


1 Department of Real Estate
2 320 W. 4th Street, Suite 350
3 Los Angeles, CA 90013-1105
4 Telephone: (213) 576-6982

FILED
NOV 18 2022
DEPT. OF REAL ESTATE
By 

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

11 * * *

11 In the Matter of the Accusation against) No. H-05270 SD
12)
13)
13 FIDELITY GENERAL, INC. and)
14 KENNETH W. TERRILL, individually) STIPULATION AND AGREEMENT
14 and as designated officer of)
15 as designated officer of Dwellworks)
15 Fidelity General, Inc.,)
16)
16 Respondents.)
17)

18 It is hereby stipulated by and between Respondent KENNETH W. TERRILL
19 (also referred to as "Respondent"), acting by and through his attorney, Frank M. Buda, Esq.
20 of the Law Office of Frank M. Buda, and the Complainant, acting by and through Kathy Yi,
21 Counsel for the Department of Real Estate ("Department"), as follows for the purpose of
22 settling and disposing of the Accusation filed on April 14, 2022, in this matter:

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

1 2. Respondent has 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. Respondent filed a Notice of Defense pursuant to Section 11506 of the
5 Government Code for the purpose of requesting a hearing on the allegations in the Accusation.
6 Respondent hereby freely and voluntarily withdraws said Notice of Defense. Respondent
7 acknowledges that Respondent understands that by withdrawing said Notice of Defense,
8 Respondent will thereby waive Respondent's 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 Respondent will waive other rights
11 afforded to Respondent 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. Respondent, pursuant to the limitations set forth below, hereby admits that the
15 factual allegations contained in the Accusation filed in this proceeding are true and correct and
16 the Real Estate Commissioner shall not be required to provide further evidence of such
17 allegations.

18 5. This Stipulation and Agreement and Respondent's decision not to contest
19 the Accusation are made for the purpose of reaching an agreed disposition of this proceeding
20 and are expressly limited to this proceeding and any other proceeding or case in which the
21 Department, the state or federal government, an agency of this state, or an agency of another
22 state is involved. Respondent further understands that the sustained violation(s) may be
23 considered in any future administrative or disciplinary matters by the Department.

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

1 shall be void and of no effect and Respondent shall retain the right to a hearing and proceed on
2 the Accusation under the provisions of the APA and shall not be bound by any stipulation or
3 waiver made herein.

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

9 DETERMINATION OF ISSUES

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

13 The conduct, acts or omissions of Respondent KENNETH W. TERRILL, as set
14 forth in the Accusation, are a basis for discipline of Respondent's licenses and license rights
15 pursuant to Real Estate Law, Part 1 of Division 4 of the California Business and Professions
16 Code ("Code") sections 10177(g) and/or 10177(h).

17 ORDER

18 WHEREFORE, THE FOLLOWING ORDER is hereby made:

19 I.

20 All licenses and licensing rights of Respondent KENNETH W. TERRILL under
21 the Real Estate Law are suspended for a period of sixty (60) days from the effective date of this
22 Decision; provided, however, that all sixty (60) days of said suspension shall be stayed upon the
23 following terms and conditions:

24 1. Respondent shall obey all laws, rules and regulations governing the
25 rights, duties and responsibilities of a real estate licensee in the State of California; and


26 2. That no final subsequent determination be made, after hearing or upon
27 stipulation, that cause for disciplinary action occurred within two (2) years of the effective date

1 of this Decision. Should such a determination be made, the Commissioner may, in his
2 discretion, vacate and set aside the stay order and reimpose all or a portion of the stayed
3 suspension. Should no such determination be made, the stay imposed herein shall become
4 permanent.

5 II.

6 All licenses and license rights of Respondent are indefinitely suspended unless
7 or until Respondent KENNETH W. TERRILL pays, jointly and severally with Respondent
8 Fidelity General, Inc., the Commissioner's reasonable costs of the investigation and
9 enforcement in the amount of \$3,311.80. Said payment shall be in the form of a cashier's check
10 made payable to the Department of Real Estate. The payment of the investigative and
11 enforcement costs must be delivered to the Department of Real Estate, Flag Section, at P.O.
12 Box 137013, Sacramento, CA 95813-7013, prior to the effective date of this Decision and
13 Order.

14
15 DATED: 10/07/2022

14 
15 _____
16 Kathy Yi, Counsel for
17 Department of Real Estate

18 * * *

19 EXECUTION OF THE STIPULATION


20 I have read the Stipulation and its terms are understood by me and are agreeable
21 and acceptable to me. I understand that I am waiving rights given to me by the California
22 Administrative Procedure Act (including but not limited to Sections 11506, 11508, 11509 and
23 11513 of the Government Code), and I willingly, intelligently and voluntarily waive those
24 rights, including the right of requiring the Commissioner to prove the allegations in the
25 Accusation at a hearing at which I would have the right to cross-examine witnesses against me
26 and to present evidence in defense and mitigation of the charges.

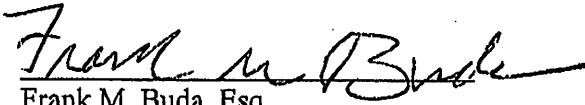
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1 Respondent shall mail the original signed signature page of the stipulation herein
2 to Kathy Yi, Attention: Legal Section, Department of Real Estate, 320 W. Fourth St.,
3 Suite 350, Los Angeles, California 90013-1105.

4 Respondent also can signify acceptance and approval of the terms and conditions
5 of this Stipulation and Agreement by emailing a scanned copy of the signature page, as actually
6 signed by Respondent, to the Department counsel assigned to this case. Respondent agrees,
7 acknowledges and understands that by electronically sending the Department a scan of
8 Respondent's actual signature as it appears on the Stipulation and Agreement that receipt of the
9 scan by the Department shall be binding on Respondent as if the Department had received the
10 original signed Stipulation. Respondent shall also mail the original signed signature page of this
11 Stipulation to the Department counsel.

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

17
18 DATED: 10/7/2022 
19 KENNETH W. TERRILL
20 Respondent

21 DATED: 10-7-22 
22 Frank M. Buda, Esq.
23 Counsel for Respondent
24 Approved as to Form

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The foregoing Stipulation and Agreement is hereby adopted as my Decision as
to Respondent KENNETH W. TERRILL and shall become effective at 12 o'clock noon on

DEC 20 2022

IT IS SO ORDERED NOV 15 2022

DOUGLAS R. McCAULEY
REAL ESTATE COMMISSIONER

