

1 Department of Real Estate
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3 Los Angeles, CA 90013-1105
4 Telephone: (213) 576-6982
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FILED

AUG 31 2023

DEPT. OF REAL ESTATE

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BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

In the Matter of the Accusation against	)	DRE No. H-42414 LA
	)	OAH No. 2023040361
	)	
KEISHA HAYWOOD,	)	<u>STIPULATION AND AGREEMENT</u>
	)	<u>IN SETTLEMENT AND ORDER</u>
Respondent.	)	
_____	)	

It is hereby stipulated by and between Respondent KEISHA HAYWOOD ("Respondent"), representing herself in this matter, and the Complainant, acting by and through Lissete Garcia, Counsel for the Department of Real Estate ("Department"), as follows, for the purpose of settling and disposing of the Accusation ("Accusation") filed on December 6, 2022, in this matter:

1. All issues which were to be contested and all evidence which was to be presented by Complainant and Respondent 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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STIPULATION AND AGREEMENT IN SETTLEMENT AND ORDER

1 2. Respondent has received, read and understands the Statement to Respondent, the
2 Discovery Provisions of the APA, and the Accusation filed by the Department of Real Estate in
3 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 thereby waives Respondent's right to require the Commissioner to prove the
9 allegations in the Accusation at a contested hearing held in accordance with the provisions of
10 the APA and that Respondent will waive other rights afforded to Respondent in connection
11 with the hearing such as the right to present evidence in Respondent's defense, and the right to
12 cross-examine witnesses.

13 4. This Stipulation is based on the factual allegations contained in the Accusation
14 filed in this proceeding. In the interest of expedience and economy, Respondent chooses not to
15 contest these factual allegations, but to remain silent and understands that, as a result thereof,
16 these factual statements, will serve as a prima facie basis for the disciplinary action stipulated
17 to herein. The Real Estate Commissioner shall not be required to provide further evidence to
18 prove such allegations.

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

26 6. The Order or any subsequent Order of the Real Estate Commissioner made
27 pursuant to this Stipulation shall not constitute an estoppel, merger or bar to any further

1 administrative or civil proceedings by the Department with respect to any matters which were
2 not specifically alleged to be causes for accusation in this proceeding.

3 DETERMINATION OF ISSUES

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

7 The conduct, acts, or omissions of Respondent KEISHA HAYWOOD, as described in
8 the Accusation, are a basis for discipline of Respondent's real estate license, mortgage loan
9 originator ("MLO") license endorsement(s), and license rights pursuant to Real Estate Law,
10 Part 1 Division 4 of the California Business and Professions Code ("Code") sections
11 10166.05(c), 10166.051(a), 10166.051(b), 10177(d), 10177(g) and/or 10177(j).

12 ORDER

13 WHEREFORE, THE FOLLOWING ORDER is hereby made:

14 I. SUSPENSION OF MLO LICENSE ENDORSEMENT

15 1. All MLO license endorsements, including any Broker Sole Proprietorship
16 Company endorsements, and endorsement rights of Respondent KEISHA HAYWOOD under
17 the Real Estate Law are suspended for a period of one hundred and eighty (180) days from the
18 Effective Date of the reinstatement of an MLO license endorsement or the issuance of a new
19 MLO license endorsement.

20 2. Respondent further agrees that Respondent must satisfy the Education and
21 Administrative Penalty provisions prior to reinstatement of their MLO license endorsement or
22 issuance of new MLO license endorsement.

23 II. MORTGAGE LOAN ORIGINATION EDUCATION

24 1. No MLO license endorsement or Broker Sole Proprietorship Company
25 endorsement shall be issued to Respondent KEISHA HAYWOOD, unless Respondent takes
26 and completes, prior to the reinstatement of Respondent's MLO license endorsement or the
27 issuance of a new MLO license endorsement, the following mortgage loan originator education

1 requirements:

- 2 a) Twenty (20) hours of NMLS approved pre-licensure education ("PE"), which
3 shall consist of fourteen (14) hours of federal law curriculum, three (3) hours of
4 ethics curriculum, and three (3) hours of non-traditional mortgage lending
5 curriculum. None of these twenty (20) hours of PE may be state-specific
6 curriculum;
- 7 b) Eight (8) hours of continuing education ("CE"), which shall consist of four (4)
8 hours of federal law curriculum, two (2) hours of ethics curriculum, and two (2)
9 hours of non-traditional mortgage lending curriculum. None of these eight (8)
10 hours of CE may be state-specific curriculum.

11 2. Respondent may not take any of the PE provided for in Paragraph 1(a) of this
12 Section in an online self-study format ("OSS"). Respondent may take the CE provided for in
13 Paragraph 1(b) in any format.

14 3. For a period of three (3) years from the Effective Date of this Order, Respondent
15 shall be required to complete any additional PE and/or CE required under the SAFE Act in a
16 format other than OSS. If Respondent fails to comply with this condition, the renewal
17 application or new application of Respondent will be deemed incomplete by the Department.

18 4. If Respondent fails to timely satisfy the education provided for in Paragraph 1 of
19 this section, Respondent's MLO license endorsement(s) shall remain suspended until
20 Respondent presents evidence satisfactory to the Commissioner of having taken and
21 successfully completed the education requirements.

22 5. Respondent agrees that the CE provided for in Paragraph 1 of this section is in
23 addition to any NMLS education required for licensure under the SAFE Act. The CE provided
24 for in Paragraph 1 will not count toward satisfying 2024 standard SAFE Act CE requirements.

25 6. Respondent further agrees that the Department may exercise its examination or
26 investigative authority pursuant to the normal process for such authorized under the Real Estate
27

1 Law and Commissioner's Regulations in the instance a determination is made wherein
2 Respondent is found to be in violation of the education requirements under this section.

3 III. STAYED SUSPENSION OF REAL ESTATE LICENSE

4 All licenses and licensing rights of Respondent KEISHA HAYWOOD under the Real
5 Estate Law, with the exception of the MLO license endorsement(s) referenced in Section I
6 above, are suspended for a period of ninety (90) days from the Effective Date of this Decision;
7 provided, however, that all ninety (90) days of said suspension shall be stayed for one (1) year
8 upon the following terms and conditions:

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

11 2. That no final subsequent determination be made, after hearing or upon
12 stipulation, that cause for disciplinary action occurred within one (1) year from the effective
13 date of this Decision and Order. Should such a determination be made, the Commissioner may,
14 in his discretion, vacate and set aside the stay order and reimpose all or a portion of the stayed
15 suspension. Should no such determination be made, the stay imposed herein shall become
16 permanent.

17 IV. ADMINISTRATIVE PENALTY

18 All licenses, license endorsements, and license rights of Respondent are indefinitely
19 suspended unless or until Respondent pays an administrative penalty of \$1,500.00. Said
20 payment shall be in the form of a cashier's check made payable to the Department of Real
21 Estate. The payment must be delivered to the Department of Real Estate, Flag Section at
22 P.O. Box 137013, Sacramento, CA 95813-7013, prior to the effective date of this Decision and
23 Order.

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25 DATED: 06/20/2023

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Lisette Garcia, Counsel
Department of Real Estate

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1 DATED: 6/19/23

2 KEISHA HAYWOOD
Respondent

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4 The foregoing Stipulation and Agreement is hereby adopted by me as my Decision in
5 this matter as to Respondent KEISHA HAYWOOD, and shall become effective at 12 o'clock
6 noon on 10/2/2023

7 IT IS SO ORDERED

8.22.23

8 DOUGLAS R. McCAULEY
9 REAL ESTATE COMMISSIONER

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STIPULATION AND AGREEMENT IN SETTLEMENT AND ORDER