


1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FILED

JUN 0 1 2026

DEPT. OF REAL ESTATE

By 

BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

In the Matter of the Accusation of

REAL ESTATE OF THE PACIFIC
INC; VALARIE SUSAN SWANSON,
individually and as designated officer of
Real Estate of the Pacific Inc; KELLEN
TIMOTHY PORTER, individually and
as former branch manager of Real Estate
of the Pacific Inc's branch office located
at 16915 Avenida de Acacias, Rancho
Santa Fe, California; OLIVIA MARIE
DUNHAM; NORTH COUNTY
BROKER NETWORK INC; BRIAN
JOHN WILLIAMS, individually and as
designated officer of North County
Broker Network Inc; and JOHN
LAWRENCE MCKENZIE,

Respondents.

DRE Case No. H-05813-SD

**STIPULATION AND AGREEMENT IN
SETTLEMENT AS TO JOHN
LAWRENCE MCKENZIE, AND
ORDER**

It is hereby stipulated and agreed by and between Respondent JOHN LAWRENCE MCKENZIE ("Respondent" or "MCKENZIE"), and the Complainant, acting by and through Laurence Haveson, Counsel for the Department of Real Estate ("Department" or "DRE"), as follows for the purpose of settling and disposing of the Accusation filed on April 30, 2025 ("Accusation"), as to Respondent MCKENZIE, in this matter:

1. All issues which were to be contested and all evidence which was to be presented by Complainant and Respondent MCKENZIE 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

1 instead and in place thereof be submitted solely on the basis of the provisions of this Stipulation and
2 Agreement in Settlement as to MCKENZIE (“Stipulation”).

3 2. Respondent MCKENZIE has received, read, and understands the Statement to
4 Respondent, the Discovery Provisions of the APA, and the Accusation filed by the Department of
5 Real Estate in this proceeding.

6 3. On June 2, 2025, Respondent MCKENZIE, together with Respondents NORTH
7 COUNTY BROKER NETWORK INC (“NCBNI”) and BRIAN JOHN WILLIAMS
8 (“WILLIAMS”), jointly filed a Notice of Defense pursuant to section 11506 of the Government Code
9 for the purpose of requesting a hearing on the allegations in the Accusation. Respondent MCKENZIE
10 hereby freely and voluntarily withdraws his Notice of Defense. Respondent MCKENZIE
11 acknowledges that he understands that by withdrawing his Notice of Defense, he will thereby waive
12 his right to require the Real Estate Commissioner (“Commissioner”) to prove the allegations in the
13 Accusation at a contested hearing held in accordance with the provisions of the APA and that
14 Respondent MCKENZIE will waive other rights afforded to him in connection with the hearing such
15 as the right to present evidence in defense of the allegations in the Accusation and the right to cross-
16 examine witnesses.

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

23 5. This Stipulation and Respondent MCKENZIE’s decision not to contest the
24 Accusation are made for the purpose of reaching an agreed settlement of this proceeding and are
25 expressly limited to this proceeding and any other proceeding or case brought by the Department, or
26 another agency of this state, another state, or the federal government, and otherwise shall not be
27 admissible in any criminal or civil proceedings.

28 ///

1 * * *

2 EXECUTION OF THE STIPULATION

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

9 Respondent MCKENZIE can signify acceptance and approval of the terms and conditions of
10 this Stipulation by causing the Stipulation to be emailed with Respondent's digital signature to
11 Laurence Haveson, Real Estate Counsel at Laurence.Haveson@dre.ca.gov, or by sending a hard copy
12 of the original signed signature page of the Stipulation herein to Laurence D. Haveson, Department
13 of Real Estate, Legal Section, 320 W. Fourth St., Suite 350, Los Angeles, CA 90013-1105. In the
14 event of time constraints before an administrative hearing, Respondent MCKENZIE can signify
15 acceptance and approval of the terms and conditions of this Stipulation by faxing or emailing a
16 scanned copy of the signature page, as actually signed by Respondent MCKENZIE, to the
17 Department counsel assigned to this case. Respondent MCKENZIE agrees, acknowledges, and
18 understands that by electronically sending the Stipulation to the Department with his digital signature
19 or a scan of his actual signature as they appear on the Stipulation, that receipt of the Stipulation with
20 Respondent MCKENZIE's digital signature or a scan of his actual signature by the Department shall
21 be as binding on Respondent MCKENZIE as if the Department had received the original signed
22 Stipulation. By signing this Stipulation, Respondent MCKENZIE understands and agrees that he may
23 not withdraw his agreement or seek to rescind the Stipulation prior to the time the Commissioner
24 considers and acts upon it or prior to the effective date of the Stipulation and Order.

25 MAILING

26 In the event that Respondent MCKENZIE declines to digitally sign the Stipulation,
27 Respondent MCKENZIE shall, within five (5) business days from signing the Stipulation, mail the
28 original signed signature page(s) of the Stipulation herein to Laurence Haveson, Attention: Legal

1 Section, Department of Real Estate, 320 W. Fourth St., Room 350, Los Angeles, California 90013-
2 1105.

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


8
9 DATED: 05/07/2026 
10 Respondent JOHN LAWRENCE MCKENZIE

11
12 * * *

13 The foregoing Stipulation and Agreement in Settlement and Order is hereby adopted by me
14 as my Decision in this matter and shall become effective at 12 o'clock noon on
15 June 22, 2026.

16 IT IS SO ORDERED 5/21/2026.

17
18 CHIKA SUNQUIST
19 REAL ESTATE COMMISSIONER

20
21 
22 By: Marcus L. McCarther
23 Chief Deputy Real Estate Commissioner
24
25
26
27
28