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1 DEPARTMENT OF REAL ESTATE
2 P. O. Box 137007
3 Sacramento, CA 95813-7007
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5 Telephone: (916) 576-8700
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FILED

NOV 19 2020

DEPARTMENT OF REAL ESTATE
By [Signature]

8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

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

17 It is hereby stipulated by and between Respondents DANCE HALL
18 INVESTORS, INC. ("DANCE HALL"), WAYNE THOMAS HALL ("WAYNE HALL"), and
19 RACHEL ADAMS LEE ("LEE"), all of whom are acting by and through attorney Shannon B.
20 Jones, and the Complainant, acting by and through Jason D. Lazark, Counsel for the
21 Department of Real Estate ("Department"), as follows for the purpose of settling and disposing
22 of the Accusation filed on October 25, 2019, in this matter:

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

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

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

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

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

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

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

7 8. Respondents understand that by agreeing to this Stipulation and Agreement,
8 Respondents agree to be responsible for jointly and severally paying, pursuant to Section 10106
9 of the Business and Professions Code ("the Code"), a portion of the costs of the investigation
10 and enforcement of this case which resulted in the determination that Respondents committed
11 the violation(s) found in the Determination of Issues. The amount of such costs is \$6,218.17.

12 DECLARATION OF WAYNE HALL

13 In lieu of proceeding in this matter in accordance with the provisions of the APA,
14 HALL wishes to voluntarily surrender his real estate license(s) issued by the Department,
15 pursuant to Code Section 10100.2.

16 HALL, understands that by voluntarily surrendering HALL's license(s), HALL
17 may be re-licensed as a real estate salesperson or as a real estate broker only by petitioning for
18 reinstatement pursuant to section 11522 of the Government Code. HALL also understands that
19 by voluntarily surrendering his license(s), HALL agrees to the following:

20 1. The filing of this Declaration shall be deemed as HALL's petition for
21 voluntary surrender.

22 2. It shall also be deemed to be an understanding and agreement by HALL
23 that HALL waives all rights HALL has to require the Commissioner to prove the allegations
24 contained in the Accusation filed in this matter at a hearing held in accordance with the
25 provisions of the APA, and that HALL also waives other rights afforded to him in connection
26 with the hearing such as the right to discovery, the right to present evidence in defense of the
27 allegations in the Accusation and the right to cross-examine witnesses.

1 3. HALL further agrees that upon acceptance by the Commissioner, as
2 evidenced by an appropriate order, all affidavits and all relevant evidence obtained by the
3 Department in this matter prior to the Commissioner's acceptance, and all allegations contained
4 in the Accusation filed in the Department Case No. H-6841 SAC, may be considered by the
5 Department to be true and correct for the purpose of deciding whether to grant re-licensure or
6 reinstatement pursuant to Government Code section 11522.

7 4. HALL freely and voluntarily surrenders all of HALL's licenses and
8 license rights under the Real Estate Law.

9 DETERMINATION OF ISSUES

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

13 I.

14 The acts and omissions of DANCE HALL, as described in the Accusation, are
15 grounds for the suspension or revocation of the licenses and license rights of DANCE HALL
16 under the provisions of Sections 10159.5, 10159.7, 10177(d), and 10177(g), of the Code.

17 II.

18 The acts and omissions of LEE, as described in the Accusation, are grounds for
19 the suspension or revocation of the licenses and license rights of LEE under the provisions of
20 Sections 10159.5, 10159.7, 10177(d), and 10177(g) of the Code, and Sections 2731 of the
21 Regulations.

22 ORDER

23 I. DANCE HALL

24 All licenses and licensing rights of DANCE HALL under the Real Estate Law are
25 suspended for a period of two hundred forty (240) days from the effective date of this Order;
26 provided, however, that:

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1 1. One hundred twenty (120) days of said suspension shall be stayed upon the
2 condition that DANCE HALL petitions pursuant to Section 10175.2 of the Code and pays a
3 monetary penalty pursuant to Section 10175.2 of the Code, at a rate of \$75 for each day of the
4 suspension, for a total monetary penalty of \$9,000.

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 DANCE HALL occurs within two (2) years from the effective date of the Order in this matter.

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

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

20 2. The remaining one hundred twenty (120) days of said suspension shall also be
21 stayed for two (2) years upon the following terms and conditions:

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

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

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

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4 II. WAYNE HALL

5 HALL's petition for voluntary surrender of his real estate broker license is
6 accepted as of the effective date of this Order as set forth below, based upon the understanding
7 and agreement expressed in HALL's Declaration incorporated herein as part of this Stipulation
8 and Agreement. HALL's license certificates, pocket cards and any branch office license
9 certificates shall be sent to the below listed address so that they reach the Department on or
10 before the effective date of this Order:

11 DEPARTMENT OF REAL ESTATE
12 Attn: Licensing Flag Section
13 P. O. Box 137013
14 Sacramento, CA 95815-7013

15 III. LEE

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

18 1. Sixty (60) days of said suspension shall be stayed upon the condition that LEE
19 petitions pursuant to Section 10175.2 of the Code and pays a monetary penalty pursuant to
20 Section 10175.2 of the Code, at a rate of \$75 for each day of the suspension, for a total monetary
21 penalty of \$4,500.

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

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

c. If LEE fails to pay the monetary penalty in accordance with the terms
and conditions of the Decision, the Commissioner may, without a hearing, order the immediate

1 execution of all or any part of the stayed suspension, in which event, LEE shall not be entitled to
2 any repayment nor credit, prorated or otherwise, for money paid to the Department under the
3 terms of this decision.

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

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

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

11 b. That no final subsequent determination be made, after hearing or
12 upon stipulation, that cause for disciplinary action occurred within two (2) years from the
13 effective date of this Order. Should such a determination be made, the Commissioner may, in
14 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 3. LEE shall, within six (6) months from the issuance of the Order, take and pass
18 the Professional Responsibility Examination administered by the Department, including the
19 payment of the appropriate examination fee. All licenses and licensing rights of LEE shall be
20 indefinitely suspended unless or until LEE passes the examination. In the event that access to
21 the location for taking the Professional Responsibility Examination is closed during normal
22 business hours, the Department shall extend the time for taking and passing the Professional
23 Responsibility Examination by the same amount of time that access to the test location was
24 closed.


25 IV. AS TO DANCE HALL, WAYNE HALL and LEE, JOINTLY AND SEVERALLY

26 1. All licenses and licensing rights of DANCE HALL, WAYNE HALL and LEE,
27 are indefinitely suspended unless or until DANCE HALL, WAYNE HALL and LEE, jointly and

1 severally, pay the sum of \$6,218.17 for the Commissioner's reasonable cost of the investigation
2 and enforcement which led to this disciplinary action. Said payment shall be in the form of a
3 cashier's check or certified check made payable to the Real Estate Fund. The investigation and
4 enforcement costs must be delivered to the Department of Real Estate, Flag Section at P.O. Box
5 137013, Sacramento, CA 95813-7013, prior to the effective date of this Order.

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8 9-3-2020

9 DATED

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JASON D. LAZARK, Counsel
Department of Real Estate

28 Respondents have read the Stipulation and Agreement in Settlement and Order
29 and its terms are understood by Respondents and are agreeable and acceptable to Respondents.
30 Respondents understand that Respondents are waiving rights given to them by the California
31 Administrative Procedure Act (including but not limited to Sections 11506, 11508, 11509 and
32 11513 of the Government Code), and Respondents willingly, intelligently, and voluntarily
33 waive those rights, including the right of requiring the Commissioner to prove the allegations
34 in the Accusation at a hearing at which Respondents would have the right to cross-examine
35 witnesses against them and to present evidence in defense and mitigation of the charges.

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1 Respondents and Respondents' attorney further agree to send the original signed
2 Stipulation and Agreement by mail to the following address no later than one (1) week from the
3 date the Stipulation and Agreement is signed by Respondents and Respondents' attorney:
4 Department of Real Estate, Legal Section, P.O. Box 137007, Sacramento, California 95813-
5 7007. Respondents and Respondents' attorney understand and agree that if they fail to return the
6 original signed Stipulation and Agreement by the due date, Complainant retains the right to set
7 this matter for hearing.

8 9/3/2020

9 DATED

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11 9/3/2020

12 DATED

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14 DATED

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DocuSigned by:
Wayne Hall
WAYNE THOMAS HALL,
Chief Executive Officer,
DANCE HALL INVESTORS, INC.

DocuSigned by:
Wayne Hall
WAYNE THOMAS HALL,
Respondent

RACHEL ADAMS LEE,
Respondent

1 Respondents and Respondents' attorney further agree to send the original signed
 2 Stipulation and Agreement by mail to the following address no later than one (1) week from the
 3 date the Stipulation and Agreement is signed by Respondents and Respondents' attorney:
 4 *Department of Real Estate, Legal Section, P.O. Box 137007, Sacramento, California 95813-*
 5 *7007.* Respondents and Respondents' attorney understand and agree that if they fail to return the
 6 original signed Stipulation and Agreement by the due date, Complainant retains the right to set
 7 this matter for hearing.


9 _____
 10 DATED

 WAYNE THOMAS HALL,
 Chief Executive Officer,
 DANCE HALL INVESTORS, INC.

13 _____
 14 DATED

 WAYNE THOMAS HALL,
 Respondent

15 9/3/2020
 16 _____
 17 DATED


 RACHEL ADAMS LEE,
 Respondent

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

12/3/2020

DATED



SHANNON B. JONES
Attorney for Respondents,
DANCE HALL INVESTORS, INC.,
WAYNE THOMAS HALL, and
RACHEL ADAMS LEE

The foregoing Stipulation and Agreement is hereby adopted as my Decision in this matter and shall become effective at 12 o'clock noon on DEC 10 2020

IT IS SO ORDERED 10.20.20

REAL ESTATE COMMISSIONER


DOUGLAS R. McCAULEY