

1 DEPARTMENT OF REAL ESTATE  
2 P. O. Box 137007  
3 Sacramento, CA 95813-7007

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**FILED**  
**OCT 23 2023**  
DEPARTMENT OF REAL ESTATE  
By J. Taggart

7  
8 BEFORE THE DEPARTMENT OF REAL ESTATE  
9 STATE OF CALIFORNIA

10 \* \* \*

11 In the Matter of the Accusation of )

) NO. H-3487 FR

12 TNT WESTERN HOMES, INC. )  
13 and TERESA MARY JACOBS, )

) STIPULATION AND AGREEMENT IN  
) SETTLEMENT AND ORDER

14 Respondents. )  
15 )

16 It is hereby stipulated by and between Respondents TNT WESTERN HOMES  
17 INC. (TNT), TERESA MARY JACOBS (JACOBS), (Respondents), their attorney, Mary E.  
18 Work, and the Complainant, acting by and through Richard K. Uno, Counsel for the Department  
19 of Real Estate (Department), as follows for the purpose of settling and disposing of the  
20 Accusation filed on March 15, 2023, in this matter:

21 1. All issues which were to be contested and all evidence which was to be  
22 presented by Complainant and Respondents at a formal hearing on the Accusation, which  
23 hearing was to be held in accordance with the provisions of the Administrative Procedure Act  
24 (APA), shall instead and in place thereof be submitted solely on the basis of the provisions of  
25 this Stipulation and Agreement In Settlement and Order (Stipulation).  
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27

1                   2.     Respondents have received, read and understand the Statement to  
2 Respondent, the Discovery Provisions of the APA and the Accusation filed by the Department  
3 in this proceeding.

4                   3.     Respondents filed a Notice of Defense pursuant to Section 11505 of the  
5 Government Code for the purpose of requesting a hearing on the allegations in the Accusation.  
6 Respondents hereby freely and voluntarily withdraw said Notice of Defense. Respondents  
7 acknowledge that Respondents understand that by withdrawing said Notice of Defense,  
8 Respondents will thereby waive Respondents' right to require the Real Estate Commissioner  
9 (Commissioner) to prove the allegations in the Accusation at a contested hearing held in  
10 accordance with the provisions of the APA and that Respondents will waive other rights  
11 afforded to Respondents in connection with the hearing such as the right to present evidence in  
12 defense of the allegations in the Accusation and the right to cross-examine witnesses.

13                  4.     This Stipulation is based on the factual allegations contained in the  
14 Accusation. In the interest of expedience and economy, Respondents choose not to contest these  
15 factual allegations, but to remain silent and understand that, as a result thereof, these factual  
16 statements will serve as a prima facie basis for the "Determination of Issues" and "Order" set  
17 forth below. The Commissioner shall not be required to provide further evidence to prove such  
18 allegations.

19                  5.     This Stipulation and Respondents' decision not to contest the Accusation  
20 are made for the purpose of reaching an agreed disposition in this proceeding and are expressly  
21 limited to this proceeding and any other proceeding or case in which the Department, the state or  
22 federal government, an agency of this state, or an agency of another state is involved.

23                  6.     It is understood by the parties that the Commissioner may adopt this  
24 Stipulation as his decision in this matter, thereby imposing the penalty and sanctions on  
25 Respondents' real estate licenses and license rights as set forth in the "Order" below. In the  
26 event that the Commissioner in his discretion does not adopt this Stipulation, it shall

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1 be void and of no effect, and Respondents shall retain the right to a hearing and proceeding on  
2 the Accusation under all of the provisions of the APA and shall not be bound by any admission  
3 or waiver made herein.

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

8 8. Respondents understand that by agreeing to this Stipulation,  
9 Respondents, pursuant to Section 10106 of the Code, the cost of the investigation and  
10 enforcement which resulted in the determination that Respondents committed the violations  
11 found in the Determination of Issues. The amount of said costs is \$3,282.20.

12 9. Respondents understand that by agreeing to this Stipulation,  
13 Respondents agree to pay, pursuant to Section 10148 of the Code, the cost of the audit which  
14 resulted in the violation(s) found in the Determination of Issues. The amount of such costs is  
15 \$5,275.25.

16 10. Respondents further understand that by agreeing to this Stipulation, the  
17 findings set forth below in the "Determination of Issues" become final, and that the  
18 Commissioner may charge said Respondents for the costs of any audit conducted pursuant to  
19 Section 10148 of the Code to determine if the violations have been corrected. The maximum  
20 cost of said audit shall not exceed \$6,594.02.

#### 21 DETERMINATION OF ISSUES

22 By reason of the foregoing stipulations, admissions and waivers and solely for  
23 the purpose of settlement of the pending Accusation without hearing, it is stipulated and agreed  
24 that the following determination of issues shall be made:

25 1. The acts and omissions of Respondent TNT, as described in the  
26 Accusation, are grounds for the suspension or revocation of the licenses and license rights of  
27 Respondent TNT under the provisions of Sections 10145 and 10177(g) of the Code.

2. The acts and omissions of Respondent JACOBS, as described in the Accusation, are grounds for the suspension or revocation of the licenses and license rights of Respondent JACOBS under the provisions of Section 10177(g) of the Code.

ORDER

I. AS TO RESPONDENT TNT WESTERN HOMES, INC.

1. All licenses and licensing rights of Respondent TNT under the Real Estate Law are suspended for a period of sixty (60) days from the effective date of this Stipulation; provided, however, that:

a. Thirty (30) days of said suspension shall be stayed, upon the condition that Respondent TNT petitions pursuant to Section 10175.2 of the Code and pays a monetary penalty pursuant to Section 10175.2 of the Code at a rate of \$100.00 for each day of the suspension for a total monetary penalty of \$3,000.00.

i. Said payment shall be in the form of a cashier's check made payable to the Department of Real Estate. Said check must be delivered to the Department of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective date of this Order.

ii. No further cause for disciplinary action against the Real Estate licenses of Respondent TNT occurs within two (2) years from the effective date of the Stipulation in this matter.

iii. If Respondent TNT fails to pay the monetary penalty as provided above prior to the effective date of this Stipulation, the suspension shall go into effect automatically.

iv. If Respondent TNT timely pays the monetary penalty and any other moneys due under this Stipulation; and if no further cause for disciplinary action against the real estate license of Respondent TNT occurs within two (2) years from the effective date of this Stipulation, the entire stay hereby granted pursuant to this Stipulation, as to TNT only, shall become permanent.

1                   2.     The remaining thirty (30) days of said suspension shall also be stayed  
2 for two (2) years upon the following terms and conditions:

3                   a.     Respondent TNT shall obey all laws, rules and regulations  
4 governing the rights, duties and responsibilities of a real estate licensee in the State of  
5 California; and,

6                   b.     That no final subsequent determination be made, after hearing or  
7 upon stipulation, that cause for disciplinary action occurred within two (2) years from the  
8 effective date of this Stipulation. Should such a determination be made, the Commissioner  
9 may, in his discretion, vacate and set aside the stay order and reimpose all or a portion of the  
10 stayed suspension. Should no such determination be made, the stay imposed herein shall  
11 become permanent.

12           II.     AS TO RESPONDENT TERESA MARY JACOBS

13                   1.     All licenses and licensing rights of Respondent JACOBS under the Real  
14 Estate Law are suspended for a period of sixty (60) days from the effective date of this  
15 Stipulation; provided, however, that:

16                   a.     Thirty (30) days of said suspension shall be stayed, upon the  
17 condition that Respondent JACOBS petitions pursuant to Section 10175.2 of the Code and  
18 pays a monetary penalty pursuant to Section 10175.2 of the Code at a rate of \$100.00 for each  
19 day of the suspension for a total monetary penalty of \$3,000.00.

20                   i.     Said payment shall be in the form of a cashier's check  
21 made payable to the Department of Real Estate. Said check must be delivered to the  
22 Department of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013,  
23 prior to the effective date of this Order.

24                   ii.    No further cause for disciplinary action against the Real  
25 Estate licenses of Respondent JACOBS occurs within two (2) years from the effective date of  
26 the Stipulation in this matter.  
27

1                                   iii.       If Respondent JACOBS fails to pay the monetary penalty  
2 as provided above prior to the effective date of this Stipulation, the suspension shall go into  
3 effect automatically.

4                                   iv.       If Respondent JACOBS timely pays the monetary penalty  
5 and any other moneys due under this Stipulation; and if no further cause for disciplinary action  
6 against the real estate license of Respondent JACOBS occurs within two (2) years from the  
7 effective date of this Stipulation, the entire stay hereby granted pursuant to this Stipulation, as  
8 to JACOBS only, shall become permanent.

9                               2.       The remaining thirty (30) days of said suspension shall also be stayed  
10 for two (2) years upon the following terms and conditions:

11                               a.       Respondent JACOBS shall obey all laws, rules and regulations  
12 governing the rights, duties and responsibilities of a real estate licensee in the State of  
13 California; and,

14                               b.       That no final subsequent determination be made, after hearing or  
15 upon stipulation, that cause for disciplinary action occurred within two (2) years from the  
16 effective date of this Stipulation. Should such a determination be made, the Commissioner  
17 may, in his discretion, vacate and set aside the stay order and reimpose all or a portion of the  
18 stayed suspension. Should no such determination be made, the stay imposed herein shall  
19 become permanent.

20                               III.   AS TO BOTH RESPONDENTS TNT WESTERN HOMES, INC. AND  
21 TERESA MARY JACOBS.

22                               1.       Pursuant to Section 10148 of the Code, Respondents shall jointly and  
23 severally pay the sum of \$5,275.25 for the Commissioner's cost of the audit which led to this  
24 disciplinary action. Respondents shall pay such cost within sixty (60) days of receiving an  
25 invoice therefore from the Commissioner. Payment of audit costs should not be made until  
26 Respondents receive the invoice. If Respondents fail to satisfy this condition in a timely manner  
27 as provided for herein, Respondents' real estate licenses shall automatically be

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

3           2. Pursuant to Section 10148 of the Code, Respondents shall jointly and  
4 severally pay the Commissioner's reasonable cost, not to exceed \$6,594.02, for an audit to  
5 determine if Respondents have corrected the violation(s) found in the "Determination of Issues".  
6 In calculating the amount of the Commissioner's reasonable cost, the Commissioner may use the  
7 estimated average hourly salary for all persons performing audits of real estate brokers, and shall  
8 include an allocation for travel time to and from the auditor's place of work. Respondents shall  
9 pay such cost within sixty (60) days of receiving an invoice therefore from the Commissioner.  
10 Payment of the audit costs should not be made until Respondents receive the invoice. If  
11 Respondents fail to satisfy this condition in a timely manner as provided for herein,  
12 Respondents' real estate licenses shall automatically be suspended until payment is made in full,  
13 or until a decision providing otherwise is adopted following a hearing held pursuant to this  
14 condition.

15           3. All licenses and licensing rights of Respondents are indefinitely  
16 suspended unless or until Respondents pay the sum of \$3,282.20 for the Commissioner's  
17 reasonable cost of the investigation and enforcement which led to this disciplinary action. Said  
18 payment shall be in the form of a cashier's check made payable to the Department of Real Estate.  
19 The investigative and enforcement costs must be delivered to the Department of Real Estate, Flag  
20 Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective date of this  
21 Stipulation.

22  
23 *9/19/23*

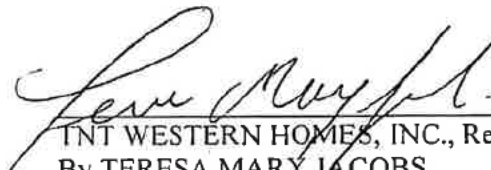
24 \_\_\_\_\_  
DATED

25 *Richard K. Uno*  
26 \_\_\_\_\_  
Richard K. Uno, Counsel  
Department of Real Estate

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1 I have read the Stipulation and Order in Settlement and Order and its terms are  
2 understood by me and are agreeable and acceptable to me. I understand that I am waiving  
3 rights given to me by the California Administrative Procedure Act (including but not limited to  
4 Sections 11506, 11508, 11509, and 11513 of the Government Code), and I willingly,  
5 intelligently, and voluntarily waive those rights, including the right of requiring the  
6 Commissioner to prove the allegations in the Accusation at a hearing at which I would have the  
7 right to cross-examine witnesses against me and to present evidence in defense and mitigation  
8 of the charges. Respondents can signify acceptance and approval of the terms and conditions of  
9 this Stipulation and Order by emailing a copy of the signature page, as actually signed by  
10 Respondents, to the Department at Richard.Uno@dre.ca.gov. Respondents agree,  
11 acknowledge and understand that by electronically sending to the Department a copy of  
12 Respondents' actual signatures as they appear on the Stipulation and Order, that receipt of the  
13 electronic copy by the Department shall be as binding on Respondents as if the Department had  
14 received the original signed Stipulation and Order.

15  
16  
17 9-21-23  
18 DATED

  
TNT WESTERN HOMES, INC., Respondent  
By TERESA MARY JACOBS,  
Designated Officer of Respondent

19  
20  
21 9-21-23  
22 DATED

  
TERESA MARY JACOBS,  
Respondent

23 \*\*\*

24  
25 I have reviewed this Stipulation and Agreement as to form and content and have  
26 advised my clients accordingly.  
27



9/19/2023

DATED

MARY E. WORK  
Attorney for Respondents

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The foregoing Stipulation and Agreement In Settlement and Order is hereby  
adopted by me as my Decision in this matter as to Respondents TNT WESTERN HOMES,  
INC. and TERESA MARY JACOBS, and shall become effective at 12 o'clock noon on  
**NOV 13 2023**

IT IS SO ORDERED

10/17/23

DOUGLAS R. McCAULEY  
REAL ESTATE COMMISSIONER

[REDACTED]

For Doug McCauley