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DEPT OF REAL ESTATE

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BEFORE THE DEPARTMENT OF REAL ESTATE  
STATE OF CALIFORNIA

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In the Matter of the Accusation of

H-42299-LA

TWO PARTNERS INC., JILLENE  
MARIE WASSON, individually and as  
designated officer of Two Partners,  
Inc., and KEVIN JAMES O'NEILL,

**STIPULATION AND AGREEMENT  
AS TO TWO PARTNERS INC. AND  
JILLENE MARIE WASSON ONLY**

Respondents.

It is hereby stipulated and agreed by and between Respondents TWO PARTNERS INC. ("TPI") and JILLENE MARIE WASSON ("WASSON"), individually and as designated officer of TPI, (collectively "Respondents") and their attorney of record, Frank Buda, Esq., and the Complainant, acting by and through Laurence Haveson, Counsel for the Department of Real Estate ("Department"), as follows for the purpose of settling and disposing of the Accusation filed on June 22, 2022 ("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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1 and Respondents shall retain the right to a hearing and proceeding on the Accusation under all the  
2 provisions of the APA and shall not be bound by any admission or waiver made herein.

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

7 8. Respondents TPI and WASSON understand that by agreeing to this Stipulation, that  
8 they agree to pay, jointly or severally, pursuant to Business and Professions Code Section 10148, the  
9 cost of the original audit which led to this disciplinary action. The amount of said cost is \$14,247.00.

10 9. Respondents TPI and WASSON have received, read, and understand the "Notice  
11 Concerning Costs of Subsequent Audit." Respondents further understand that by agreeing to this  
12 Stipulation, the findings set forth below in the Determination of Issues become final, and the  
13 Commissioner may charge Respondent for the cost of any subsequent audit conducted pursuant to  
14 Business and Professions Code Section 10148 to determine if the violations have been corrected. The  
15 maximum cost of the subsequent audit shall not exceed 125% of cost of the original audit, or  
16 \$17,808.75.

17 10. Respondents TPI and WASSON understand that by agreeing to this Stipulation,  
18 Respondents TPI and WASSON agree to pay, jointly and severally, pursuant to Business and  
19 Professions Code Section 10106, the cost of the investigation and enforcement of this matter. The  
20 amount of the investigation costs is \$3,487.00 and the amount of the enforcement costs is \$1,804.80,  
21 for a total of \$5,291.80.

#### 22 DETERMINATION OF ISSUES

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

#### 26 I.

27 The conduct, acts, and/or omissions of Respondent TPI as described in the Accusation,  
28 constitute cause for the suspension or revocation of all real estate licenses and license rights of

1 Respondent TPI under California Business and Professions Code (“Code”) sections 10145, 10145(a),  
2 10159.5, and 10177(g), and Title 10, Chapter 6, California Code of Regulations (“Regulations”)  
3 sections 2731, 2831, 2831.1, 2831.2, 2832.1, 2834, 2950(g), and 2951.

4 II.

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

9 ORDER

10 I.

11 All licenses and licensing rights of Respondent TPI under the Real Estate Law are suspended  
12 for a period of ninety (90) days from the effective date of this Decision and Order; provided, however,  
13 that:

14 1. Thirty (30) days of said suspension shall be stayed upon the condition that  
15 Respondent TPI petitions pursuant to Code Section 10175.2 and pays a monetary penalty pursuant  
16 to Code Section 10175.2 at a rate of fifty dollars (\$50.00) for each day of the suspension for a total  
17 monetary penalty of \$1,500 (\$50.00 per day X thirty (30) days = \$1,500), and upon the following  
18 terms and conditions:

19 a. Said payment shall be in the form of a cashier’s check made payable to the  
20 Department of Real Estate. Said check must be delivered to the Department of Real  
21 Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective  
22 date of this Decision and Order. **Payment of said monetary penalty should not be made**  
23 **until the Stipulation has been approved by the Commissioner.**

24 b. No further cause for disciplinary action against the Real Estate license(s) of  
25 Respondent TPI occurs within two (2) years from the effective date of the Decision and Order  
26 in this matter.

27 c. If Respondent TPI fails to pay the monetary penalty in accordance with the  
28 terms and conditions of this Decision and Order, the suspension shall go into effect

1 automatically. Respondent TPI shall not be entitled to any repayment nor credit, prorated or  
2 otherwise, for money paid to the Department under the terms of this Decision and Order.

3 d. If Respondent TPI pays the monetary penalty and any other monies due under  
4 this Stipulation and Agreement and if no further cause for disciplinary action against the Real  
5 Estate license(s) of Respondent TPI occurs within two (2) years from the effective date of  
6 this Decision and Order, the entire stay hereby granted pursuant to this Decision and Order,  
7 shall become permanent.

8 2. The remaining sixty (60) days of said suspension shall be stayed for two (2) years  
9 upon the following terms and conditions:

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

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

18 3. Respondent TPI shall pay, severally or jointly with Respondent WASSON, the sum  
19 of \$5,291.80 for the Commissioner's reasonable cost of the investigation and enforcement which led  
20 to this disciplinary action **within one-hundred and eighty (180) days from the effective date of**  
21 **this Decision and Order**. Said payment shall be in the form of a cashier's check made payable to  
22 the Department of Real Estate. **The investigative and enforcement costs must be delivered to the**  
23 **Department of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013.**  
24 **Payment of investigation and enforcement costs should not be made until the Stipulation has**  
25 **been approved by the Commissioner.** If Respondents fail to satisfy this condition in a timely  
26 manner as provided for herein, Respondents' real estate licenses shall automatically be suspended  
27 until payment is made in full, or until a decision providing otherwise, is adopted following a hearing  
28 held pursuant to this condition.

1           4. Pursuant to section 10148 of the Code, Respondent TPI shall pay, severally or jointly  
2 with Respondent WASSON, the sum of \$14,247.00 for the Commissioner's cost of the audit which  
3 led to this disciplinary action. **Respondents shall pay such cost within sixty (60) days of receiving**  
4 **an invoice therefore from the Commissioner. Payment of audit costs should not be made until**  
5 **Respondents receive the invoice.** If Respondents fail to satisfy this condition in a timely manner as  
6 provided for herein, Respondents' real estate licenses shall automatically be suspended until payment  
7 is made in full, or until a decision providing otherwise, is adopted following a hearing held pursuant  
8 to this condition.

9           5. Respondents understand that by agreeing to this Stipulation, the findings set forth  
10 below in the Determination of Issues become final, and the Commissioner may charge Respondents  
11 for the cost of any subsequent audit, if a subsequent audit is conducted, pursuant to Code section  
12 10148 to determine if the violations have been corrected and that Respondents are in compliance  
13 with trust fund handling requirements of the Real Estate Law. The maximum cost of the follow-up  
14 audit will not exceed one-hundred twenty-five percent (125%) of the cost of the original audit; in the  
15 instant case, the cost of the original audit is \$14,247.00 and the maximum cost of the follow-up audit  
16 will not exceed \$17,808.75. Therefore, Respondents may be charged a maximum of \$17,808.75 in  
17 the event of a subsequent audit.

18           6. Pursuant to Section 10148 of the Code, Respondents shall pay the Commissioner's  
19 reasonable cost, not to exceed \$17,808.75, for any subsequent audit, if one is performed, to determine  
20 if Respondents have corrected the violations found in the Determination of Issues and that  
21 Respondents are in compliance with trust fund handling requirements of the Real Estate Law. In  
22 calculating the amount of the Commissioner's reasonable cost, the Commissioner may use the  
23 estimated average hourly salary for all persons performing audits of real estate brokers, and shall  
24 include an allocation for travel time to and from the auditor's place of work. Respondents shall pay  
25 such cost within sixty (60) days of receiving an invoice therefore from the Commissioner. **Payment**  
26 **of the audit costs should not be made until Respondents receive the invoice.** If Respondents fail  
27 to satisfy this condition in a timely manner as provided for herein, Respondents' real estate licenses

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

3 II.

4 All licenses and licensing rights of Respondent WASSON under the Real Estate Law are  
5 suspended for a period of ninety (90) days from the effective date of this Decision and Order;  
6 provided, however, that:

7 1. Thirty (30) days of said suspension shall be stayed upon the condition that Respondent  
8 WASSON petitions pursuant to Code Section 10175.2 and pays a monetary penalty pursuant to Code  
9 Section 10175.2 at a rate of fifty dollars (\$50.00) for each day of the suspension for a total monetary  
10 penalty of \$1,500 (\$50.00 per day X thirty (30) days = \$1,500), and upon the following terms and  
11 conditions:

12 a. Said payment shall be in the form of a cashier's check made payable to the  
13 Department of Real Estate. Said check must be delivered to the Department of Real Estate,  
14 Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective date of  
15 this Decision and Order. **Payment of said monetary penalty should not be made until the**  
16 **Stipulation has been approved by the Commissioner.**

17 b. No further cause for disciplinary action against the Real Estate license(s) of  
18 Respondent WASSON occurs within two (2) years from the effective date of the Decision  
19 and Order in this matter.

20 c. If Respondent WASSON fails to pay the monetary penalty in accordance with  
21 the terms and conditions of this Decision and Order, the suspension shall go into effect  
22 automatically. Respondent WASSON shall not be entitled to any repayment nor credit,  
23 prorated or otherwise, for money paid to the Department under the terms of the Decision and  
24 Order.

25 d. If Respondent WASSON pays the monetary penalty and any other monies due  
26 under this Stipulation and Agreement and if no further cause for disciplinary action against  
27 the Real Estate license(s) of Respondent WASSON occurs within two (2) years from the

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1 effective date of this Decision and Order, the entire stay hereby granted pursuant to this  
2 Decision and Order, shall become permanent.

3 2. The remaining sixty (60) days of said suspension shall be stayed for two (2) years  
4 upon the following terms and conditions:

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

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

13 3. Respondent WASSON shall pay, severally or jointly with Respondent TPI, the sum  
14 of \$5,291.80 for the Commissioner's reasonable cost of the investigation and enforcement which led  
15 to this disciplinary action **within one-hundred and eighty (180) days from the effective date of**  
16 **this Decision and Order**. Said payment shall be in the form of a cashier's check made payable to  
17 the Department of Real Estate. **The investigative and enforcement costs must be delivered to the**  
18 **Department of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA 95813-7013.**  
19 **Payment of investigation and enforcement costs should not be made until the Stipulation has**  
20 **been approved by the Commissioner.** If Respondents fail to satisfy this condition in a timely  
21 manner as provided for herein, Respondents' real estate licenses shall automatically be suspended  
22 until payment is made in full, or until a decision providing otherwise is adopted following a hearing  
23 held pursuant to this condition.

24 4. Pursuant to section 10148 of the Code, Respondent WASSON shall pay, severally or  
25 jointly with Respondent TPI, the sum of \$14,247.00 for the Commissioner's cost of the audit which  
26 led to this disciplinary action. **Respondents shall pay such cost within sixty (60) days of receiving**  
27 **an invoice therefore from the Commissioner. Payment of audit costs should not be made until**  
28 **Respondents receive the invoice.** If Respondents fail to satisfy this condition in a timely manner



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

4 5. Respondents understand that by agreeing to this Stipulation, the findings set forth  
5 below in the Determination of Issues become final, and the Commissioner may charge Respondents  
6 for the cost of any subsequent audit, if a subsequent audit is conducted, pursuant to Code section  
7 10148 to determine if the violations have been corrected and that Respondents are in compliance  
8 with trust fund handling requirements of the Real Estate Law. The maximum cost of the follow-up  
9 audit will not exceed one-hundred twenty-five percent (125%) of the cost of the original audit; in the  
10 instant case, the cost of the original audit is \$14,247.00 and the maximum cost of the follow-up audit  
11 will not exceed \$17,808.75. Therefore, Respondents may be charged a maximum of \$17,808.75 in  
12 the event of a subsequent audit.

13 6. Pursuant to Section 10148 of the Code, Respondents shall pay the Commissioner's  
14 reasonable cost, not to exceed \$17,808.75, for any subsequent audit, if one is performed, to determine  
15 if Respondents have corrected the violations found in the Determination of Issues and that  
16 Respondents are in compliance with trust fund handling requirements of the Real Estate Law. In  
17 calculating the amount of the Commissioner's reasonable cost, the Commissioner may use the  
18 estimated average hourly salary for all persons performing audits of real estate brokers, and shall  
19 include an allocation for travel time to and from the auditor's place of work. Respondents shall pay  
20 such cost within sixty (60) days of receiving an invoice therefore from the Commissioner. **Payment**  
21 **of the audit costs should not be made until Respondents receive the invoice.** If Respondents fail  
22 to satisfy this condition in a timely manner as provided for herein, Respondents' real estate licenses  
23 shall automatically be suspended until payment is made in full, or until a decision providing  
24 otherwise, is adopted following a hearing held pursuant to this condition.

25  
26 DATED: 6/13/2023

*Laurence D. Haveson*

Digitally signed by  
Laurence D. Haveson

Laurence D. Haveson  
Counsel for Complainant

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2 EXECUTION OF THE STIPULATION

3 We have read this Stipulation and its terms are understood by us and are agreeable and  
4 acceptable to us. We understand that we are waiving rights given to us by the California APA  
5 (including, but not limited to, sections 11506, 11508, 11509, and 11513 of the Government Code),  
6 and we willingly, intelligently, and voluntarily waive those rights, including the right of requiring  
7 the Commissioner to prove the allegations in the Accusation at a hearing at which we would have  
8 the right to cross-examine witnesses against us and to present evidence in defense and mitigation of  
9 the charges.

10 Respondents can signify acceptance and approval of the terms and conditions of this  
11 Stipulation and Agreement by electronically e-mailing a copy of the signature pages, as actually  
12 signed by Respondents, to the Department. Respondents agree, acknowledge, and understand that by  
13 electronically sending to the Department an electronic copy of Respondents' actual signatures, as  
14 they appear on the Stipulation, that receipt of the emailed copy by the Department shall be as binding  
15 on Respondents as if the Department had received the original signed Stipulation. By signing this  
16 Stipulation, Respondents understand and agree that Respondents may not withdraw their agreement  
17 or seek to rescind the Stipulation prior to the time the Commissioner considers and acts upon it or  
18 prior to the effective date of the Stipulation and Order.

19 MAILING

20 Respondents and their counsel shall, within five (5) business days from signing the  
21 Stipulation, mail the original signed signature page(s) of the Stipulation herein to Laurence Haveson,  
22 Attention: Legal Section, Department of Real Estate, 320 W. Fourth St., Room 350, Los Angeles,  
23 California 90013-1105.

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

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DATED: June 12, 2023

  
Jillene Wasson (Jun 12, 2023 18:09 PDT)

Respondent TWO PARTNERS INC.

By (Printed Name): Jillene Wasson

Title: Broker - Designated Officer

DATED: June 12, 2023

  
Jillene Wasson (Jun 12, 2023 18:09 PDT)

Respondent JILLENE MARIE WASSON

DATED: June 12, 2023

Frank M. Buda  
Frank M. Buda (Jun 12, 2023 18:03 PDT)

Frank Buda  
Attorney for Respondents TWO PARTNERS INC. and  
JILLENE MARIE WASSON  
*Approved as to Form*

\* \* \*

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

Aug. 8, 2023

IT IS SO ORDERED 7.12.23, 2023.

DOUGLAS R. McCAULEY  
REAL ESTATE COMMISSIONER

