

# WISCONSIN DEPARTMENT OF REGULATION & LICENSING



## **Wisconsin Department of Regulation & Licensing Access to the Public Records of the Reports of Decisions**

This Reports of Decisions document was retrieved from the Wisconsin Department of Regulation & Licensing website. These records are open to public view under Wisconsin's Open Records law, sections 19.31-19.39 Wisconsin Statutes.

### **Please read this agreement prior to viewing the Decision:**

- The Reports of Decisions is designed to contain copies of all orders issued by credentialing authorities within the Department of Regulation and Licensing from November, 1998 to the present. In addition, many but not all orders for the time period between 1977 and November, 1998 are posted. Not all orders issued by a credentialing authority constitute a formal disciplinary action.
- Reports of Decisions contains information as it exists at a specific point in time in the Department of Regulation and Licensing data base. Because this data base changes constantly, the Department is not responsible for subsequent entries that update, correct or delete data. The Department is not responsible for notifying prior requesters of updates, modifications, corrections or deletions. All users have the responsibility to determine whether information obtained from this site is still accurate, current and complete.
- There may be discrepancies between the online copies and the original document. Original documents should be consulted as the definitive representation of the order's content. Copies of original orders may be obtained by mailing requests to the Department of Regulation and Licensing, PO Box 8935, Madison, WI 53708-8935. The Department charges copying fees. *All requests must cite the case number, the date of the order, and respondent's name as it appears on the order.*
- Reported decisions may have an appeal pending, and discipline may be stayed during the appeal. Information about the current status of a credential issued by the Department of Regulation and Licensing is shown on the Department's Web Site under "License Lookup." The status of an appeal may be found on court access websites at: <http://ccap.courts.state.wi.us/InternetCourtAccess> and <http://www.courts.state.wi.us/wscca>.
- Records not open to public inspection by statute are not contained on this website.

**By viewing this document, you have read the above and agree to the use of the Reports of Decisions subject to the above terms, and that you understand the limitations of this on-line database.**

**Correcting information on the DRL website:** An individual who believes that information on the website is inaccurate may contact the webmaster at [web@drl.state.wi.gov](mailto:web@drl.state.wi.gov)

**STATE OF WISCONSIN**  
**BEFORE THE REAL ESTATE BOARD**

-----  
-----  
**IN THE MATTER OF THE DISCIPLINARY**  
**PROCEEDINGS AGAINST**

**CARL M. KEESEY, JR.,**

**Respondent.**

**FINAL DECISION AND ORDER**

**94 REB 065, 94 REB 291**

**96 REB 160, 96 REB 154,**

**99 REB 105, 99 REB 106,**

**99REB 107, 99REB 142**

**LS9906244REB**

-----  
-----  
The parties to this action for the purposes of Wis. Stats. sec. 227. 53 are:

*Carl M. Keeseey*  
*P.O. Box 182*  
*Broadhead, WI 53520*

*Wisconsin Real Estate Board*  
*P.O. Box 8935*  
*Madison, WI 53708-8935*

*Department of Regulation and Licensing*  
*Division of Enforcement*  
*P.O. Box 8935*  
*Madison, WI 53708-8935*

The parties hereby agree to the terms and conditions of the attached Stipulation as the Final Decision in this matter, subject to the approval of the Board. The Board has reviewed this Stipulation and considers it acceptable.

Accordingly, the Wisconsin Real Estate Board approves the attached Stipulation and makes the following determinations:

**FINDINGS OF FACT**

1. **Carl M. Keeseey** ("Keeseey"), P.O. Box 182, Broadhead, Wisconsin 53520, is a real estate salesperson having State of Wisconsin license #94-40564, which license was originally granted to Keeseey on January 3, 1994. Keeseey's date of birth is December 27, 1942.
2. Keeseey was previously employed by Joyce E. Anderson, a licensed Wisconsin real estate broker doing business as "Sunshine Realty," with offices in Broadhead and Monroe, Wisconsin, at all times relevant hereto.

**ALLEGATIONS OF CASE 94 REB 065**

3. On or about March 2, 1994, while working as a real estate salesperson for Sunshine Realty, Keeseey contacted Charles Cook and Mary Cook at a time when Keeseey knew that the Cooks had an unexpired written listing contract with Amacher Realty of Monroe, Wisconsin. The contact with the Cooks was without the consent of Amacher Realty.

4. The purpose of this contact was to pressure the Cooks to accept an offer drafted by Keesey on behalf of a buyer named Bader. During the presentation of the offer, Keesey misrepresented to the Cooks that the offer had to be accepted or rejected immediately and that the Cooks did not have time to contact their listing broker at Amacher Realty.

5. The Cooks signed their acceptance on the offer that Keesey presented while in the presence of Keesey and without having the consultation with their listing broker that they desired.

6. On or before March 26, 1994, Sunshine Realty had arranged an 11:00 a.m. appointment with Amacher Realty to show prospective purchasers property located at 603 16th Avenue, Monroe, Wisconsin, a residential property listed with Amacher Realty and owned and occupied by Geraldine Newman.

7. On March 26, 1994, in the early afternoon, and without a prearranged appointment, Keesey entered the home of Geraldine Newman for the purpose of showing the property to prospective purchasers at a time when Keesey knew that Newman had an unexpired written listing contract with Amacher Realty of Monroe, Wisconsin. Neither Newman nor Amacher Realty consented to Keesey's unauthorized showing of the property.

8. On or about April 12, 1994, the Ethics Hearing Panel of the Professional Standard Committee for the Wisconsin Realtors Association issued a decision finding that Keesey and his employer Joyce Anderson had violated Article 21 of the Code of Ethics because "Respondents made unauthorized contacts with sellers who were under exclusive listing contracts with Complainant at the time of such contacts." Those contacts being the Newman and Cook contacts described above. A copy of the Ethics Panel decision is attached hereto as **Exhibit "A"** and incorporated herein by this reference.

#### **ALLEGATIONS OF CASE 94 REB 291**

9. On or about October 5, 1994, Keesey entered into a Stipulation with the Office of the Commissioner of Insurance for the State of Wisconsin, Case No. 94-C23419, wherein Keesey voluntarily surrendered his permanent individual intermediary agent license. A copy of the Stipulation and Order in Case No. 94-C23419 is attached hereto as **Exhibit "B"** and incorporated herein by this reference.

10. The circumstances of the unethical and unlawful conduct of Keesey as set forth in Exhibit A substantially relate to the practice of real estate by a real estate salesperson.

#### **ALLEGATIONS OF CASE 96 REB 160**

11. On or about January 17, 1996, George Kaiser entered into an exclusive farm-listing contract with Keesey through Sunshine Realty to sell 58 acres in Rock County, described as 16319 Haffman Road, Brodhead, Wisconsin.

12. Julie Walmer, a real estate salesperson with Amacher Realty World, had a buyer who was interested in purchasing 130 acres of property. Ms. Walmer contacted Keesey to find out how many additional acres were available since the MLS advertising indicated that additional land was available. Keesey told Walmer that there was no possibility of buying additional land from the seller.

13. Walmer found that the price and terms for sale of the Kaiser property kept changing whenever she contacted Keesey. The Sunshine Realty advertisements described the Kaiser property in one advertisement as "35 acres for \$140,000.00," in another advertisement as "35 acres for 155,000.00" and in another advertisement as "5 acres for \$89,000.00" while the computer printouts from the Multiple Listing Service (MLS) remained unchanged.

14. On February 8, 1996, Walmer contacted Keesey and was told that there were no offers on the Kaiser property yet.

15. Walmer subsequently discovered that Keesey had written an offer for Ted and Kimberly Davis on January 23, 1996 for 129.98 acres.

16. Walmer's buyer would have offered the same or better price and terms if Keesey had truthfully informed Walmer of the availability of additional land.

17. On May 29, 1996, the Rock-Green County REALTORS Association, Inc., Ethics Panel of the Professional Standards Committee, issued a Discipline Order against Keesey. A copy of the Order is attached hereto as **Exhibit "C"** and incorporated herein by this reference.

18. The Rock-Green County REALTORS Association Discipline Order was based upon evidence that Keesey: 1) concealed pertinent information regarding a transaction in which he was both a listing and selling agent; 2) failed to disclose the existence of an accepted offer in a transaction in which he was the listing and selling agent; 3) advertised property for sale without a valid listing contract; 4) continued a standard of practice that created a great deal of confusion to the parties involved and failed to fulfill the expectations of the industry.

19. The Ethics Panel placed a Letter of Reprimand permanently in Keesey's file and required that Keesey attend

27 classroom hours of educational requirements for salesman on the topic of administrative rules, related statutes and contractual forms. Keesey was required to pay a fine of \$2,000.00 within 6 months after issuance of the Order, provided that if Keesey completed the education requirement, the fine would be reduced to \$1,250.00. Keesey never paid the fine or completed the coursework.

#### **ALLEGATIONS OF CASE 96 REB 154**

20. On or about October 31, 1994, Robert Schaeffges listed farm property with Sunshine Realty. The listing price was \$345,000.00.

21. During the course of negotiations with a potential purchaser, Keesey drafted a counter-offer for Schaeffges, dated November 29, 1994, whereby he offered to sell the property for \$299,000.00 to Harry F. Espendchild. This counter was not accepted.

22. Keesey proceeded to draft a December 3, 1994 counter-offer whereby Espenschild offered to purchase the Schaeffges' farm for \$297,000.00.

23. Upon presenting the December 3, 1994 counter to Schaeffges, Keesey represented to Schaeffges that if he accepted this price, Sunshine Realty would lower its commission by \$2,000.00.

24. In reliance upon Keesey's representation that the Sunshine Realty commission would be lowered, Schaeffges accepted Espenschild's offer.

25. Keesey later refused to lower the commission. Keesey's broker, Anderson informed Schaeffges that since nothing had been put in writing regarding this representation, there was nothing that he could do about it.

#### **ALLEGATIONS OF CASE 99 REB 105**

26. Keesey held himself out as the listing agent for the property and completed an advertisement sheet for the farm of Edward Falsey in Green County, Wisconsin.

27. Keesey's broker, Joyce Anderson, found the Falsey file and discovered that Keesey did not have a signed listing agreement with Falsey. A copy of the incomplete Listing Agreement and MLS advertisement document is attached hereto as **Exhibit "D"** and incorporated herein by this reference.

#### **ALLEGATIONS OF CASE 99 REB 106**

28. On or about January 1998, Keesey had a listing contract for sale of farmland and outbuildings at 15436 Carrol Road, Broadhead, Wisconsin, which was owned by Donald Heldt.

29. On or about February 4, 1998, Keesey drafted an Offer to Purchase from Donald Nelson. The Offer to Purchase indicated that Keesey was acting as the seller's agent in the transaction.

30. The transaction was scheduled to close on April 6, 1998.

31. On or about February 7, 1998, Keesey prepared a counter-offer from the seller who provided for an increase in the selling price, extension of the closing date and other terms regarding personal property and an existing lease on the land.

32. The buyer signed the counter-offer but inserted additional provisions requiring that the land be free of the lease and that the crop would belong to the buyer. The buyer's counter was signed and dated February 7, 1998.

33. Keesey told the buyers that he would make sure that the transaction proceeded and write another Offer to Purchase. Keesey promised that he would lower his commission so the seller could buy out the lease.

34. Heldt rejected the counter-offer and did not wish to proceed with the transaction. Keesey continued to pressure Heldt to complete the transaction and told him that he was legally bound to complete the transaction since he had an accepted offer.

35. Heldt contacted an Attorney who wrote to Keesey to inform him that her client was not obligated to complete the sale since there was no binding acceptance and to stop pressuring her clients to accept the counter-offer. The Heldt's attorney warned Keesey not to contact her client directly and advised that he voluntarily terminate the listing agreement since the relationship between the parties had grossly deteriorated.

#### **ALLEGATIONS OF CASE 99 REB 107**

36. On April 6, 1994, June M. Wright of Zwygart Century 21 Realty in Monroe, Wisconsin, secured a listing of a farm located on Ten Eyck Road, Brodhead, Wisconsin. Wright placed signage on the property indicating that the property was for sale with her company.

37. The owner of the farm was Ronald Bader who was represented in the transaction by his son, Randy Bader, acting as his legal agent.
38. On April 29, 1994, Randy Bader, son of the owner, called Wright and informed her that he had received an Offer to Purchase from Keesey. Bader indicated that Keesey had called him directly and thereafter delivered the Offer directly to him. Keesey did not present the Offer to Wright or notify her of it in any manner.
39. Upon reviewing the Offer, Wright discovered that that it was actually written by Bud Kummer, an agent from the Daniel Long Agency of Janesville, Wisconsin. The Offer was dated April 19, 1994 and was presented to Randy Bader by Keesey on that date.
40. Keesey told Kummer to ignore the Century 21 signs on the property because Keesey had an agreement with the Baders.
41. Keesey told Wright that the prospective buyers were his clients and that Kummer had merely showed the property to them at Keesey's request. Kummer told Wright that the buyers were his customers and not the customers of Keesey.
42. On May 1, 1994, Wright listed a property owned by Lottie Dinges. Ms. Dinges' son, Mark Janssen, assisted her in the sales transaction since she was infirm and residing in a nursing home.
43. Wright placed the Century 21 signage on the property on May 7, 1994. The property was also listed in the Multiple Listing Service.
44. At the request of the owners, neither Keesey nor his broker, Anderson, was allowed to show the property. This request to exclude Keesey and his broker was made by Janssen due to the coercive pressure that they had placed upon him in order to obtain the listing.
45. Without prior contact and approval by the listing agent, Keesey called Janssen directly and asked to show the house. When Janssen indicated that Keesey was excluded from showing the house, Keesey became verbally abusive toward Janssen.
46. According to Janssen, Keesey had pushed him to the limit and had even harassed him at his place of business in an attempt to gain permission to list and show the property.

#### **ALLEGATION OF CASE 99 REB 142**

47. On or about April 7, 1999, Keesey went to the home of Simon Yoder located at 1928 N. Old 92, Evansville, Wisconsin and drafted an Offer to Purchase for a parcel of land which Yoder wanted to purchase. The Offer indicates that the Keesey is drafting the document as an agent of the seller. A copy of the Offer to Purchase is attached hereto as **Exhibit E** and is incorporated herein by this reference.
48. Yoder met Keesey through the owner of the rental property where he currently resides. The owner had purchased the property through Keesey at the time that he was working with Sunshine Realty.
49. The Gani property had been listed with Richter Realty. The listing agreement had expired at the time that Keesey wrote the Offer to Purchase for Yoder.
50. Keesey told Yoder to write a check in the amount of \$500.00 dollars payable to the seller, Mohamed Gani. A copy of the check is attached hereto as **Exhibit F** and incorporated herein by this reference. The funds were not deposited into a broker's trust account.
51. Yoder spoke to Keesey about any other property in the area that might be for sale. Keesey described a property on Highway B. Keesey stated that he did not know much about the property. Yoder discovered the property was listed with Judy Douglas, a licensed broker.
52. Yoder called Keesey and told him not to deliver the Offer to Purchase because he had preferred to buy the property listed with Douglas. Keesey told Yoder that he knew all about the property and could write an Offer to Purchase for Yoder on that parcel.
53. Yoder decided not to pursue any further offers through Keesey and stopped payment on his earnest money check.
54. Keesey is no longer associated with Sunshine Realty or any other real estate firm. Keesey is not under the supervision of a licensed broker. A copy of letters from Keesey's former broker are attached hereto as **Exhibit G** and incorporated herein by this reference.

## CONCLUSIONS OF LAW

55. Respondent Carl M. Keesey, Jr., has violated the following provisions as set forth herein and below:

### Case 94 REB 065

a. Sections 452.14(3)(i), 452.14(3)(b) Wis. Stats., and RL 24.025, 24.03(2)(b), and 24.13(5), Wis. Adm. Code by having unauthorized contacts with the owner-sellers of property who had an unexpired exclusive listing contract with another licensee and by misrepresenting to the Sellers the urgency of accepting the Offer to Purchase.

### Case 94 REB 291

b. Sections 452.14(3)(i), 452.14(3)(k) Wis. Stats., and RL 24.17(1), Wis. Adm. Code by having violated provisions of section 628.34(1), Wis. Stats., as set forth in **Exhibit A**, conduct which constitutes improper, fraudulent or dishonest dealing the circumstances of which demonstrate an inability to safeguard the interests of the public.

### Case 96 REB 160

c. Sections 452.133(1)(a) Wis. Stats., 452.133(1)(c), RL 24.13(4), RL 24.04(3), RL 24.04(4) and RL 24.02(2) Wis. Adm. Code, by having violated provisions of the local Realtors Association as set forth in the May 29, 1996 Discipline Order of the Rock-Green County Realtors Association.

### Case 96 REB 154

d. Sections 452.14(3)(c) Wis. Stats. and RL 24.08 Wis. Adm. Code by making false oral promises to reduce his sales commission in order to induce the seller to accept a counter-offer to his detriment.

### Case 99 REB 105

e. Sections 452.135(1), Wis. Stats., RL 24.08, and RL 24.04(3) Wis. Adm. Code by attempting to sell and advertise property without the consent of the owner and a written agency agreement authorizing brokerage services.

### Case 99 REB 106

f. Sections 452.133(2)(a) Wis. Stats. and RL 24.06 Wis. Adm. Code by informing his clients that they were legally obligated to accept a counter-offer and by acting in a coercive manner toward his clients to pressure them into accepting a counter-offer.

### Case 99 REB 107

g. Secs. RL 2413 (5) Wis. Stats. and RL 24.03(2)(b) Wis. Adm. Code by negotiating a sale of real estate directly with the owner of property without the consent of the listing broker.

### Case 99 REB 142

h. Secs. 452.14(3)(f) and 452.135(1) Wis. Stats. by failing to have a written agency agreement to provide brokerage services and attempting to obtain a sales commission from other than his broker-employer.

i. Secs. 452.13(2)(c) Wis., Stats. and 18.031(2) Wis. Adm. Code by failing to deposit client earnest money into the employer-broker's trust account.

j. Sec. RL 17.03(4) Wis. Adm. Code by engaging in real estate practice when he was not under the supervision of a broker-employer.

## ORDER

NOW, THEREFORE, IT IS HEREBY ORDERED that the attached Stipulation is hereby accepted.

IT IS FURTHER ORDERED that the **Voluntary Surrender** of the Real Estate Salesperson's license of Respondent, **Carl M. Keesey, Jr.**, credential license #94-40564, is accepted.

IT IS FURTHER ORDERED, that all rights and privileges heretofore granted to Respondent Carl M. Keesey pursuant to Real Estate Salesperson credential license #94-40564, are forever terminated effective at 11:59 p.m. on the date of this Order as set forth below.

IT IS FURTHER ORDERED, that Respondent Carl M. Keesey, Jr., shall not be granted a credential under Chapter 452 of the Wisconsin Statutes at anytime in the future, and the denial, in whole or in part, of any application or petition by Carl M. Keesey for a credential shall not constitute a denial of license and shall not give rise to a contested case within the meaning of sections 227.01(3) and 227.42 of the Wisconsin Statutes.

IT IS FURTHER ORDERED that files **94 REB 065; 94 REB 291; 96 REB 160; 96 REB 154; 99 REB 105; 99 REB 106; 99 REB 105; 99 REB 107; and 99 REB 142** be, and hereby are, closed.

Dated: June 24th 1999.

WISCONSIN REAL ESTATE BOARD

By: James Imhoff