BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

FILED

MAR 23 2012

DEPARTMENT OF REAL ESTATE

BY:

* * * *

In the Matter of the Accusation of	)	
	)	No. H-37482 LA
JOSEPH CHARLES HENRICHSEN,	)	
	)	
	)	
Respondent.	)	
	)	

DECISION

This Decision is being issued in accordance with the provisions of Section 11520 of the Government Code, on evidence of compliance with Section 11505 of the Government Code and pursuant to the Order of Default filed on February 13, 2012, and the findings of fact set forth herein are based on one or more of the following: (1) Respondent's express admissions; (2) affidavits; and (3) other evidence.

This Decision suspends or revokes one or more real estate licenses on the ground of the violation of the Real Estate Law (commencing with Section 10000 of the Business and Professions Code (Code)) or Chapter 1 (commencing with Section 11000 of the Code) of Part 2 or the rules and regulations of the commissioner for the administration and enforcement of the Real Estate Law and Chapter 1 (commencing with Section 11000 of the Code) of Part 2.

The right to reinstatement of a revoked real estate license or to the reduction of a suspension is controlled by Section 11522 of the Government Code. A copy of Section 11522 and a copy of the Commissioner's Criteria of Rehabilitation are attached hereto for the information of Respondents.

FINDINGS OF FACT

I

On August 24, 2011, Maria Suarez made the Accusation in her official capacity as a Deputy Real Estate Commissioner of the State of California. The Accusation, Statement to Respondent, and Notice of Defense were mailed, by certified

mail, to Respondent's last known mailing address on file with the Department on August 26, 2011.

Respondent failed to file a Notice of Defense within the time required by Section 11506 of the Government Code. Respondent's default was entered herein on February 15, 2012.

II

Respondent is presently licensed and/or has license rights under the Real Estate Law, Part 1 of Division 4 of the California Business and Professions Code (hereinafter "Code") as a real estate broker. Respondent's license expired on June 25, 2011. Pursuant to Code Section 10201 Respondent retains renewal rights. Pursuant to Code Section 10103 the Department retains jurisdiction.

III

The evidence established that at all times mentioned herein, HENRICHSEN engaged in the business of a real estate broker in the State of California within the meaning of Code Sections 10131(d) and 10131.2, including brokering mortgage loans and performing loan modification activities and claiming, demanding, charging, receiving, collecting or contracting for the collection of an advance fee, within the meaning of Code Section 10026, including, but not limited to, the following loan modification activities with respect to loans which were secured by liens on real property:

a. On or about August 11, 2009, John T. paid an advance fee of $2,847.50 to NLR doing business as NLR Law Center on behalf of HENRICHSEN. The advance fee was collected pursuant to the provisions of a written agreement pertaining to loan modification services to be provided by NLR and NLR Law Center with respect to a loan secured by the real property located in Vallejo, California.

b. On or about June 19, 2009, Duane G. paid an advance fee of $11,980 to Fox and NLR on behalf of HENRICHSEN. The advance fee was collected pursuant to the provisions of a written agreement pertaining to loan modification services to be provided by NLR with respect to loans secured by four real properties located in Millbrae, San Mateo, Oakland and Rio Vista, California.

c. On or about March 3, 2009, Leonard S. paid an advance fee of $995 to Fox and NLR and NLR Law Center on behalf of HENRICHSEN. The advance fee was collected pursuant to the provisions of a written agreement pertaining to loan modification services to be provided by NLR and NLR Law Center with respect to a loan secured by the real property located in San Rafael, California.

d. In or around April, 2009, Robin and Clarence S. paid an advance fee of $2,495 to Fox NLR, and NLR Law Center on behalf of HENRICHSEN. The advance fee was collected pursuant to the provisions of a written agreement pertaining to loan modification services to be provided by NLR and NLR Law Center with respect to a loan secured by the real property located in Los Gatos, California.

e. On or about May 12, 2009, Sarah B. paid an advance fee of $2,500 to FOX, NLR, and NLR Law Center on behalf of HENRICHSEN. The advance fee was collected pursuant to the provisions of a written agreement pertaining to loan modification services to be provided by NLR and NLR Law Center with respect to a loan secured by the real property located in Vista, California.

f. On or about August 11, 2009, Fayelease K. paid an advance fee of $2,495 to FOX, NLR and NLR Law Center. The advance fee was collected pursuant to the provisions of a written agreement pertaining to loan modification services to be provided by NLR and NLR Law Center with respect to a loan secured by the real property located in Long Beach, California.

g. On or about June 12, 2009, Mario R. paid an advance fee of $1,395 to Fox and NLR on behalf of HENRICHSEN. The advance fee was collected pursuant to the provisions of a written agreement pertaining to loan modification services to be provided by NLR with respect to a loan secured by the real property located in Baldwin Park, California.

h. On or about March 16, 2009, Giovanni B. paid an advance fee of $2,695 to Fox, NLR and NLR Law Center on behalf of HENRICHSEN. The advance fee was collected pursuant to the provisions of a written agreement pertaining to loan modification services to be provided by NLR with respect to a loan secured by the real property located in Henderson, Nevada.

i. On or about June 30, 2009, Thomas M. paid an advance fee of $3,500 to Fox and NLR on behalf of HENRICHSEN. The advance fee was collected pursuant to the provisions of a written agreement pertaining to loan modification services to be provided by NLR with respect to a loan secured by the real property located in El Cajon, California.

HENRICHSEN collected the advance fees described above pursuant to the provisions of written agreements which constitute an advance fee agreement within the meaning of Code Section 10085. HENRICHSEN failed to submit the written agreement to the Commissioner ten days before using it.

IV

The evidence established that HENRICHSEN collected the advance fees described in Paragraph III, above, without performing the agreed loan modification services for which the advance fees were paid.

V

The evidence established that the activities described in Paragraphs III and IV, supra, require a real estate license under Sections 10131(d) and 10131.2 of the Code. HENRICHSEN violated Section 10137 of the Code by employing and/or compensating entities and/or individuals, including Fox, NLR, NLR Law Center and Express, who were not licensed as real estate salespersons or as brokers to perform activities requiring a license as follows.

DETERMINATION OF ISSUES

I

The conduct, acts and/or omissions of HENRICHSEN, as set forth above in Paragraph III, are cause for the suspension or revocation of the licenses and license rights of HENRICHSEN pursuant to Code Sections 10085, 10177(d) and 10177(g).

II

The conduct, acts and/or omissions of HENRICHSEN as described in Paragraph IV, above, constitute making a substantial misrepresentation, the making of false

promise(s) of a character likely to influence, persuade or induce, and/or fraud or dishonest dealing, and are cause for the suspension or revocation of all real estate licenses and license rights of HENRICHSEN under the provisions of Code Sections 10176(a), 10176(b), and 10176(i).

III

The conduct, acts and/or omissions of HENRICHSEN, as set forth in Paragraph V, above, violate Code Section 10137, and are cause for the suspension or revocation of the licenses and license rights of Respondents pursuant to Code Sections 10137, 10177(d) and 10177(g).

IV

The standard of proof applied was clear and convincing proof to a reasonable certainty.

ORDER

The licenses and license rights of Respondent JOSEPH CHARLES HENRICHSEN under the provisions of Part I of Division 4 of the Business and Professions Code are revoked.

This Decision shall become effective at 12 o'clock noon APR 12 2012.

DATED: 3/12/12.

Barbara J. Bigby
Acting Real Estate Commissioner

Department of Real Estate
320 West Fourth Street, Suite 350
Los Angeles, California 90013-1105
(213) 576-6982

FILED
FEB 13 2012
DEPARTMENT OF REAL ESTATE
BY: _____

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

* * * *

In the Matter of the Accusation of JOSEPH CHARLES HENRICHSEN, Respondent.	NO. H-37482 LA DEFAULT ORDER

Respondent, JOSEPH CHARLES HENRICHSEN, having failed to file a Notice of Defense within the time required by Section 11506 of the Government Code, is now in default. It is, therefore, ordered that a default be entered on the record in this matter.

IT IS SO ORDERED February 13, 2012.

BARBARA J. BIGBY
Acting Real Estate Commissioner

By: DOLORES WEEKS
Regional Manager

CHERYL D. KEILY, SBN# 94008
Department of Real Estate
320 West Fourth Street, Ste. 350
Los Angeles, California 90013

Telephone: (213) 576-6982
(Direct) (213) 576-6905

FILED

AUG 26 2011

DEPARTMENT OF REAL ESTATE
BY: _____

DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

* * * * *

In the Matter of the Accusation

JOSEPH CHARLES HENRICHSEN,

Respondent.

No. H- 37482 LA

ACCUSATION

The Complainant, Maria Suarez, a Deputy Real Estate Commissioner of the State of California, for cause of Accusation against JOSEPH CHARLES HENRICHSEN ("HENRICHSEN") alleges as follows:

1.

The Complainant, Maria Suarez, a Deputy Real Estate Commissioner of the State of California, makes this Accusation in her official capacity.

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2.

HENRICHSEN is presently licensed and/or has license rights under the Real Estate Law (Part 1 of Division 4 of the Business and Professions Code) ("Code") as a real estate broker.

3.

At no time have National Loan Resolutions ("NLR"), National Loan Resolutions Law Center ("NLR Law Center"), Loan Modification Express ("Express") or Brian Fox ("Fox") been licensed by the Department in any capacity.

4.

At all times relevant herein, HENRICHSEN and Fox were the owners, operators, officers and/or directors of NLR. Whenever acts referred to below are attributed to HENRICHSEN, those acts are alleged to have been done by HENRICHSEN, or on his behalf by Fox or by and/or through one or more agents, associates, affiliates, and/or co-conspirators, including but not limited to NLR, NLR LAW CENTER and Express.

FIRST CAUSE OF ACCUSATION
(Advance Fee Violation)

5.

At all times mentioned herein, HENRICHSEN engaged in the business of a real estate broker in the State of California within the meaning of Code Sections 10131(d) and 10131.2, including brokering mortgage loans and performing loan modification activities and claiming, demanding, charging, receiving, collecting or contracting for the collection of an

advance fee, within the meaning of Code Section 10026, including, but not limited to, the following loan modification activities with respect to loans which were secured by liens on real property:

a. On or about August 11, 2009, John T. paid an advance fee of $2,847.50 to NLR doing business as NLR Law Center on behalf of HENRICHSEN. The advance fee was collected pursuant to the provisions of a written agreement pertaining to loan modification services to be provided by NLR and NLR Law Center with respect to a loan secured by the real property located in Vallejo, California.

b. On or about June 19, 2009, Duane G. paid an advance fee of $11,980 to Fox and NLR on behalf of HENRICHSEN. The advance fee was collected pursuant to the provisions of a written agreement pertaining to loan modification services to be provided by NLR with respect to loans secured by four real properties located in Millbrae, San Mateo, Oakland and Rio Vista, California.

c. On or about March 3, 2009, Leonard S. paid an advance fee of $995 to Fox and NLR and NLR Law Center on behalf of HENRICHSEN. The advance fee was collected pursuant to the provisions of a written agreement pertaining to loan modification services to be provided by NLR and NLR Law Center with respect to a loan secured by the real property located in San Rafael, California.

d. In or around April, 2009, Robin and Clarence S. paid an advance fee of $2,495 to Fox NLR, and NLR Law Center on behalf of HENRICHSEN. The advance fee was collected pursuant to the provisions of a written agreement pertaining to loan modification services to be provided by NLR and NLR Law Center with respect to a loan secured by the real property located in Los Gatos, California.

e. On or about May 12, 2009, Sarah B. paid an advance fee of $2,500 to FOX, NLR, and NLR Law Center on behalf of HENRICHSEN. The advance fee was collected pursuant to the provisions of a written agreement pertaining to loan modification services to be provided by NLR and NLR Law Center with respect to a loan secured by the real property located in Vista, California.

f. On or about August 11, 2009, Fayelease K. paid an advance fee of $2,495 to FOX, NLR and NLR Law Center. The advance fee was collected pursuant to the provisions of a written agreement pertaining to loan modification services to be provided by NLR and NLR Law Center with respect to a loan secured by the real property located in Long Beach, California.

g. On or about June 12, 2009, Mario R. paid an advance fee of $1,395 to Fox and NLR on behalf of HENRICHSEN. The advance fee was collected pursuant to the provisions of a written agreement pertaining to loan modification services to be provided by NLR with respect to a loan secured by the real property located in Baldwin Park, California.

h. On or about March 16, 2009, Giovanni B. paid an advance fee of $2,695 to Fox, NLR and NLR Law Center on behalf of HENRICHSEN. The advance fee was collected pursuant to the provisions of a written agreement pertaining to loan modification services to be provided by NLR with respect to a loan secured by the real property located in Henderson, Nevada.

i. On or about June 30, 2009, Thomas M. paid an advance fee of $3,500 to Fox and NLR on behalf of HENRICHSEN. The advance fee was collected pursuant to the provisions of a written agreement pertaining to loan modification services to be provided by NLR with respect to a loan secured by the real property located in El Cajon, California.

6.

HENRICHSEN collected the advance fees described in Paragraph 5, above, pursuant to the provisions of written agreements which constitute an advance fee agreement within the meaning of Code Section 10085.

7.

HENRICHSEN failed to submit the written agreement referred to in Paragraphs 5 and 6, above, to the Commissioner ten days before using it in violation of Code Section 10085 and Section 2970, Title 10, Chapter 6, Code of Regulations ("Regulations").

8.

The conduct, acts and/or omissions of HENRICHSEN, as set forth above, are cause for the suspension or revocation of

the licenses and license rights of HENRICHSEN pursuant to Code Sections 10085, 10177(d) and/or 10177(g).

SECOND CAUSE OF ACCUSATION

(Code Section 10176(a), 10176(b), 10176(i) and/or 10177(j)

9.

Complainant hereby incorporates by reference the allegations set forth in Paragraphs 1 through 8, above.

10.

HENRICHSEN collected the advance fees described in Paragraphs 5, above, without performing the agreed loan modification services for which the advance fees were paid.

11.

The conduct, acts and/or omissions of HENRICHSEN as described herein above, constitute making a substantial misrepresentation, the making of false promise(s) of a character likely to influence, persuade or induce, and/or fraud or dishonest dealing, and are cause for the suspension or revocation of all real estate licenses and license rights of HENRICHSEN under the provisions of Code Sections 10176(a), 10176(b), 10176(i), and/or 10177(j).

THIRD CAUSE OF ACCUSATION
(Unlicensed Activity)

12.

Complainant hereby incorporates by reference the allegations set forth in Paragraphs 1 through 11, above.

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13.

The activities described in Paragraph 5, supra, require a real estate license under Sections 10131(d) and 10131.2 of the Code. HENRICHSEN violated Section 10137 of the Code by employing and/or compensating entities and/or individuals, including Fox, NLR, NLR Law Center and Express, who were not licensed as real estate salespersons or as brokers to perform activities requiring a license as follows.

14.

The conduct, acts and/or omissions of HENRICHSEN, as set forth in Paragraph 13, above, violate Code Section 10137, and are cause for the suspension or revocation of the licenses and license rights of Respondents pursuant to Code Sections 10137, 10177(d) and/or 10177(g).

FOURTH CAUSE OF ACCUSATION
(Use of Unauthorized Fictitious Business Name)

15.

Complainant hereby incorporates by reference the allegations set forth in Paragraphs 1 through 14, above.

16.

Use of a fictitious business name for activities requiring the issuance of a real estate license requires the filing of an application for the use of such name with the Department of Real Estate ("Department") in accordance with the provisions of Code Section 10159.5.

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17.

HENRICHSEN acted without Department authorization in using the fictitious business names "National Loan Resolutions," National Loan Resolutions Law Center," and "Loan Modification Express" to engage in activities requiring the issuance of a real estate license.

18.

The conduct, acts and/or omissions of HENRICHSEN, as set forth in Paragraph 17, above, violate Code Section 10159.5 and Section 2731 of the Regulations, and are cause for the suspension or revocation of the licenses and license rights of HENRICHSEN pursuant to Code Sections 10177(d) and/or 10177(g).

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WHEREFORE, Complainant prays that a hearing be conducted on the allegations of this Accusation and that upon proof thereof, a decision be rendered imposing disciplinary action against all the licenses and license rights of Respondent JOSEPH CHARLES HENRICHSEN under the Real Estate Law (Part 1 of Division 4 of the Business and Professions Code), and for such other and further relief as may be proper under other applicable provisions of law.

Dated at Los Angeles, California

this 24 day of August, 2011.

Maria Suarez
Deputy Real Estate Commissioner

cc: JOSEPH CHARLES HENRICHSEN
Maria Suarez
Sacto.