

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

4 Telephone: (916) 576-8700

FILED

OCT 30 2020

DEPARTMENT OF REAL ESTATE
By X Knapp

8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of:) Case No. H-6841 SAC
12)
12 DANCE HALL INVESTORS, INC.,) STIPULATION AND AGREEMENT
13 OHD, INC., WAYNE THOMAS HALL,) IN SETTLEMENT AND ORDER
13 RONALD EDWARD KEEFER,)
14 GREGORY THOMAS PHILLIPS, and)
14 RACHEL ADAMS LEE,)
15)
15 Respondents.)
16)

17 It is hereby stipulated by and between Respondents OHD, INC. ("OHD"), and
18 RONALD EDWARD KEEFER ("KEEFER"), both of whom are acting by and through attorney
19 Karen M. Goodman, and the Complainant, acting by and through Jason D. Lazark, Counsel for
20 the Department of Real Estate ("Department"), as follows for the purpose of settling and
21 disposing of the Accusation filed on October 25, 2019, in this matter:

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

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

4 3. Respondents filed Notices 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 Notices of Defense. Respondents
7 acknowledge that they understand that by withdrawing said Notices of Defense they will
8 thereby waive their rights to require the Commissioner to prove the allegations in the
9 Accusation at a contested hearing held in accordance with the provisions of the APA and that
10 they will waive other rights afforded to them in connection with the hearing such as the right to
11 present evidence in defense of the allegations in the Accusation and the right to cross-examine
12 witnesses.

13 4. Respondents, pursuant to the limitations set forth below, hereby admit that
14 the factual allegations as set forth in the Accusation filed in this proceeding are true and correct
15 and the Commissioner shall not be required to provide further evidence of such allegations.

16 5. This Stipulation and Agreement is made for the purpose of reaching an
17 agreed disposition of this proceeding and is expressly limited to this proceeding and any other
18 proceeding or case in which the Department, the state or federal government, any agency of
19 this state, or an agency of another state is involved.

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

27 ///

1 1. Sixty (60) days of said suspension shall be stayed upon the condition that OHD
2 petitions pursuant to Section 10175.2 of the Code and pays a monetary penalty pursuant to
3 Section 10175.2 of the Code, at a rate of \$25 for each day of the suspension, for a total monetary
4 penalty of \$1,500.

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

9 b. No further cause for disciplinary action against the real estate license
10 of OHD occurs within two (2) years from the effective date of the Order in this matter.

11 c. If OHD fails to pay the monetary penalty in accordance with the terms
12 and conditions of the Decision, the Commissioner may, without a hearing, order the immediate
13 execution of all or any part of the stayed suspension, in which event, OHD shall not be entitled to
14 any repayment nor credit, prorated or otherwise, for money paid to the Department under the
15 terms of this decision.

16 d. If OHD pays the monetary penalty, and if no further cause for
17 disciplinary action against the real estate license of OHD occurs within two (2) years from the
18 effective date of the Decision herein, then the stay hereby granted shall become permanent.

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

21 a. OHD shall obey all laws, rules and regulations governing the rights,
22 duties and responsibilities of a real estate licensee in the State of California, and

23 b. That no final subsequent determination be made, after hearing or
24 upon stipulation, that cause for disciplinary action occurred within two (2) years from the
25 effective date of this Order. Should such a determination be made, the Commissioner may, in
26 his discretion, vacate and set aside the stay order and reimpose all or a portion of the stayed
27

1 suspension. Should no such determination be made, the stay imposed herein shall become
2 permanent.

3
4 II. KEEFER

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

8 1. Sixty (60) days of said suspension shall be stayed upon the condition that
9 KEEFER petitions pursuant to Section 10175.2 of the Code and pays a monetary penalty
10 pursuant to Section 10175.2 of the Code, at a rate of \$25 for each day of the suspension, for a
11 total monetary penalty of \$1,500.

12 a. Said payment shall be in the form of a cashier's check made payable to
13 the 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 this
15 Order.

16 b. No further cause for disciplinary action against the real estate license
17 of KEEFER occurs within two (2) years from the effective date of the Order in this matter.

18 c. If KEEFER fails to pay the monetary penalty in accordance with the
19 terms and conditions of the Decision, the Commissioner may, without a hearing, order the
20 immediate execution of all or any part of the stayed suspension, in which event, KEEFER shall
21 not be entitled to any repayment nor credit, prorated or otherwise, for money paid to the
22 Department under the terms of this decision.

23 d. If KEEFER pays the monetary penalty, and if no further cause for
24 disciplinary action against the real estate license of KEEFER occurs within two (2) years from
25 the effective date of the Decision herein, then the stay hereby granted shall become permanent.

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

1 a. KEEFER shall obey all laws, rules and regulations governing the
2 rights, duties and responsibilities of a real estate licensee in the State of California, and

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

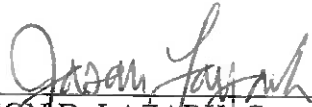
9 3. KEEFER shall, within six (6) months from the issuance of the Order, take and
10 pass the Professional Responsibility Examination administered by the Department, including
11 the payment of the appropriate examination fee. All licenses and licensing rights of KEEFER
12 shall be indefinitely suspended unless or until KEEFER passes the examination. In the event
13 that access to the location for taking the Professional Responsibility Examination is closed
14 during normal business hours, the Department shall extend the time for taking and passing the
15 Professional Responsibility Examination by the same amount of time that access to the test
16 location was closed.

17 III. AS TO OHD and KEEFER, JOINTLY AND SEVERALLY

18 1. All licenses and licensing rights of OHD and KEEFER, are indefinitely
19 suspended unless or until OHD and KEEFER, jointly and severally, pay the sum of \$3,110 for
20 the Commissioner's reasonable cost of a portion of the investigation and enforcement which led
21 to this disciplinary action. Said payment shall be in the form of a cashier's check or certified
22 check made payable to the Real Estate Fund. The investigation and enforcement costs must be
23 delivered to the Department of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA
24 95813-7013, prior to the effective date of this Order.

25
26 9-3-2020

27 DATED

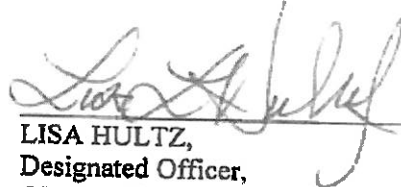

27 JASON D. LAZARK, Counsel
Department of Real Estate

1 * * *

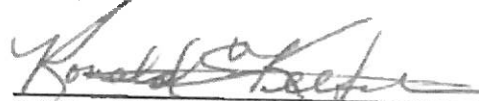
2 Respondents have read the Stipulation and Agreement in Settlement and Order
3 and its terms are understood by Respondents and are agreeable and acceptable to Respondents.
4 Respondents understand that Respondents are waiving rights given to them by the California
5 Administrative Procedure Act (including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

10 Respondents and Respondents' attorney further agree to send the original signed
11 Stipulation and Agreement by mail to the following address no later than one (1) week from the
12 date the Stipulation and Agreement is signed by Respondents and Respondents' attorney:
13 *Department of Real Estate, Legal Section, P.O. Box 137007, Sacramento, California 95813-*
14 *7007.* Respondents and Respondents' attorney understand and agree that if they fail to return the
15 original signed Stipulation and Agreement by the due date, Complainant retains the right to set
16 this matter for hearing.

17
18 September 2, 2020
19 DATED


20 LISA HULTZ,
21 Designated Officer,
22 OHD, INC.

23
24 Sept 2, 2020
25 DATED


26 RONALD EDWARD KEEFER,
27 Respondent

///

///

///

///

///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

I have reviewed the Stipulation and Agreement as to form and content and have advised my client accordingly.

September 2, 2020

DATED

Karen M. Goodman

KAREN M. GOODMAN
Attorney for Respondents,
OHD, INC. and
RONALD EDWARD KEEFER

The foregoing Stipulation and Agreement is hereby adopted as my Decision in this matter and shall become effective at 12 o'clock noon on NOV 20 2020

IT IS SO ORDERED 10.20.20

REAL ESTATE COMMISSIONER

Douglas R. McCauley
DOUGLAS R. McCAULEY