

1 3. On December 10, 2020, 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 said Notice of Defense.
4 Respondent acknowledges that he understands that by withdrawing said Notice of Defense,
5 Respondent will thereby waive his right to require the Real Estate Commissioner
6 ("Commissioner") to prove the allegations in the Accusation at a contested hearing held in
7 accordance with the provisions of the APA and that Respondent will waive other rights afforded to
8 him in connection with the hearing such as the right to present evidence in defense of the
9 allegations in the Accusation and the right to cross-examine witnesses.

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

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

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

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

1 proceedings by the Department with respect to any matters which were not specifically alleged to
2 be 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, 10% of the cost of the investigation
5 and enforcement of this matter. The amount of the investigation costs is \$4,423.01 and the amount
6 of the enforcement costs is \$5,020.80, for total costs of \$9,443.81, therefore, Respondent agrees to
7 pay \$944.38 in costs.

8 DETERMINATION OF ISSUES

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

12 I.

13 The conduct, acts, and/or omissions of Respondent as described in the Accusation,
14 constitute cause for the suspension or revocation of all real estate licenses and license rights of
15 Respondent under California Business and Professions Code ("Code") sections 10159.2 and
16 10177(h), and 10177(d) and/or 10177(g), and Title 10, Chapter 6, California Code of Regulations
17 ("Regulations") section 2725.

18 ORDER

19 I.

20 All licenses and licensing rights of Respondent SPEAKMAN under the Real Estate Law are
21 revoked; provided, however: (1) a restricted real estate broker license shall be issued to Respondent
22 SPEAKMAN pursuant to Section 10156.5 of the Code if Respondent makes application therefore
23 and pays to the Department the appropriate fee for a restricted license within ninety (90) days from
24 the effective date of this Decision and Order. The restricted license issued to Respondent
25 SPEAKMAN shall be subject to all of the provisions of Section 10156.7 of the Code and to the
26 following limitations, conditions and restrictions imposed under authority of Section 10156.6 of the
27 Code:

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1 1. The restricted license issued to Respondent SPEAKMAN may be suspended prior to
2 hearing by Order of the Commissioner in the event of Respondent's conviction, or entry of a plea
3 of guilty or no contest, for a crime that is substantially related to the qualifications, functions, or
4 duties of a real estate licensee.

5 2. The restricted license issued to Respondent SPEAKMAN may be suspended prior to
6 hearing by Order of the Real Estate Commissioner on evidence satisfactory to the Commissioner
7 that Respondent has violated provisions of the California Real Estate Law, the Subdivided Lands
8 Law, Regulations of the Real Estate Commissioner or conditions attaching to the restricted
9 licenses.

10 3. Respondent SPEAKMAN shall not be eligible to apply for the issuance of
11 unrestricted real estate licenses nor for removal of any of the conditions, limitations or restrictions
12 of a restricted license until one (1) year has elapsed from the effective date of this Decision and
13 Order.

14 4. Respondent SPEAKMAN shall pay the sum of \$944.38, amounting to 10% of the
15 Commissioner's reasonable cost of the investigation and enforcement which led to this disciplinary
16 action, **within one-hundred and eighty (180) days from the effective date of this Decision and**
17 **Order.** Said payment shall be in the form of a cashier's check made payable to the Department of
18 Real Estate. **The investigative and enforcement costs must be delivered to the Department of**
19 **Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013. Payment of**
20 **investigation and enforcement costs should not be made until the Stipulation has been**
21 **approved by the Commissioner.** If Respondent fails to satisfy this condition in a timely manner
22 as provided for herein, Respondent's real estate license shall automatically be suspended until
23 payment is made in full, or until a decision providing otherwise is adopted following a hearing held
24 pursuant to this condition.

25 5. Respondent's signature indicates full agreement to the terms of this Stipulation and
26 Agreement and to the terms set forth herein.

27 DATED: 8/25/2021



Laurence D. Haveson
Counsel for Complainant

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EXECUTION OF THE STIPULATION

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

Respondent can signify acceptance and approval of the terms and conditions of this Stipulation and Agreement by electronically e-mailing a copy of the signature pages, as actually signed by Respondent, to the Department. Respondent agrees, acknowledges, and understands that by electronically sending to the Department an electronic copy of Respondent's actual signature, as it appears on the Stipulation, that receipt of the emailed copy by the Department shall be as binding on Respondent as if the Department had received the original signed Stipulation. By signing this Stipulation, Respondent understands and agrees that Respondent may not withdraw his agreement or seek to rescind the Stipulation prior to the time the Commissioner considers and acts upon it or prior to the effective date of the Stipulation and Order.

MAILING

Respondent and his counsel shall, within five (5) business days from signing the Stipulation, mail the original signed signature page(s) of the Stipulation herein to Laurence Haveson, Attention: Legal Section, Department of Real Estate, 320 W. Fourth St., Room 350, Los Angeles, California 90013-1105.

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

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7 DATED: 8/25/2021

8 
Respondent DONALD THEODORE SPEAKMAN

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10 DATED: 8/25/2021

11 
Lucy McAllister, Esq.
Attorney for Respondent DONALD THEODORE
12 SPEAKMAN
13 Approved as to Form

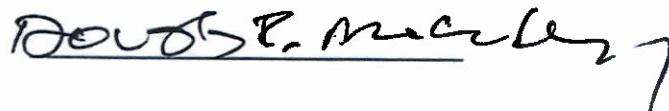
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16 The foregoing Stipulation and Agreement in Settlement and Order is hereby adopted by me
17 as my Decision in this matter and shall become effective at 12 o'clock noon on

18 Nov. 30th, 2021.

19 IT IS SO ORDERED 10.26.21, 2021.

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21 DOUGLAS R. McCAULEY
22 REAL ESTATE COMMISSIONER

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