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REBECCA C. YONASHIRO 10988
Regulated Industries Complaints Office
Department of Commerce and Consumer Affairs
State of Hawai'i
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235 South Beretania Street, 9th Floor
Honolulu, Hawai'i 96813
Telephone: (808) 586-2660

DEPT. OF COMMERCE
AND CONSUMER AFFAIRS

Attorney for Petitioner
Department of Commerce and Consumer Affairs

eFiled 2026 APR 24 P 04:09

HEARINGS OFFICE

REAL ESTATE COMMISSION
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
STATE OF HAWAI'I

In the Matter of the Real Estate)	REC 2025-0373-L
Salesperson's License of)	
)	SETTLEMENT AGREEMENT PRIOR TO
MICHAEL R. DONAHUE)	FILING OF PETITION FOR DISCIPLINARY
)	ACTION AND COMMISSION'S FINAL
Respondent.)	ORDER; EXHIBIT "1"
)	

SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION
FOR DISCIPLINARY ACTION AND COMMISSION'S FINAL ORDER

Petitioner DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS' REGULATED INDUSTRIES COMPLAINTS OFFICE ("Petitioner" or "RICO"), through its undersigned attorney, and Respondent MICHAEL R. DONAHUE ("Respondent"), enter into this Settlement Agreement Prior to Filing of Petition for Disciplinary Action and Commission's Final Order ("Settlement Agreement") on the terms and conditions set forth below:

A. UNCONTESTED FACTS:

1. At all relevant times herein, Respondent was licensed by the Real Estate Commission ("Commission") as a real estate salesperson under license no. RS-77227. The license was issued on or about April 29, 2015. The license expired on or about December 31, 2024, and forfeited on January 1, 2025.

2. Respondent's mailing address for the purpose of this action is [REDACTED]

3. The Commission has jurisdiction over the subject matter, parties, and licenses referenced pursuant to Chapters 436B and 467 of the Hawai'i Revised Statutes.

B. RICO'S ALLEGATIONS:

1. On or about April 3, 2000, Respondent was convicted of Criminal Contempt of Court in violation of Section 710-1077 of the Hawai'i Revised Statutes ("HRS"). There is no record of the conviction being annulled or expunged. A copy of the certified docket in Case ID/Citation No.: 00G12336H is attached hereto as Exhibit "1."

2. On or about April 1, 2015, Respondent signed an Application for License – Real Estate ("Application for License"), which was submitted to the State of Hawai'i, Department of Commerce and Consumer Affairs, Professional and Vocational Licensing Division.

3. Respondent failed to disclose the April 3, 2000 conviction on the Application for License.

4. Respondent signed the Affidavit of Application, which certified, "that the statements and answers in [the Application for License] and accompanying documents are true and correct. Respondent also certified that he understood that "any false or untrue statement or material misstatement of fact shall constitute grounds for refusal or subsequent revocation of license and is a misdemeanor under Hawaii law (Sections 467-20, 436B-19, 710-1017, HRS)."

5. The foregoing allegations, if established at an administrative hearing before the Commission, would constitute violations of the following provisions of the Hawai'i Revised Statutes ("HRS") and Hawai'i Administrative Rules ("HAR"):

- HRS § 436B-19(5) (procuring a license through fraud, misrepresentation, or deceit);
- HRS § 467-14(13) (violating HRS Chapter 467 and/or rules adopted pursuant thereto); and/or
- HRS § 467-20 (unlawful for any person to testify before or file with the commission, any notice, statement, or other document required under this chapter, that is false or untrue or contains any material misstatement of fact or contains forgery).

C. RESPONDENT'S REPRESENTATIONS:

1. Respondent is represented in this matter by Kyle T. Dowd, Esq., whose address is 500 Ala Moana Blvd., Suite 7400, Honolulu, Hawai'i 96813.

2. Respondent enters into this Settlement Agreement freely, knowingly, voluntarily, and under no coercion or duress.

3. Respondent is aware of Respondent's right to have a hearing to adjudicate the issues in this case. Pursuant to HRS § 91-9(e), Respondent freely, knowingly, and voluntarily waives Respondent's right to a hearing and agrees to dispose of this case in accordance with the terms and conditions of this Settlement Agreement.

4. Respondent being at all times relevant herein licensed as a real estate salesperson by the Commission, acknowledges that Respondent is subject to penalties including, but not limited to, revocation, suspension, or limitation of their licenses, and administrative fines, if the foregoing allegations are established at a hearing.

5. Respondent admits to violating HRS §§ 436B-19(5) (as to misrepresentation), 467-14(13), and 467-20 in undertaking the conduct described above. Respondent specifically denies any fraud or deceit.

6. Respondent enters into this Settlement Agreement as a compromise of the claims and to conserve on the expenses of proceeding with an administrative hearing on this matter.

7. Respondent agrees that this Settlement Agreement is intended to resolve the issues raised in RICO's investigation in RICO Case No. REC 2025-0373-L.

8. Respondent understands that any false or untrue statements, material misrepresentations, or omissions of fact by Respondent in this Settlement Agreement may be grounds for further disciplinary action under HRS Chapter 436B, 467, and/or any other applicable laws.

9. Respondent understands that RICO enters into this Settlement Agreement and agrees to the terms and conditions hereof, based on Respondent's representations made herein.

10. Respondent understands that this Settlement Agreement is public record pursuant to HRS Chapter 92F.

11. Respondent understands that this Settlement Agreement may be subject to reporting requirements.

12. Respondent understands and acknowledges that, upon its approval, this Settlement Agreement constitutes disciplinary action.

D. TERMS OF SETTLEMENT:

1. Voluntary Surrender of License. Respondent agrees to the voluntary surrender of Respondent's license. The surrender shall become effective immediately upon the approval of this Settlement Agreement by the Commission. Respondent shall turn in all indicia of the license to the Executive Officer of the Commission at DCCA – PVL Attn: REC, P.O. Box 3469, Honolulu, Hawai'i 96801, within ten (10) days after receipt of notice that this Settlement Agreement has been approved. Respondent understands that Respondent shall not apply for a new license until the expiration of at least five (5) years from the effective date of the surrender of license. Respondent understands that if Respondent desires to become licensed against, Respondent must apply to the Board for a new license, pursuant to and subject to all the applicable laws and rules in effect at the time.

2. Failure to Comply with Settlement Agreement. If Respondent fails to fully and timely comply with the terms of this Settlement Agreement as set forth in paragraph(s) D.1 above, Respondent's license shall be automatically revoked upon RICO's filing of an affidavit with the Commission attesting to such failure. In case of such revocation, Respondent shall turn in all indicia of their license to the Executive Officer of the Commission within ten (10) days after receipt of notice of the revocation. In case of such revocation, Respondent understands Respondent cannot apply for a new license until the expiration of at least five (5) years after the effective date of the revocation. Respondent understands that if Respondent desires to become licensed again, Respondent must apply to the Commission for a new license pursuant to and subject to HRS §§ 92-17, 436B-21, and all other applicable laws and rules in effect at the time.

3. Possible Further Sanctions. The Commission, at its discretion, may pursue additional disciplinary action as provided by law to include further fines and/or other sanctions as the Commission may deem appropriate if Respondent violates any provisions of the statutes or rules governing the conduct of licensed real estate salespersons in the State of Hawai'i after the effective date of this Settlement Agreement, or if Respondent fails to abide by the terms of this Settlement Agreement.

4. Approval of Commission. Respondent agrees that except for the representations, agreements, and covenants contained in paragraphs D.5, D.6, and D.7 below, this Settlement Agreement shall not be binding on any of the parties unless and until it is approved by the Commission.

5. No Objection if Commission Fails to Approve. If the Commission does not approve this Settlement Agreement, does not issue an order pursuant thereto, or does not approve of a lesser remedy but instead conducts an administrative hearing against Respondent in the Commission's usual and customary fashion pursuant to the Administrative Procedure Act, Respondent agrees that neither Respondent nor any attorney that Respondent may retain, will raise an objection in any administrative proceeding or in any judicial action, to the Commission's proceeding against Respondent on the basis that the Commission has become disqualified to consider the case because its review and consideration of this Settlement Agreement.

6. Any Ambiguities Shall be Construed to Protect the Consuming Public. Respondent agrees that any ambiguity in this Settlement Agreement is to be read in the manner that most protects the interests of the consuming public.

7. No Reliance on Representations by RICO. Other than the matters specifically stated in this Settlement Agreement, neither RICO nor anyone acting on its behalf has made any representations of fact, opinion, or promise to Respondent to induce entry into this Settlement Agreement, and Respondent is not relying upon any statement, representation, opinion, or promise made by RICO or any of its agents, employees, representatives, or attorneys concerning the nature, extent, or duration of exposure to legal liability arising from the subject matter of this Settlement Agreement or concerning any other matter.

8. Complete Agreement. This Settlement Agreement is a complete statement of the rights, responsibilities, and liabilities of the parties hereto with respect to the subject matter hereof; contains the entire agreement of the parties; and may only be modified, changed, or amended by written instruction duly executed by all parties hereto.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties have signed this Settlement Agreement on the date(s) set forth below. Each signatory to this Settlement Agreement hereby represents and warrants that they are authorized to execute and deliver this Settlement Agreement in the capacity shown below.


DATED: Hilo (City), Hawaii (State), March 5, 2026 (Date)


MICHAEL R. DONAHUE
Respondent

DATE: Honolulu, Hawai'i, 3/17/2026


REBECCA C. YONASHIRO
Attorney for Department of Commerce and
Consumer Affairs

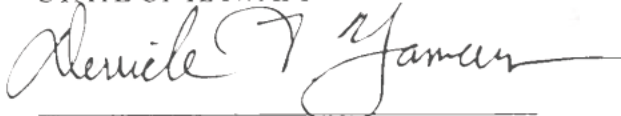
APPROVED AS TO FORM:


KYLE T. DOWD, ESQ.
Attorney for Respondent

IN THE MATTER OF THE REAL ESTATE SALESPERSON'S LICENSE OF MICHAEL R. DONAHUE; SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY ACTION AND COMMISSION'S FINAL ORDER; EXHIBIT "1"; RICO CASE NO. BAR 2025-0373-L

IN THE MATTER OF THE REAL ESTATE SALESPERSON'S LICENSE OF MICHAEL R. DONAHUE; SETTLEMENT AGREEMENT PRIOR TO FILING OF PETITION FOR DISCIPLINARY ACTION AND COMMISSION'S FINAL ORDER; EXHIBIT "1"; RICO CASE NO. BAR 2025-0373-L

APPROVED AND SO ORDERED:
REAL ESTATE COMMISSION
STATE OF HAWAII



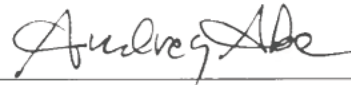
DERRICK T. YAMANE
Chairperson

4/24/2026

DATE

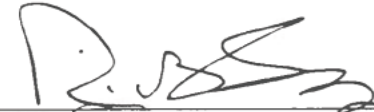


NIKKI T. SENTER
Vice-Chairperson



AUDREY T. ABE

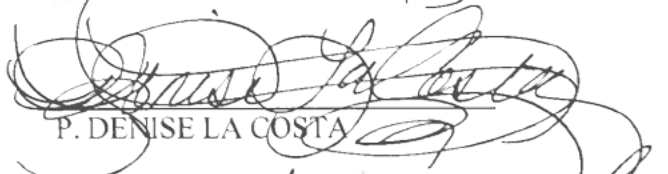
JENNIFER L. ANDREWS



RICHARD B. EMERY



RUSSELL S. KYONO



P. DENISE LA COSTA



JOHN R. LOVE



FRANK GOODALE

PVL 08/28/25

PRINTABLE CASE VIEW

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Search Criteria: Case ID or Citation Number: 00G12336H

1 record(s) total

Case ID: 00G12336H - State v. Michael Donahue -NON JURY- Type: TC - Traffic Crime Status: CLOSED - Closed Case-Judgment Satisfied Last Updated: 30-Oct-2005 ID: @525210 JUV: N Party Status: Not Specified CDL: N CMV: N HAZ: N	Filing Date: THURSDAY, DECEMBER 2, 1999 Court: THIRD CIRCUIT Location: PUNA DIVISION	Balance Due: \$0.00
Citation / Arrest:		Alleged Speed: ~ / ~

Violations

Violation					Disposition			Sentence		
No.	Code	Description	Date	Spl Crts Eligibility	Code	Description	Date	Code	Description	Length
1	HRS 710-1077	CRIM CONTEMPT OF COURT	11/02/1999		GLTB	Guilty-Bench Verdict	04/03/2000	FIN	Fine	
								CSW	Community Service Work	
								*CV	Crime Victim Fee	
								AMS	Amended Sentence	
								FIN	Fine	

Related Cases

No related cases were found.

Docket #	Date	Docket	Party
1	11/26/1999	Bail - Cash Posted BP 112699 \$100.00 SCHUTTE H11	
2	12/30/1999	Case Continued CON 123099 020800AM H11 CHOI H11	
3	02/08/2000	TRAVIS Generic Code TRL 020800 040300AM H11 FOR TRIAL 1:30PM CHOI H11	
4	04/03/2000	TRAVIS Sentence Type Code FIN 040300 \$75.00 10H CSW IN LIEU OF F\$50 HENRICKS H11	I hereby certify that this is a full, true and correct copy of the original to file in this office. Clerk, District Court of the Third Circuit State of Hawaii
5	04/03/2000	TRAVIS Sentence Type Code CSW 040300 10H HENRICKS H11	
6	04/03/2000	TRAVIS Generic Code COM 040300 BALANCE FINE \$25 H22	

This decision has been redacted and reformatted for publication purposes and contains all of the original text of the actual decision.

EXHIBIT "1"

EXHIBIT "1"

Docket #	Date	Docket	Party
7	04/03/2000	TRAVIS Sentence Type Code CIF 040300 \$25.00 HENRICKS H11	
8	04/03/2000	TRAVIS Financial Code CTC 040300 \$50.00 HENRICKS H11	
9	04/03/2000	TRAVIS Financial Code BTF 040300 \$25.00 AV00-390 HENRICKS H11	
10	04/03/2000	TRAVIS Financial Code BTC 040300 \$25.00 AV00-390 HENRICKS H11	
11	04/03/2000	Bail Refunded BTT 040300 \$50.00 AV00-390 HENRICKS H11	
12	04/03/2000	TRAVIS Event Type Code FOP 040300 060100AM H11 10H CSW HENRICKS H11	
13	06/01/2000	Judgment Amended AMS 060100 CSW AMD TO FINE SCHUTTE H11	
14	06/01/2000	TRAVIS Sentence Type Code FIN 060100 \$50.00 SCHUTTE H11	
15	06/01/2000	TRAVIS Financial Code FP 060100 \$50.00 REC #17864 SCHUTTE H11	
16	06/01/2000	TRAVIS Minutes Code AP: 11/26/99: OBTS (56692B1); RELEASED ON \$100 BAIL. BAIL POSTED BY SELF. AP: 12/30/99: (JC) DEFT PRES; REFERRED TO PUBLIC DEFENDER'S OFFICE. CONT'D TO 2/08/2000 FOR A&P. 010078APN CON: 02/08/00: (JC) DEFT PRESENT W/DPD T. BARTHOLOMEW. NG PLEA ENTERED. SET FOR TRIAL ON 4/3/00, 1:30PM IN PUNA. 010045APN TRL: 04/03/00: (ATH) DEFT W/BARTHOLOMEW, P/D. ARRAIGNED. WAIVED TRIAL. CHANGE OF PLEA TO NC. FINE \$75: 10H CSW IN LIEU OF \$50 AND BAL.FINE \$25; CIF\$25; CTC\$50. (FINE/CIF/CTC PAID VIA AV 00-390) REF'D TO TR0004APN COM: ISC TO PERFORM 10H CSW. POC: 6/1/00 8:30 A.M. PUNA. FOP: 06/01/00: (SPS) DEFT PRESENT. 10H CSW AMD TO FS50. PY0011APN	
17	10/30/2005	Zero Bal Indicated-Pls Check	