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9
10 **BEFORE THE**
11 **ACUPUNCTURE BOARD**
12 **DEPARTMENT OF CONSUMER AFFAIRS**
13 **STATE OF CALIFORNIA**

14 In the Matter of the Accusation Against:

Case No. 1A-2016-104

15 **BRENT EUGENE KEIME, L.AC**
5236 Lewison Avenue
San Diego, CA 92120

**STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER**

16 **Acupuncture License No. AC 11462**

17 Respondent.

18
19 IT IS HEREBY STIPULATED AND AGREED by and between the parties to the above-
20 entitled proceedings that the following matters are true:

21 **PARTIES**

22 1. Benjamin Bodca (Complainant) is the Executive Officer of the Acupuncture Board
23 (Board). He brought this action solely in his official capacity and is represented in this matter by
24 Xavier Becerra, Attorney General of the State of California, by LeAnna E. Shields, Deputy
25 Attorney General.

26 2. Respondent Brent Eugene Keime (respondent) is represented in this proceeding by
27 attorney Jehan Jayakumar, Esq., whose address is: Carlson & Jayakumar, 2424 S. E. Bristol, Suite
28 300, Newport Beach, CA 92660.

1 disciplinary action. Respondent further agrees to be bound by the Board's imposition of
2 discipline as set forth in the Disciplinary Order below.

3 **CONTINGENCY**

4 9. This Stipulated Settlement and Disciplinary Order shall be subject to approval of the
5 Board. The parties agree that this Stipulated Settlement and Disciplinary Order shall be
6 submitted to the Board for its consideration in the above-entitled matter and, further, that the
7 Board shall have a reasonable period of time in which to consider and act on this Stipulated
8 Settlement and Disciplinary Order after receiving it. By signing this stipulation, respondent fully
9 understands and agrees that he may not withdraw his agreement or seek to rescind this stipulation
10 prior to the time the Board considers and acts upon it.

11 10. The parties agree that this Stipulated Settlement and Disciplinary Order shall be null
12 and void and not binding upon the parties unless approved and adopted by the Board, except for
13 this paragraph, which shall remain in full force and effect. Respondent fully understands and
14 agrees that in deciding whether or not to approve and adopt this Stipulated Settlement and
15 Disciplinary Order, the Board may receive oral and written communications from its staff and/or
16 the Attorney General's Office. Communications pursuant to this paragraph shall not disqualify
17 the Board, any member thereof, and/or any other person from future participation in this or any
18 other matter affecting or involving respondent. In the event that the Board does not, in its
19 discretion, approve and adopt this Stipulated Settlement and Disciplinary Order, with the
20 exception of this paragraph, it shall not become effective, shall be of no evidentiary value
21 whatsoever, and shall not be relied upon or introduced in any disciplinary action by either party
22 hereto. Respondent further agrees that should this Stipulated Settlement and Disciplinary Order
23 be rejected for any reason by the Board, respondent will assert no claim that the Board, or any
24 member thereof, was prejudiced by its/his/her review, discussion and/or consideration of this
25 Stipulated Settlement and Disciplinary Order or of any matter or matters related hereto.

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1 **ADDITIONAL PROVISIONS**

2 11. This Stipulated Settlement and Disciplinary Order is intended by the parties herein to
3 be an integrated writing representing the complete, final and exclusive embodiment of the
4 agreements of the parties in the above-entitled matter.

5 12. The parties agree that copies of this Stipulated Settlement and Disciplinary Order,
6 including copies of the signatures of the parties, may be used in lieu of original documents and
7 signatures and, further, that such copies shall have the same force and effect as originals.

8 13. In consideration of the foregoing admissions and stipulations, the parties agree the
9 Board may, without further notice to or opportunity to be heard by respondent, issue and enter the
10 following Disciplinary Order:

11 **DISCIPLINARY ORDER**

12 IT IS HEREBY ORDERED that Acupuncture License No. AC 11462 issued to respondent
13 Brent Eugene Keime is revoked. However, the revocation is stayed and respondent is placed on
14 probation for two (2) years from the effective date of the Decision and Order on the following
15 terms and conditions.

16 1. **OBEY ALL LAWS** Respondent shall obey all federal, state and local laws and all
17 regulations governing the practice of acupuncture in California. A full and detailed account of any
18 and all violations of law shall be reported by the respondent to the Board in writing within
19 seventy-two (72) hours of occurrence.

20 2. **QUARTERLY REPORTS** Respondent shall submit quarterly declarations under
21 penalty of perjury on forms provided by the Board, stating whether there has been compliance
22 with all the conditions of probation.

23 3. **COURSEWORK** Respondent shall take and successfully complete not less than 12
24 hours of coursework in the area: Ethics and Risk Management. The coursework shall be taken as
25 approved by the Board. Classroom attendance must be specifically required. The required
26 coursework must be in addition to any continuing education courses that may be required for
27 license renewal. Within ninety (90) days of the effective date of the Decision, respondent shall

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1 submit a plan for the Board's prior approval for meeting the educational requirement. All costs of
2 the coursework shall be borne by the respondent.

3 4. SURVEILLANCE PROGRAM Respondent shall comply with the Board's
4 probation surveillance program and shall, upon reasonable notice, report to the assigned
5 investigative district office. Respondent shall contact the assigned probation surveillance monitor
6 regarding any questions specific to the probation order. Respondent shall not have any
7 unsolicited or unapproved contact with 1) victims or complainants associated with the case; 2)
8 Board members or members of its staff; or 3) persons serving the Board as expert examiners.

9 5. REIMBURSEMENT FOR PROBATION SURVEILLANCE MONITORING
10 Respondent shall reimburse the Board for the hourly costs it incurs in monitoring his probation to
11 ensure compliance for the duration of the probation period.

12 6. INTERVIEW WITH THE BOARD OR ITS DESIGNEE Respondent shall appear in
13 person for interviews with the Board or its designee upon request at various intervals and with
14 reasonable notice.

15 7. CHANGES OF EMPLOYMENT Respondent shall notify the Board in writing,
16 through the assigned probation surveillance compliance officer of any and all changes of
17 employment, location and address within 30 days of such change.

18 8. TOLLING FOR OUT-OF-STATE PRACTICE OR RESIDENCE In the event
19 respondent should leave California to reside or to practice outside the State, respondent must
20 notify the Board in writing of the dates of departure and return. Periods of residency or practice
21 outside California will not apply to the reduction of this probationary period.

22 9. EMPLOYMENT AND SUPERVISION OF TRAINEES Respondent shall not
23 employ or supervise or apply to employ or supervise acupuncture trainees during the course of
24 this probation. Respondent shall terminate any such supervisorial relationship in existence on the
25 effective date of this probation.

26 10. COST RECOVERY Respondent shall pay to the Board its costs of investigation and
27 enforcement in the amount of \$2,875.00. Respondent shall be permitted to pay these costs in a
28 payment plan approved by the Board, with payments to be completed no later than three months

1 prior to the end of the probation term and the period of probation shall be automatically extended
2 should respondent require additional time to complete payment of the full sum. Cost recovery
3 will not be tolled. Respondent understands that failure to timely pay costs is a violation of
4 probation, and submission of evidence demonstrating financial hardship does not preclude the
5 Board from pursuing further disciplinary action. However, respondent understands that providing
6 evidence and supporting documentation of financial hardship may delay further disciplinary
7 action. Consideration to financial hardship will not be given should respondent violate this term
8 and condition, unless an unexpected AND unavoidable hardship is established from the date of
9 this order to the date payment(s) is due.

10 11. VIOLATION OF PROBATION If respondent violates probation in any respect, the
11 Board may, after giving respondent notice and the opportunity to be heard, revoke probation and
12 carry out the disciplinary order that was stated. If an accusation or petition to revoke probation is
13 filed against respondent during probation, the Board shall have continuing jurisdiction until the
14 matter is final, and the period of probation shall be extended until the matter is final. No petition
15 for modification or termination of probation shall be considered while there is an accusation or
16 petition to revoke probation pending against respondent.

17 12. COMPLETION OF PROBATION Upon successful completion of probation,
18 respondent's license will be fully restored.

19 ACCEPTANCE

20 I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully
21 discussed it with my attorney, Jehan Jayakumar, Esq. I understand the stipulation and the effect it
22 will have on my Acupuncture License. I enter into this Stipulated Settlement and Disciplinary
23 Order voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order
24 of the Acupuncture Board.

25
26 DATED: 8/13/17


BRENT EUGENE KEIME, L.AC
Respondent

1 I have read and fully discussed with respondent Brent Eugene Keime, the terms and
2 conditions and other matters contained in the above Stipulated Settlement and Disciplinary Order.
3 I approve its form and content.

4
5 DATED: August 7, 2017


6 _____
7 JEHAN JAYAKUMAR, ESQ.
8 *Attorney for Respondent*

9 **ENDORSEMENT**

10 The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully
11 submitted for consideration by the Acupuncture Board.

12 Dated: 8-7-17

13 Respectfully submitted,

14 XAVIER BECERRA
15 Attorney General of California
16 MATTHEW M. DAVIS
17 Supervising Deputy Attorney General


18 LEANNA E. SHIELDS
19 Deputy Attorney General
20 *Attorneys for Complainant*

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Exhibit A

Accusation No. 1A-2016-104