

1 Real Estate ("Department") in this proceeding.

2 3. Respondent filed a Notice of Defense pursuant to Section 11506 of the
3 Government Code for the purpose of requesting a hearing on the allegations in the Accusation.
4 Respondent hereby freely and voluntarily withdraws said Notice of Defense. Respondent
5 acknowledges that Respondent understands that by withdrawing said Notice of Defense
6 Respondent thereby waives Respondent's right to require the Commissioner to prove the
7 allegations in the Accusation at a contested hearing held in accordance with the provisions of the
8 APA and that Respondent will waive other rights afforded to Respondent in connection with the
9 hearing such as the right to present evidence in his defense, and the right to cross-examine
10 witnesses.

11 4. Respondent hereby admits that the factual allegations of the Accusation filed
12 in this proceeding are true and correct and the Real Estate Commissioner shall not be required to
13 provide further evidence of such allegations.

14 5. This Agreement is made for the purpose of reaching an agreed disposition of
15 this proceeding and is expressly limited to this proceeding and not any other proceeding or case
16 in which the Department, or another licensing agency of this state, another state, or the federal
17 government is involved, and otherwise shall not be admissible in any criminal or civil
18 proceeding.

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

25 7. The Order or any subsequent Order of the Real Estate Commissioner made
26 pursuant to this Agreement shall not constitute an estoppel, merger or bar to any further
27 administrative or civil proceedings by the Department with respect to any matters which were

1 not specifically alleged to be causes for accusation in this proceeding.

2 DETERMINATION OF ISSUES

3 By reason of the foregoing, it is stipulated and agreed that the following
4 determination of issues shall be made:

5 The conduct of Respondent, as set forth in the Accusation, is grounds for the
6 suspension or revocation of Respondent's license and license rights pursuant to California
7 Business and Professions Code ("Code") section 10177(f).

8 ORDER

9 WHEREFORE, THE FOLLOWING ORDER is hereby made:

10 I.

11 All licenses and licensing rights of Respondent under the Real Estate Law are
12 revoked; provided, however, a restricted real estate broker license shall be issued to Respondent
13 pursuant to Section 10156.5 of the Code if Respondent makes application therefor and pays to
14 the Department the appropriate fee for the restricted license within ninety (90) days from the
15 effective date of this Decision and Order. The restricted license issued to Respondent shall be
16 subject to all of the provisions of Section 10156.7 of the Code and to the following limitations,
17 conditions and restrictions imposed under authority of Section 10156.6 of that Code:

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

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

1 payment shall be in the form of a cashier's check made payable to the Department of Real Estate.
2 The investigative and enforcement costs must be delivered to the Department of Real Estate,
3 Flag Section, at 651 Bannon Street, Suite 504, Sacramento, CA 95811, within six (6) months
4 from the effective date of this Decision and Order.

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6 DATED: 8/27/2025


Judith A. Buranday, Counsel for
Department of Real Estate

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9 EXECUTION OF THE STIPULATION

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

17 Respondent shall mail the original signed signature page of the stipulation herein
18 to Judith A. Buranday, Attention: Legal Section, Department of Real Estate, 320 W. Fourth St.,
19 Suite 350, Los Angeles, California 90013-1105.

20 In the event of time constraints before an administrative hearing, Respondent can
21 signify acceptance and approval of the terms and conditions of this Agreement by emailing a
22 scanned copy of the signature page, as actually signed by Respondent, to the Department counsel
23 assigned to this case. Respondent agrees, acknowledges, and understands that by electronically
24 sending the Department a scan of Respondent's actual signature as it appears on the Stipulation
25 and Agreement that receipt of the scan by the Department shall be binding on Respondent as if
26 the Department had received the original signed Agreement.

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Respondent's signature below constitutes acceptance and approval of the terms and conditions of this Agreement. Respondent agrees, acknowledges and understands that by signing this Agreement, Respondent is 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: 8/21/2025


DANIEL EVAN RINSCH
Respondent

DATED: 8.27.25


Frank M. Buda, Esq.
Counsel for Respondent
Approved as to Form and Content

The foregoing Stipulation and Agreement is hereby adopted as my Decision as to Respondent DANIEL EVAN RINSCH and shall become effective at 12 o'clock noon on

OCT 22 2025

IT IS SO ORDERED

9/25/2025
CHIKA SUNQUIST
REAL ESTATE COMMISSIONER


By: Marcus L. McCarther
Chief Deputy Real Estate Commissioner