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FILED

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DEPT. OF REAL ESTATE

By [REDACTED]

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of

No. H-05775-SD

UTOPIA MANAGEMENT INC;
ROBERT ALLEN SCHLESIER,
individually and as designated officer of
Utopia Management Inc; and RYAN
MAXWELL DONIGAN,

ACCUSATION

Respondents.

Complainant, Veronica Kilpatrick, a Supervising Special Investigator for the Department of Real Estate ("Department" or "DRE") of the State of California, acting in her official capacity as a Supervising Special Investigator, makes this Accusation against the following Respondents: UTOPIA MANAGEMENT INC ("UMI"), ROBERT ALLEN SCHLESIER ("SCHLESIER"), individually and as designated officer of UMI, and RYAN MAXWELL DONIGAN ("DONIGAN"), collectively "Respondents." Complainant, for cause of Accusation against Respondents, is informed and alleges in her official capacity as follows:

1. All references to the "Code" are to the California Business and Professions Code and all references to "Regulation" or "Regulations" are to Title 10, Chapter 6 of the California Code of Regulations.

LICENSE HISTORY

2. UMI has been licensed as a real estate corporation ("REC"), DRE real estate license identification number ("License ID") 01197438, from on or about June 1, 1995, to the present, with

1 UMI's license scheduled to expire on or about May 21, 2027, unless renewed. UMI has been
2 licensed through the real estate broker ("REB") license of SCHLESIER, License ID 00830296, from
3 on or about June 1, 1995, to the present, and SCHLESIER is UMI's designated officer ("D.O.").
4 According to DRE records to date, UMI currently maintains 33 branch offices, employs six (6)
5 broker associates, and 34 real estate salespersons, and maintains the following 10 active fictitious
6 business names ("dba(s)"), licensed with the DRE:

- 7 a. Utopia Management, active as of March 30, 2005;
- 8 b. Utopia Mortgage, active as of March 20, 2002;
- 9 c. Utopia Mortgage & Real Estate, active as of March 30, 2005;
- 10 d. Utopia Mortgage And Real Estate, active as of January 2, 2003;
- 11 e. Utopia Property Management, active as of July 22, 2020;
- 12 f. Utopia Real Estate, active as of March 20, 2002
- 13 g. Utopia Real Estate & Mortgage, active as of March 30, 2005;
- 14 h. Utopia Real Estate and Mortgage, active as of March 30, 2005;
- 15 i. Utopia Realty, active as of August 31, 2007;
- 16 j. Watergate Sales Company, active as of July 22, 2020.

17 3. SCHLESIER has been licensed as a REB, License ID 00830296, from on or about
18 April 12, 1994, to the present, with SCHLESIER's license scheduled to expire on or about April 11,
19 2026, unless renewed. SCHLESIER is currently the D.O. for UMI and Utopia Lending, Inc., License
20 ID 01346229. SCHLESIER has a mortgage loan originator license ("MLO") endorsement from the
21 DRE, and is licensed through the Nationwide Multistate Licensing System & Registry ("NMLS"),
22 NMLS No. 172936. SCHLESIER was previously licensed as a real estate salesperson ("RES") from
23 on or about December 31, 1981, to on or about April 11, 1994.

24 4. DONIGAN has been licensed as a RES, License ID 01456505, from on or about
25 October 6, 2004, through the present, with DONIGAN's license scheduled to expire on or about
26 October 18, 2025, unless renewed. According to DRE records to date, DONIGAN has been retained
27 by UMI, and his RES license has been affiliated with UMI's REC license, from on or about October
28 19, 2009, through the present.

1 **ACTIVITIES REQUIRING A REAL ESTATE LICENSE**

2 5. At all times alleged herein, in San Diego County, California, Respondents engaged
3 in the performance of activities requiring a real estate license pursuant to Code section 10130, and
4 acted, ordered, caused, authorized and/or participated in licensed activities for another or others for
5 compensation or in expectation of compensation within the meaning of Code sections 10131(a) and
6 10131(b): selling or offering to sell, buying or offering to buy, soliciting prospective sellers or
7 buyers of, soliciting or obtaining listings of, or negotiating the purchase or sale of real property;
8 leasing or renting, offering to lease or rent, or collecting rents from real property for others. At all
9 times alleged herein, UMI acted by and through SCHLESIER as its D.O. pursuant to Code Section
10 10159.2, and SCHLESIER was responsible for ensuring compliance with the Real Estate Law.

11 **FACTS DISCOVERED BY DRE**

12 6. In the course of its investigation of Respondents, the DRE has discovered facts
13 regarding UMI's property management activities and its real estate sales activities that constitute
14 causes for discipline.

15 **Property Management Activities**

16 7. On or about January 28, 2013, UMI entered into a Professional Property
17 Management Agreement ("2013 PMA") with E.M.,^{1/} the owner of a residential property located at
18 8042 Beaver Lake Drive, San Diego, California ("Beaver Lake Property"). The 2013 PMA was
19 signed by SCHLESIER on behalf of UMI. The 2013 PMA provided for UMI to provide property
20 management services for the Beaver Lake Property. The 2013 PMA contained no beginning or end
21 date for the term of the agreement, and only provided for termination on 30 days' written notice by
22 either party. Under the 2013 PMA, UMI received a monthly fee of eight percent (8%) of gross
23 monthly receipts for the Beaver Lake Property.

24 8. On or about July 16, 2014, UMI and R.P. and J.P. entered into a rental agreement for
25 R.P. and J.P. to rent the Beaver Lake Property on a one-year lease beginning August 1, 2014, and

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28 ^{1/} Initials are used in place of an individual's full name to protect their privacy. Documents containing an individual's full name will be provided during the discovery phase of this case to Respondent and/or his attorney(s), after service of a timely and proper request for discovery on Complainant's counsel.

1 expiring July 31, 2015, and thereafter the tenancy would automatically renew for succeeding one-
2 year periods with a five percent (5%) increased rental rate over the previous rental period.

3 9. On or about November 14, 2014, SCHLESIER on behalf of UMI sent a letter to E.M.
4 stating that UMI was changing the terms of the 2013 PMA. The letter attached an unsigned new
5 PMA ("2015 PMA") and stated that the "Change of Terms will be effective 1/1/2015." Like the
6 2013 PMA, the 2015 PMA contained no beginning or end date for the term of the agreement, and
7 only provided for termination on 30 days' written notice by either party.

8 10. On a date unknown, but on information and belief, on a date during 2015, UMI sent
9 another letter to E.M. stating it was updating the PMA to maintain compliance with changing laws
10 and regulations, attaching an unsigned new PMA ("2016 PMA"), and stating it would take the place
11 of the previous PMA, effective January 1, 2016. Like the previous PMAs, the 2016 PMA contained
12 no beginning or end date for the term of the agreement, and only provided for termination on 30
13 days' written notice by either party.

14 11. On a date unknown, but on information and belief, on a date during 2022, UMI sent
15 another letter to E.M. stating it was again updating the PMA to maintain compliance with changing
16 laws and regulations, attaching an unsigned new PMA ("2022 PMA"), and stating it would take the
17 place of the previous PMA, effective January 1, 2022. Like the previous PMAs, the 2022 PMA
18 contained no beginning or end date for the term of the agreement, and only provided for termination
19 on 30 days' written notice by either party.

20 Real Estate Sales Activities

21 12. On or about April 5, 2022, E.M. entered into a Residential Listing Agreement
22 ("RLA") with Utopia Real Estate ("URE"), one of UMI's dbas, signed by DONIGAN on behalf of
23 URE as the agent for the seller, listing the Beaver Lake Property for sale for \$725,000.00. The RLA
24 granted URE the exclusive right to sell the Beaver Lake property, beginning April 1, 2022, and
25 ending October 1, 2022. DONIGAN did not list the Beaver Lake Property on the San Diego multiple
26 listing service ("MLS") until on or about April 20, 2022.

27 13. On or about April 18, 2022, E.M. and DONIGAN signed a Residential Purchase
28 Agreement ("RPA), for the purchase of the Beaver Lake Property for \$725,000.00, in which E.M.

1 signed as the seller, DONIGAN signed as the buyer on behalf of "26.2 Living Trust or assigns," and
2 DONIGAN also signed on behalf of URE as the broker for the buyer and the broker for the seller.

3 14. On or about April 20, 2022, DONIGAN listed the Beaver Lake Property for the first
4 time on MLS, however DONIGAN listed the property's status on MLS as "PENDING," which
5 means that the seller accepted an offer and the property is off the market.

6 15. According to E.M.:

7 a. E.M. entered into the RLA with UMI for the purpose of listing the Beaver
8 Creek Property for sale, including on the MLS, in order to obtain the highest and best offers
9 from potential buyers.

10 b. E.M. specifically informed and instructed DONIGAN that he wanted his
11 long-time tenant, R.P., to have the first opportunity to purchase the property. E.M.
12 appreciated R.P.'s long-term tenancy and understood how difficult it could be for R.P. and
13 his family, including a special needs child, to disrupt their lives with a move and the stress
14 of finding a new home to live in. E.M. also thought that R.P.'s purchase of the property
15 would make closing escrow smoother.

16 c. Upon signing the RLA, it was E.M.'s understanding that the Beaver Lake
17 Property would be marketed for the highest and best offers, including through MLS.
18 However, without E.M.'s permission or knowledge, DONIGAN did not list the property
19 with MLS. E.M. had no idea that DONIGAN was failing to market Property to other agents
20 and buyers and that DONIGAN kept it off the MLS while presenting his own offer to
21 purchase the Beaver Lake Property to E.M. DONIGAN only listed the Beaver Lake Property
22 on MLS on April 20, 2022, and only as a pending sale. The Beaver Lake Property essentially
23 never went on the market as available.

24 d. Upon signing the RLA, E.M. believed that DONIGAN would list the Beaver
25 Lake Property on MLS and that he would also notify R.P. that R.P. had the first opportunity
26 to buy the property, but E.M. learned that DONIGAN had done neither. DONIGAN had
27 misled and misinformed E.M., including regarding R.P.'s desire and ability to buy the
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1 property and DONIGAN's qualifications as a buyer. E.M. accepted DONIGAN's offer to
2 buy the property based on DONIGAN's misrepresentations.

3 e. Further, upon DONIGAN presenting E.M. with his own offer to purchase the
4 Beaver Lake Property, DONIGAN failed to submit a pre-approval letter for himself that he
5 was a qualified buyer despite faulting R.P. for the same thing.

6 f. DONIGAN also failed to inform E.M. that it was not customary for a seller
7 to pay all the escrow fees but instead, it is customary for them to be split between the buyer
8 and seller. DONIGAN also deceived E.M. regarding the Beaver Lake Property's value and
9 prevented a highest and best offer situation so that he could have an advantage and make a
10 higher profit on the property for himself.

11 g. DONIGAN also misled E.M. regarding commissions by inserting a 5%
12 commission when he had verbally informed E.M. it would be 2% for DONIGAN and 2%
13 for another agent, for a total of 4%, unless another agent was not involved in the transaction,
14 then E.M. would only pay 2% in total.

15 16. On or about June 16, 2022, the DRE received a complaint from R.P. regarding
16 DONIGAN and UMI, alleging that in or about April 2022, R.P., who was the tenant of the Beaver
17 Lake Property, learned through DONIGAN that the owner, E.M., was going to list the property for
18 sale. Based on information provided by R.P., and otherwise obtained by the DRE, the following
19 occurred.

20 17. On or about April 5, 2022, R.P. received an email from DONIGAN, identified in the
21 email as "Director of Real Estate Sales" for Utopia Real Estate ("URE"), one of UMI's dbas. In this
22 email, DONIGAN wrote that the owner of the property that R.P. was renting had decided to sell the
23 property, signed a listing agreement, and that DONIGAN was the lead agent in charge of the sale.
24 DONIGAN stated that the property was not yet on the market, but would be within a week or so,

25 18. On or about April 7, 2022, R.P. spoke with DONIGAN by phone and asked if he
26 could buy the Beaver Property, but R.P. would need approximately a week to secure a loan.

27 19. On or about April 14, 2022, R.P. spoke with DONIGAN again, and asked about
28 needing an agent of his own to submit an offer; DONIGAN dissuaded R.P. from using an agent,

1 stating that they would receive no commission from the sale of the Beaver Property R.P. then asked
2 if DONIGAN could represent R.P. in the sale, to which DONIGAN responded affirmatively, and
3 that dual agency was possible in California. R.P. then informed DONIGAN that his offer was in the
4 "high six hundred thousands," that R.P. could go higher if needed, and that the basis of R.P.'s offer
5 was that the property needed a lot of work. When R.P. asked DONIGAN what price E.M. wanted
6 for the Beaver Lake Property, however DONIGAN said he could not share those details.

7 20. On or about April 19, 2022, R.P. received an email from DONIGAN stating that he
8 spoke with E.M. about R.P.'s offer amount and property concerns, but that E.M. decided to pass on
9 R.P.'s offer and move forward with another buyer, and that R.P. would be receiving a 60-day notice
10 to move out. R.P. followed up with a phone call to DONIGAN the same day and DONIGAN stated
11 that the listing received a lot of attention in DONIGAN's office and he submitted a more competitive
12 offer along with R.P.'s offer.

13 21. On or about April 20, 2022, DONIGAN signed and provided a R.P. with a Notice to
14 Terminate Residential Rental Agreement, informing R.P. and J.P. that their tenancy of the Beaver
15 Lake Property was terminated, effective June 19, 2022.

16 22. On or about April 21, 2022, R.P. emailed DONIGAN, stating that in previous
17 conversations, DONIGAN stated he would advocate on R.P.'s behalf regarding R.P.'s offer to buy
18 the Beaver Lake Property, but that R.P. felt that DONIGAN did not advocate for R.P. and his family,
19 which included an autistic son, in potentially acquiring the property. In recounting a previous
20 conversation with DONIGAN, R.P. stated, in part:

21 I [R.P.] said that I felt misdirected and misguided when you [DONIGAN]
22 said that you were accepting another offer and that's because you failed to
23 communicate that you were even presenting other offers to the owner. This
24 home hasn't even been listed so I'm sure you can see why I said I was
25 confused and needed clarification of how this happened. . . . [B]y doing this
26 it gives me the perception that you never had my total or best interest in
27 mind. Furthermore, you never came back to me and said hey there is another
28 offer ... can you come in more competitive. Again, this action also makes me
perceive that I wasn't targeted to go into this home that I have raised my
family in for approximately the last 8 years.

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1 23. On or about April 25, 2022, R.P. spoke with E.M., the owner of the Beaver Lake
2 Property, and E.M. informed R.P. that DONIGAN made an offer on the property himself, which
3 was \$25,000.00 more than R.P.'s offer, and that DONIGAN did not mention to E.M. that R.P. could
4 go higher. According to E.M.:

5 a. R.P. informed E.M. that DONIGAN never passed E.M.'s message to R.P.
6 that E.M. wanted him to have the first opportunity to purchase the Beaver Lake Property.

7 b. R.P. informed E.M. that R.P. had to approach DONIGAN about purchasing
8 the property.

9 c. DONIGAN had downplayed R.P.'s offer to E.M. by not mentioning that R.P.
10 was willing to go higher on the sales price. DONIGAN had also only submitted R.P.'s offer
11 verbally, not in writing.

12 d. E.M. was upset that DONIGAN told R.P. that he could not disclose what
13 E.M. was asking for as the sales price of the Beaver Lake Property because E.M. wanted
14 R.P. to be informed of the sales price and provided an opportunity to make a counteroffer.

15 e. DONIGAN took advantage of the situation by using his insider connection
16 to cut out R.P. from pursuing a purchase of the property.

17 24. Also on or about April 25, 2022, DONIGAN replied to R.P.'s April 21, 2025 email,
18 stating, in part:

19 I [DONIGAN] did explain to the owner [E.M.] that you [R.P.] would be willing
20 to pay in the high 600's as you instructed me. The reason was both the loan
21 qualification as well as the 100k in work you mentioned that the home would
22 need. That is exactly what I let [E.M.] know and he declined the offer. . . . The
23 owner [E.M.] reached out to me and said that you contacted him over the
24 weekend saying you were going to offer more. As you know I was never made
25 aware of this and now that is understandably confusing both the owner and
26 myself. . . . I have a listing agreement with the seller as you know and my
27 fiduciary duties don't allow me to discuss marketing efforts, details of other
28 offers that are on the property and much more. I would be in breach of the
contract but I did as you asked me which was in-line with both my listing
contract and what I said would be offered to the seller as well is the 60-day notice
if the stars didn't align. [¶] My particular concern at this point is when you [R.P.]
decided you would like to offer more for the home? Was it after notice or lease
termination was given? Who besides the owner did you tell this to? Anyone at
Utopia because this is the first I have heard of this?

1 25. On or about April 26, 2022, R.P., DONIGAN, and E.M. participated in a conference
2 call. Thereafter on April 26, 2022, R.P. replied to DONIGAN's April 25, 2022 email, stating, in
3 part:

4 I [R.P.] did ask if you [DONIGAN] could let me know where I should come
5 in and that I can make adjustments to offer more if needed. I wasn't aware
6 that you couldn't disclose the sale amount from the owner [E.M.] . . . I also
7 feel a little misguided and that you were representing me as I was not
8 working with an agent directly. The offer you gave on my behalf was done
9 verbally and there is nothing in writing . . . I also wanted to clarify about
me touching base with the owner directly. I did not do it because I got a
notice but because I saw the property go under contract for 25k more than
my offer, which I was more than able to come in at.

10 26. On or about April 27, 2022, E.M. emailed DONIGAN and SCHLESIER, stating in
11 part:

12 I [E.M.] am contacting both of you regarding my concerns surrounding the
13 ethics of the selling of my home. [¶] A number of issues have presented
14 themselves which lead me to feel I have been intentionally mislead and
15 misinformed. First, I had specifically asked that the tenant [R.P.] have an
16 opportunity to purchase the home FIRST. After conversation with the tenant
17 it appears he was not informed directly and had to ask if he could purchase
18 the home. He further tells me that when he inquired about the asking price
19 Ryan [DONIGAN] told him he could not disclose that. This does not align
with what Ryan [DONIGAN] was saying about he cannot disclose an offer.
He would be correct there, but not informing the tenant of the asking price
was not ethical or appropriate. When he made an offer to buy the home and
the offer was rejected he should have been informed and given the
opportunity to make a counter-offer. It has become clear that Ryan
[DONIGAN] took advantage of the situation by using his "insider"
connection to cut out the tenant from pursuing this appropriately.

20 [¶] It has come to my attention that Ryan [DONIGAN] has done a number of
21 unethical practices such as making me pay all escrow fees rather than
22 splitting it, which is customary. No pre-approval letter of information
23 regarding purchase of the home was submitted, which is what he faulted the
24 tenant [R.P.] for. Upon further investigation, which was done due to some
25 ethical questioning of Ryan [DONIGAN], the house should have listed for
26 around \$775,000 and with the current market likely would have received
27 offers around \$800,000. He [DONIGAN] misrepresented the current market
28 value, apparently in an attempt to deceive me to make a higher profit on the
home for himself. These are dishonest practices and misrepresentation of
me. Also, the paper rejecting a commission is dated as of yesterday, and
then review of the listing agreement it appears that Ryan [DONIGAN] said
himself for a 5% commission. When we spoke on the phone he told me it
would be a 2% commission for him and 2% for another agent but the other
agents commission would be waived if we did not need to use one. Again,
this was misleading.

1 I am requesting that Ryan [DONIGAN withdraw the offer and rescind the
2 listing agreement immediately. I feel very strongly about this . . .

3 27. On or about May 4, 2022, in an email message from E.M. to DONIGAN, E.M. wrote
4 that he was dissatisfied with the current situation, he believed his home was underpriced enough
5 that he wanted it to go back on the market, he had lost faith in DONIGAN, and again asked
6 DONIGAN to withdraw the listing and be removed as the listing agent. DONIGAN replied the same
7 day, stating in part, "We are not canceling the listing agreement but will cancel the purchase
8 contract."

9 28. On or about May 6, 2022, E.M. and DONIGAN executed a Cancellation of Contract,
10 Release of Deposit, and Cancellation of Escrow for the Beaver Lake Property, which canceled the
11 RPA, but not the RLA.

12 29. On or about May 9, 2022, E.M. emailed DONIGAN requesting that he send E.M. the
13 cancellation of the RLA, and stating that he did not have faith that DONIGAN was acting in E.M.'s
14 best interest. According to E.M., DONIGAN refused, keeping the Beaver Lake Property locked up
15 for weeks, during which time there was a dip in the market, causing E.M. to lose marketing time
16 and requiring E.M. to use another agent to sell the property for a lower price than it would have sold
17 for had the property been listed at a higher price in April 2022, and had DONIGAN marketed the
18 property and listed it on MLS.

19 30. On or about July 1, 2022, R.P. and J.P. vacated the Beaver Lake Property, and
20 returned the keys for the property to UMI. Thereafter, E.M. discovered significant damage to the
21 property, which was not reported to E.M. by UMI, and E.M. was unable to recoup the cost from the
22 tenants' security deposit.

23 31. From on or about July 1, 2022, to on or about October 25, 2022, the final months that
24 E.M. owned the Beaver Lake Property, there was no tenant, resulting in E.M. losing rent of
25 \$2,200.00 per month.

26 32. On information and belief, the RLA and PMA between UMI dba URE and E.M. were
27 not cancelled until on or after August 26, 2022.

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1 33. On information and belief, on a date uncertain, but between on or about September
2 1, 2022 and on or about October 4, 2022, E.M. signed a new RLA with REC Compass California
3 III, Inc. (License ID 01527365), dba Compass, for the sale of the Beaver Lake Property for
4 \$740,000.00.

5 34. On or about October 5, 2022, Y.Z. made an offer to purchase the Beaver Lake
6 Property for \$700,000.

7 35. On or about October 6, 2022:

8 a. E.M. signed Seller Counter Offer No. 1, offering to sell the Beaver Lake
9 Property to Y.Z. for \$735,000.00, with some additional terms.

10 b. Y.Z. signed Buyer Counter Offer No. 1, offering to purchase the Beaver Lake
11 Property from E.M. for \$725,000.00.

12 c. E.M. signed Seller Counter Offer No. 2, offering to sell the Beaver Lake
13 Property to Y.Z. for \$730,000.00. Y.Z. accepted E.M.'s Counter Offer No. 2, and signed the
14 same day.

15 36. On or about October 25, 2022, escrow closed on the Beaver Lake Property, at a sales
16 price less than what E.M. believed could have been obtained had DONIGAN listed the property on
17 MLS in April 2022.

18 **VIOLATIONS OF THE REAL ESTATE LAW – CAUSES FOR DISCIPLINE**

19 37. In the course of the activities alleged above in Paragraph 5, and based on the facts
20 discovered by the DRE, as alleged in Paragraphs 6 through 36 above, Respondents acted in violation
21 of the Code and Regulations as follows.

22 **FIRST CAUSE OF ACCUSATION: BREACH OF FIDUCIARY DUTIES**

23 38. Complainant realleges and incorporates by reference all of the allegations contained
24 in the previous paragraphs as though fully set forth herein.

25 39. At all relevant times herein, while acting as real estate broker, salesperson, and agent
26 of E.M., UMI and DONIGAN owed E.M. fiduciary duties, including, but not limited to the
27 following: duty of reasonable care and skill; duty of good faith; duty of loyalty; duty to obey the

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1 instructions of E.M.; duty of utmost care, integrity, honesty, and loyalty in dealings with E.M.; duty
2 to avoid conflicts of interest; duty of fullest disclosure of all material facts affecting E.M.'s rights
3 and interests; duty to act at all times in the best interests of E.M. to the exclusion of all other interests,
4 including interests that could benefit the agent or others.

5 40. In the course of the activities described above in in Paragraph 5, and based on the
6 facts discovered by the DRE, as alleged in Paragraphs 6 through 36 above, UMI's and DONIGAN's
7 acts and/or omissions constitute breaches of their fiduciary duties. UMI's and DONIGAN's acts
8 and/or omissions constitute a violation of their fiduciary duties, and **Civil Code sections 2079.13(a)**
9 **and 2079.16**, and constitute cause for the suspension or revocation of UMI's and DONIGAN's real
10 estate licenses and license rights under the provisions of **and Code sections 10177(d) and/or**
11 **10177(g)**.

12 SECOND CAUSE OF ACCUSATION:

13 NEGLIGENCE, INCOMPETENCE AND/OR WILLFUL DISREGARD

14 41. Complainant realleges and incorporates by reference all of the allegations contained
15 in the previous paragraphs as though fully set forth herein.

16 42. The overall conduct of DONIGAN is violative of the Real Estate Law and constitutes
17 cause for the suspension or revocation of the real estate licenses and license rights of DONIGAN
18 under the provisions of **Code Section 10177(d)** for willful disregard of the Real Estate Law, and in
19 the alternative, **Code Section 10177(g)** for negligence or incompetence in performing acts for which
20 she is required to hold a license.

21 THIRD CAUSE OF ACCUSATION:

22 NEGLIGENT OR INTENTIONAL MISREPRESENTATION

23 43. Complainant realleges and incorporates by reference all of the allegations contained
24 in the previous paragraphs as though fully set forth herein.

25 44. In the course of the activities alleged above in Paragraph 5, and based on the facts
26 discovered by the DRE, as alleged in Paragraphs 12 through 32 above, DONIGAN's and UMI's
27 acts and/or omissions are in violation of **Civil Code sections 2079.13(a) and 2079.16**, and **Code**

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1 **sections 10176(a), 10176(i), 10177(j), and 10177(d) and/or 1077(g)** and constitute cause for the
2 suspension or revocation of all licenses and license rights of Respondents DONIGAN and UMI
3 under the provisions of **Code sections 10176(a), 10176(i), 10177(j), and 10177(d) and/or**
4 **10177(g).**

5 **FOURTH CAUSE OF ACCUSATION:**

6 **FAILURE TO INCLUDE DEFINITE, SPECIFIED DATE OF FINAL TERMINATION IN PMA**

7 45. Complainant realleges and incorporates by reference all of the allegations contained
8 in the previous paragraphs as though fully set forth herein.

9 46. None of the PMAs entered into between UMI and E.M.—with the operative PMA in
10 effect, on information and belief, until on or after August 26, 2022—contained a definite, specified
11 date of final and complete termination of the PMA, in violation of **Code section 10176(f)**, and
12 constituting cause for the suspension or revocation of all licenses and license rights of Respondent
13 UMI under the provisions of **Code sections 10176(f), and 10177(d) and/or 10177(g).**

14 **FIFTH CAUSE OF ACCUSATION:**

15 **RESPONSIBILITY OF CORPORATE OFFICER IN CHARGE; BROKER SUPERVISION**

16 47. Complainant realleges and incorporates by reference all of the allegations contained
17 in the previous paragraphs as though fully set forth herein.

18 48. Based on the allegations contained in in Paragraph 5, and based on the facts
19 discovered by the DRE, as alleged in Paragraphs 6 through 36 above,, and the First through Fourth
20 Causes of Accusation above, SCHLESIER, as the broker of record and D.O. of UMI, did not
21 exercise adequate supervision and control over the real estate activities conducted on behalf of UMI
22 by its employees and licensees to ensure compliance with the Real Estate Laws and Regulations.
23 SCHLESIER failed to establish policies, rules and systems to review, oversee, inspect, and manage
24 transactions. SCHLESIER's acts and/or omissions were in violation of **Code sections 10159.2 and**
25 **10177(h), and Regulation 2725**, and constitute cause to suspend or revoke the real estate licenses
26 and license rights of SCHLESIER pursuant to **Code sections 10177(d) and/or 10177(g).**

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1 COSTS

2 (INVESTIGATION AND ENFORCEMENT COSTS)

3 49. Code section 10106 provides, in pertinent part that in any order issued in resolution
4 of a disciplinary proceeding before the DRE, the Commissioner may request the administrative law
5 judge to direct a licensee found to have committed a violation of this part to pay a sum not to exceed
6 the reasonable costs of investigation and enforcement of the case.

7 WHEREFORE, Complainant prays that a hearing be conducted on the allegations of this
8 Accusation and that upon proof thereof, a decision be rendered imposing disciplinary action against
9 all the licenses and license rights of Respondents UTOPIA MANAGEMENT INC, ROBERT
10 ALLEN SCHLESIER, and RYAN MAXWELL DONIGAN under the Real Estate Law, for the costs
11 of investigation and enforcement as permitted by law, and for such other and further relief as may
12 be proper under other applicable provisions of law.

13 Dated at San Diego, California August 25, 2025.

14
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16 _____
17 Veronica Kilpatrick
Supervising Special Investigator

18 cc: UTOPIA MANAGEMENT INC
19 ROBERT ALLEN SCHLESIER
20 RYAN MAXWELL DONIGAN.
Veronica Kilpatrick
21 Sacto.
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