but to remain silent  
12       and understands that, as a result thereof, these factual allegations, without being admitted, will serve  
13       as a prima facie basis for the disciplinary action stipulated to herein. The Real Estate Commissioner  
14       shall not be required to provide further evidence to prove said factual allegations.

15           5.       This Stipulation and Respondent's decision not to contest the Accusation are made  
16       for the purpose of reaching an agreed settlement of this proceeding and are expressly limited to this  
17       proceeding and any other proceeding or case brought by the Department, or another agency of this  
18       state, another state, or the federal government, and otherwise shall not be admissible in any criminal  
19       or civil proceedings.

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

26           7.       The Order or any subsequent Order of the Commissioner made pursuant to this  
27       Stipulation shall not constitute an estoppel, merger, or bar to any further administrative or civil

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1 proceedings by the Department with respect to any matters which were not specifically alleged to be  
2 causes for the Accusation in this proceeding.

3 8. Respondent understands that by agreeing to this Stipulation, Respondent agrees to  
4 pay, pursuant to Business and Professions Code Section 10106, the cost of the investigation and  
5 enforcement of this matter. The amount of the investigation costs is \$1,969.75 and the amount of the  
6 enforcement costs is \$1,022.40, for a total of \$2,992.15.

7 DETERMINATION OF ISSUES

8 By reason of the foregoing stipulations, admissions, and waivers, and solely for the purpose  
9 of settlement of the pending Accusation without a hearing, it is stipulated and agreed that the  
10 following Determination of Issues shall be made:

11 The conduct, acts, and/or omissions of Respondent as described in the Accusation, constitute  
12 cause for the suspension or revocation of all real estate licenses and license rights of Respondent  
13 under California Business and Professions Code ("Code") sections 10166.051(a), 10166.051(b),  
14 10176(b), and 10176(i), and 10177(d) and/or 10177(g).

15 ORDER

16 I.

17 All licenses and licensing rights of Respondent McDONNELL under the Real Estate Law are  
18 suspended for a period of ninety (90) days from the effective date of this Decision and Order;  
19 provided, however, that ninety (90) days of said suspension shall be stayed for two (2) years upon  
20 the following terms and conditions:

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

23 2. That no final subsequent determination be made, after hearing or upon stipulation,  
24 that cause of disciplinary action occurred within two (2) years from the effective date of this Decision  
25 and Order. Should such a determination be made, the Commissioner may, in her discretion, vacate  
26 and set aside the stay order and reimpose all or a portion of the stayed suspension. Should no such  
27 determination be made, the stay imposed herein shall become permanent.

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1           3.       Respondent shall pay the sum of \$2,992.15 for the Commissioner's reasonable cost  
2 of the investigation and enforcement which led to this disciplinary action **within one-hundred and**  
3 **eighty (180) days from the effective date of this Decision and Order.** Said payment shall be in the  
4 form of a cashier's check made payable to the Department of Real Estate. **The investigative and**  
5 **enforcement costs must be delivered to the Department of Real Estate, Flag Section at 651**  
6 **Bannon Street, Suite 504, Sacramento, CA 95811. Payment of investigation and enforcement**  
7 **costs should not be made until the Stipulation has been approved by the Commissioner.** If  
8 Respondent fails to satisfy this condition in a timely manner as provided for herein, Respondent's  
9 real estate license shall automatically be suspended until payment is made in full, or until a decision  
10 providing otherwise, is adopted following a hearing held pursuant to this condition.

11  
12 DATED: 11/21/2024

13 Laurence D. Haveson  
14 Counsel for Complainant

15 \* \* \*

16 EXECUTION OF THE STIPULATION

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

24 Respondent can signify acceptance and approval of the terms and conditions of this  
25 Stipulation by causing the Stipulation to be e-mailed with Respondent's digital signature to Laurence  
26 Haveson, Real Estate Counsel at Laurence.Haveson@dre.ca.gov, or by sending a hard copy of the  
27 original signed signature page of the Stipulation herein to Laurence D. Haveson, Department of Real  
28 Estate, Legal Section, 320 W. Fourth St., Suite 350, Los Angeles, CA 90013-1105. In the event of  
time constraints before an administrative hearing, Respondent can signify acceptance and approval

1 of the terms and conditions of this Stipulation and Agreement by faxing or e-mailing a scanned copy  
2 of the signature page, as actually signed by Respondent, to the Department counsel assigned to this  
3 case. Respondent agrees, acknowledges, and understands that by electronically sending the  
4 Stipulation and Agreement to the Department with Respondent's digital signatures or a scan of  
5 Respondent's actual signature as it appears on the Stipulation and Agreement, that receipt of the  
6 Stipulation and Agreement with Respondent's digital signatures or a scan of his actual signature by  
7 the Department shall be as binding on Respondent as if the Department had received the original  
8 signed Stipulation and Agreement. By signing this Stipulation and Agreement, Respondent  
9 understands and agrees that Respondent may not withdraw his agreement or seek to rescind the  
10 Stipulation and Agreement prior to the time the Commissioner considers and acts upon it or prior to  
11 the effective date of the Stipulation and Order.

12 MAILING

13 In the event that Respondent declines to digitally sign the Stipulation, Respondent shall,  
14 within five (5) business days from signing the Stipulation, mail the original signed signature page(s)  
15 of the Stipulation herein to Laurence Haveson, Attention: Legal Section, Department of Real Estate,  
16 320 W. Fourth St., Room 350, Los Angeles, California 90013-1105.

17 Respondent's signature below constitutes acceptance and approval of the terms and  
18 conditions of this Stipulation. Respondent agrees, acknowledges, and understands that by signing  
19 this Stipulation Respondent is bound by its terms as of the date of such signature and that this  
20 agreement is not subject to rescission or amendment at a later date except by a separate Decision  
21 and Order of the Real Estate Commissioner.

22  
23 DATED: 11/22/2024

  
Respondent BRIAN WILLIAM McDONNELL

24  
25 DATED: 11/22/2024

  
Carlos Meza  
Attorney for Respondent BRIAN WILLIAM McDONNELL  
*Approved as to Form*

1 \* \* \*

2 The foregoing Stipulation and Agreement in Settlement and Order is hereby adopted by me  
3 as my Decision in this matter and shall become effective at 12 o'clock noon on  
4 February 25, 2025.

5 IT IS SO ORDERED 4/5/2025

6  
7 CHIKA SUNQUIST  
8 REAL ESTATE COMMISSIONER  
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10 By: Marcus L. McCarther  
11 Chief Deputy Real Estate Commissioner  
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