FILED

MAY 27 2026

DEPT OF REAL ESTATE

By [redacted]

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

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In the Matter of the Accusation of MAGNUM REALTY GROUP INC. and DANIEL EDWARD MOORE, individually and as designated officer of Magnum Realty Group Inc., Respondents.	DRE Case No. H-42719-LA **STIPULATION AND AGREEMENT**

It is hereby stipulated and agreed by and between Respondents MAGNUM REALTY GROUP INC. ("MRGI"), and DANIEL EDWARD MOORE ("MOORE"), individually and as designated officer ("D.O.") of MRGI, (collectively "Respondents") and their attorney of record, Frank M. Buda, Esq., 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 May 30, 2024 ("Accusation") in this matter:

1. All issues which were to be contested and all evidence which was to be presented by Complainant and Respondents 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").

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2. Respondents have received, read, and understand the Statement to Respondent, the Notice Concerning Cost of Audit, the Discovery Provisions of the APA, and the Accusation filed by the Department of Real Estate in this proceeding.

3. On June 11, 2024, Respondents MRGI and MOORE filed Notices of Defense pursuant to section 11506 of the Government Code for the purpose of requesting a hearing on the allegations in the Accusation. Respondents hereby freely and voluntarily withdraw their Notices of Defense. Respondents acknowledge that they understand that by withdrawing their Notices of Defense, Respondents will thereby waive their right to require the Real Estate Commissioner ("Commissioner") to prove the allegations in the Accusation at a contested hearing held in accordance with the provisions of the APA and that Respondents will waive other rights afforded to them in connection with the hearing such as the right to present evidence in defense of the allegations in the Accusation and the right to cross-examine witnesses.

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

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

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

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

8. Respondents MRGI and MOORE understand that by agreeing to this Stipulation, that they agree to pay, jointly or severally, pursuant to Business and Professions Code Section 10148, the cost of the original audit which led to this disciplinary action. The amount of said cost is $12,346.50.

9. Respondents MRGI and MOORE have received, read, and understand the "Notice Concerning Costs of Subsequent Audit." Respondents further understand that by agreeing to this Stipulation, the findings set forth below in the Determination of Issues become final, and the Commissioner may charge Respondent for the cost of any subsequent audit conducted pursuant to Business and Professions Code Section 10148 to determine if the violations have been corrected. The maximum cost of the subsequent audit shall not exceed 125% of cost of the original audit, or $15,433.13.

10. Respondents MRGI and MOORE understand that by agreeing to this Stipulation, Respondents MRGI and MOORE agree to pay, jointly and severally, pursuant to Business and Professions Code Section 10106, the cost of the investigation and enforcement of this matter. As of December 23, 2024, the amount of the investigation costs is $133.60 and the amount of the enforcement costs is $2,487.60, for a total of $2,621.20.

DETERMINATION OF ISSUES

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

I.

The conduct, acts, and/or omissions of Respondent MRGI as described in the Accusation, constitute cause for the suspension or revocation of all real estate licenses and license rights of Respondent MRGI under California Business and Professions Code ("Code") sections 10145, 10159.5, 10163, 10176(e), 10176(g), 10176(i), and 10177(d) and/or 10177(g), and Title 10, Chapter

6, California Code of Regulations ("Regulation(s)") sections 2715, 2731, 2831, 2831.1, 2831.2, 2832, and 2832.1.

II.

The conduct, acts, and/or omissions of Respondent MOORE, as described in the Accusation, constitute cause for the suspension or revocation of all real estate licenses and license rights of Respondent MOORE under Code sections 10159.2, 10177(d) and/or 10177(g), and Regulation 2725.

ORDER

I.

All licenses and licensing rights of Respondent MRGI under the Real Estate Law are revoked; provided, however, a restricted real estate corporation license shall be issued to MRGI pursuant to Code section 10156.5 if MRGI makes application therefor and pays to the Department the appropriate fee for the restricted license within 90 days from the effective date of this Decision. The restricted license issued to MRGI shall be subject to all of the provisions of Code section 10156.7 and to the following limitations, conditions and restrictions imposed under authority of Code section 10156.6:

1. The restricted license issued to MRGI may be suspended prior to hearing by Order of the Real Estate Commissioner in the event of MRGI's conviction or plea of nolo contendere to a crime which is substantially related to MRGI's fitness or capacity as a real estate licensee.

2. The restricted license issued to MRGI may be suspended prior to hearing by Order of the Real Estate Commissioner on evidence satisfactory to the Commissioner that MRGI has violated provisions of the California Real Estate Law, the Subdivided Lands Law, Regulations of the Real Estate Commissioner or conditions attaching to the restricted license.

3. MRGI shall not be eligible to apply for the issuance of an unrestricted real estate license nor for the removal of any of the conditions, limitations or restrictions of a restricted license until two (2) years have elapsed from the effective date of this Decision.

4. A restricted real estate corporation license shall only be issued to MRGI on condition that:

a. MRGI shall terminate MOORE as its designated officer and designate another person, who is an officer of MRGI's corporation and who is licensed by the DRE as a real estate broker, as MRGI's designated officer prior to the effective date of this Decision. MOORE is authorized to sign this Stipulation on behalf of MRGI on a date that MOORE is still MRGI's designated officer, as long as MRGI terminates MOORE as its designated officer prior to the effective date of this Decision, but after the date that MOORE signs this Stipulation on behalf of MRGI. At the time MRGI submits its application for a restricted real estate corporation license, MRGI shall also provide written evidence satisfactory to the Real Estate Commissioner that prior to the effective date of this Decision, MRGI terminated MOORE as its designated officer.

b. MRGI shall remove MOORE as a signatory for any trust account maintained by MRGI prior to the effective date of this Decision. MRGI shall confirm in writing to the DRE at the time it makes its application for a restricted real estate corporation license that it has removed MOORE as a signatory for any trust account maintained by MRGI.

5. Respondent MRGI shall pay, severally or jointly with Respondent MOORE, the sum of $2,621.20 for the Commissioner's reasonable cost of the investigation and enforcement which led to this disciplinary action **within one-hundred and eighty (180) days from the effective date of this Decision and Order**. Said payment shall be in the form of a cashier's check made payable to the Department of Real Estate. **The investigative and enforcement costs must be delivered to the Department of Real Estate, Flag Section at 651 Bannon Street, Suite 504, Sacramento, CA 95811. Payment of investigation and enforcement costs <u>should not be made until the Stipulation has been approved by the Commissioner</u>.** If Respondents fail to satisfy this condition in a timely manner as provided for herein, Respondents' real estate licenses shall automatically be suspended until payment is made in full, or until a decision providing otherwise, is adopted following a hearing held pursuant to this condition.

6. Pursuant to section 10148 of the Code, Respondent MRGI shall pay, severally or jointly with Respondent MOORE, the sum of $12,346.50 for the Commissioner's cost of the audit which led to this disciplinary action. **Respondents shall pay such cost within sixty (60) days of receiving an invoice therefore from the Commissioner. Payment of audit costs <u>should not be made</u> until Respondents receive the invoice.** If Respondents fail to satisfy this condition in a timely

manner as provided for herein, Respondents' real estate licenses shall automatically be suspended until payment is made in full, or until a decision providing otherwise, is adopted following a hearing held pursuant to this condition.

7. Respondents understand that by agreeing to this Stipulation, the findings set forth above in the Determination of Issues become final, and the Commissioner may charge Respondents for the cost of any subsequent audit, if a subsequent audit is conducted, pursuant to Code section 10148 to determine if the violations have been corrected and that Respondents are in compliance with trust fund handling requirements of the Real Estate Law. The maximum cost of the follow-up audit will not exceed one-hundred twenty-five percent (125%) of the cost of the original audit; in the instant case, the cost of the original audit is $12,346.50 and the maximum cost of the follow-up audit will not exceed $15,433.13. Therefore, Respondents may be charged a maximum of $15,433.13 in the event of a subsequent audit.

8. Pursuant to Section 10148 of the Code, Respondents shall pay the Commissioner's reasonable cost, not to exceed $15,433.13, for any subsequent audit, if one is performed, to determine if Respondents have corrected the violations found in the Determination of Issues and that Respondents are in compliance with trust fund handling requirements of the Real Estate Law. In calculating the amount of the Commissioner's reasonable cost, the Commissioner may use the estimated average hourly salary for all persons performing audits of real estate brokers, and shall include an allocation for travel time to and from the auditor's place of work. Respondents shall pay such cost within sixty (60) days of receiving an invoice therefore from the Commissioner. **<u>Payment of the audit costs should not be made until Respondents receive the invoice</u>**. If Respondents fail to satisfy this condition in a timely manner as provided for herein, Respondents' real estate licenses shall automatically be suspended until payment is made in full, or until a decision providing otherwise, is adopted following a hearing held pursuant to this condition.

II.

All licenses and licensing rights of Respondent MOORE under the Real Estate Law are revoked; provided, however, a restricted real estate salesperson license shall be issued to MOORE pursuant to Code section 10156.5 if MOORE makes application therefor and pays to the Department the appropriate fee for the restricted license within 90 days from the effective date of this Decision. The restricted license issued to MOORE shall be subject to all of the provisions of Code section 10156.7 and to the following limitations, conditions and restrictions imposed under authority of Code section 10156.6:

1. The restricted license issued to MOORE may be suspended prior to hearing by Order of the Real Estate Commissioner in the event of MOORE's conviction or plea of nolo contendere to a crime which is substantially related to MOORE's fitness or capacity as a real estate licensee.

2. The restricted license issued to MOORE may be suspended prior to hearing by Order of the Real Estate Commissioner on evidence satisfactory to the Commissioner that MOORE has violated provisions of the California Real Estate Law, the Subdivided Lands Law, Regulations of the Real Estate Commissioner or conditions attaching to the restricted license.

3. MOORE shall not be eligible to apply for the issuance of an unrestricted real estate license nor for the removal of any of the conditions, limitations or restrictions of a restricted license until two (2) years have elapsed from the effective date of this Decision.

4. MOORE shall submit with any application for license under an employing broker, or any application for transfer to a new employing broker, a statement signed by the prospective employing real estate broker on a form approved by the DRE which shall certify:

a. That the employing broker has read the Decision of the Commissioner which granted the right to a restricted license; and

b. That the employing broker will exercise close supervision over the performance by the restricted licensee relating to activities for which a real estate license is required.

5. MOORE shall, within nine months from the effective date of this Decision, present evidence satisfactory to the Real Estate Commissioner that MOORE has, since the most recent issuance of an original or renewal real estate license, taken and successfully completed the continuing education requirements of Article 2.5 of Chapter 3 of the Real Estate Law for renewal of a real estate license. If MOORE fails to satisfy this condition, the Commissioner may order the suspension of the

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restricted license until MOORE presents such evidence. The Commissioner shall afford MOORE the opportunity for a hearing pursuant to the Administrative Procedure Act to present such evidence.

6. A restricted real estate salesperson license shall only be issued to MOORE on condition that:

a. Prior to the effective date of this decision, MOORE shall remove himself as a signatory for any trust account maintained by any real estate licensee for handling trust funds related to performing activities for which a real estate license is required.

b. MOORE shall confirm in writing to the DRE at the time he makes his application for a restricted real estate salesperson license that he is not a signatory for any trust account maintained by any real estate licensee for handling trust funds related to performing activities for which a real estate license is required.

7. Respondent MOORE shall pay, severally or jointly with Respondent MRGI, the sum of $2,621.20 for the Commissioner's reasonable cost of the investigation and enforcement which led to this disciplinary action **within one-hundred and eighty (180) days from the effective date of this Decision and Order**. Said payment shall be in the form of a cashier's check made payable to the Department of Real Estate. **The investigative and enforcement costs must be delivered to the Department of Real Estate, Flag Section at 651 Bannon Street, Suite 504, Sacramento, CA 95811. Payment of investigation and enforcement costs <u>should not be made until the Stipulation has been approved by the Commissioner</u>.** If Respondents fail to satisfy this condition in a timely manner as provided for herein, Respondents' real estate licenses shall automatically be suspended until payment is made in full, or until a decision providing otherwise, is adopted following a hearing held pursuant to this condition.

8. Pursuant to section 10148 of the Code, Respondent MOORE shall pay, severally or jointly with Respondent MRGI, the sum of $12,346.50 for the Commissioner's cost of the audit which led to this disciplinary action. **Respondents shall pay such cost within sixty (60) days of receiving an invoice therefore from the Commissioner. Payment of audit costs <u>should not be made</u> until Respondents receive the invoice.** If Respondents fail to satisfy this condition in a timely manner as provided for herein, Respondents' real estate licenses shall automatically be suspended

until payment is made in full, or until a decision providing otherwise, is adopted following a hearing held pursuant to this condition.

9. Respondents understand that by agreeing to this Stipulation, the findings set forth above in the Determination of Issues become final, and the Commissioner may charge Respondents for the cost of any subsequent audit, if a subsequent audit is conducted, pursuant to Code section 10148 to determine if the violations have been corrected and that Respondents are in compliance with trust fund handling requirements of the Real Estate Law. The maximum cost of the follow-up audit will not exceed one-hundred twenty-five percent (125%) of the cost of the original audit; in the instant case, the cost of the original audit is $12,346.50 and the maximum cost of the follow-up audit will not exceed $15,433.13. Therefore, Respondents may be charged a maximum of $15,433.13 in the event of a subsequent audit.

10. Pursuant to Section 10148 of the Code, Respondents shall pay the Commissioner's reasonable cost, not to exceed $15,433.13, for any subsequent audit, if one is performed, to determine if Respondents have corrected the violations found in the Determination of Issues and that Respondents are in compliance with trust fund handling requirements of the Real Estate Law. In calculating the amount of the Commissioner's reasonable cost, the Commissioner may use the estimated average hourly salary for all persons performing audits of real estate brokers and shall include an allocation for travel time to and from the auditor's place of work. Respondents shall pay such cost within sixty (60) days of receiving an invoice therefore from the Commissioner. **Payment of the audit costs should not be made until Respondents receive the invoice**. If Respondents fail to satisfy this condition in a timely manner as provided for herein, Respondents' real estate licenses shall automatically be suspended until payment is made in full, or until a decision providing otherwise, is adopted following a hearing held pursuant to this condition.

DATED: 04/13/2026

[redacted] Digitally signed by Laurence Haveson
Date: 2026.04.13 12:16:34 -07'00'

Laurence D. Haveson
Counsel for Complainant

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EXECUTION OF THE STIPULATION

We have read this Stipulation and its terms are understood by us and are agreeable and acceptable to us. We understand that we are waiving rights given to us by the California APA (including, but not limited to, sections 11506, 11508, 11509, and 11513 of the Government Code), and we 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 we would have the right to cross-examine witnesses against us and to present evidence in defense and mitigation of the charges.

Respondents can signify acceptance and approval of the terms and conditions of this Stipulation by causing the Stipulation to be e-mailed with Respondents' digital signatures to Laurence Haveson, Real Estate Counsel at Laurence.Haveson@dre.ca.gov, or by sending a hard copy of the original signed signature page of the Stipulation herein to Laurence D. Haveson, Department of Real Estate, Legal Section, 320 W. Fourth St., Suite 350, Los Angeles, CA 90013-1105. In the event of time constraints before an administrative hearing, Respondents can signify acceptance and approval of the terms and conditions of this Stipulation and Agreement by faxing or e-mailing a scanned copy of the signature page, as actually signed by Respondents, to the Department counsel assigned to this case. Respondents agree, acknowledge, and understand that by electronically sending the Stipulation and Agreement to the Department with Respondents' digital signatures or a scan of Respondents' actual signatures as they appear on the Stipulation and Agreement, that receipt of the Stipulation and Agreement with Respondents' digital signatures or a scan of their actual signatures by the Department shall be as binding on Respondents as if the Department had received the original signed Stipulation and Agreement. By signing this Stipulation and Agreement, Respondents understand and agree that Respondents may not withdraw their agreement or seek to rescind the Stipulation and Agreement prior to the time the Commissioner considers and acts upon it or prior to the effective date of the Stipulation and Order.

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MAILING

In the event that Respondents decline to digitally sign the Stipulation, Respondents 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.

Respondents' signatures below constitute acceptance and approval of the terms and conditions of this Stipulation. Respondents agree, acknowledge, and understand that by signing this Stipulation Respondents are bound by its terms as of the date of such signatures and that this agreement is not subject to rescission or amendment at a later date except by a separate Decision and Order of the Real Estate Commissioner.

DATED: 02/05/26

[redacted]

Respondent MAGNUM REALTY GROUP INC.

By (Printed Name): Daniel Edward Moore

Title: CEO, Broker

DATED: 02/05/26

[redacted]

Respondent DANIEL EDWARD MOORE

DATED: 4.9.26

[redacted]

Frank M. Buda
Attorney for Respondents MAGNUM REALTY GROUP INC. and DANIEL EDWARD MOORE
Approved as to Form

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The foregoing Stipulation and Agreement in Settlement and Order is hereby adopted by me as my Decision in this matter and shall become effective at 12 o'clock noon on 6/16/26.

IT IS SO ORDERED 5/19/2026.

CHIKA SUNQUIST
REAL ESTATE COMMISSIONER

[redacted]

By: Marcus L. McCarther
Chief Deputy Real Estate Commissioner