

1 Department of Real Estate
2 P. O. Box 187000
3 Sacramento, CA 95818-7000
4 Telephone: (916) 227-0789

FILED
AUG - 7 2002

DEPARTMENT OF REAL ESTATE
By Laurie A. [Signature]

8 BEFORE THE DEPARTMENT OF REAL ESTATE
9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of)
12 BILL HENSON CO. INC.,) No. H-8037 SF
13 WILLIAM ROBERT HENSON,) STIPULATION AND AGREEMENT
14 Respondents.)

15 It is hereby stipulated by and between BILL HENSON CO.
16 INC. (hereinafter "Respondent BHC"), WILLIAM ROBERT HENSON
17 (hereinafter "Respondent HENSON") (sometimes herein referred to
18 as "Respondents"), and their attorney, Phillip M. Adleson, and
19 the Complainant, acting by and through David A. Peters, Counsel
20 for the Department of Real Estate; as follows, for the purpose
21 of settling and disposing of the Accusation filed on
22 January 11, 2002 (hereinafter "the Accusation").

23 1. All issues which were to be contested and all
24 evidence which was to be presented by Complainant and
25 Respondents at a formal hearing on the Accusation, which hearing
26 was to be held in accordance with the provisions of the
27 Administrative Procedure Act ("APA"), shall instead and in place

1 thereof be submitted solely on the basis of the provisions of
2 this Stipulation and Agreement.

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

7 3. On January 28, 2002, Respondents filed a Notice
8 of Defense pursuant to Section 11505 of the Government Code for
9 the purpose of requesting a hearing on the allegations in the
10 Accusation. Respondents hereby freely and voluntarily withdraw
11 said Notice of Defense. Respondents acknowledges that
12 Respondents understand that by withdrawing said Notice of
13 Defense they will thereby waive Respondents' right to require
14 the Commissioner to prove the allegations in the Accusation at a
15 contested hearing held in accordance with the provisions of the
16 APA and that Respondents will waive other rights afforded to
17 Respondents in connection with the hearing such as the right to
18 present evidence in defense of the allegations in the Accusation
19 and the right to cross-examine witnesses.

20 4. This Stipulation is based on the factual
21 allegations contained in the Accusation. In the interests of
22 expedience and economy, Respondents choose not to contest these
23 allegations, without being admitted or denied, will serve as a
24 prima facie basis for the disciplinary action stipulated to
25 herein. The Real Estate Commissioner shall not be required to
26 provide further evidence to prove said factual allegations.

27 ///

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

11 6. The Order or any subsequent Order of the Real
12 Estate Commissioner made pursuant to this Stipulation and
13 Agreement shall not constitute and estoppel, merger or bar to
14 any further administrative or civil proceedings by the
15 Department of Real Estate with respect to any matters which were
16 not specifically alleged to be causes for accusation in this
17 proceeding.

18 7. Respondents BHC and HENSON understand that by
19 agreeing to this Stipulation and Agreement in settlement,
20 Respondents agree to pay, pursuant to Section 10148 of the
21 Business and Professions Code, the cost of the audit which led
22 to the disciplinary action. The amount of said cost is
23 \$4,476.12.

24 8. Respondents have received, read, and understand
25 the "Notice Concerning Costs of Subsequent Audit". Respondents
26 further understand that by agreeing to this Stipulation and
27 Agreement in settlement, the findings set forth below in the

1 DETERMINATION OF ISSUES become final, and that the Commissioner
2 may charge Respondents for the cost of any subsequent audit
3 conducted pursuant to Section 10148 of the Business and
4 Professions Code to determine if the violations have been
5 corrected. The maximum cost of said audit will not exceed
6 \$4,476.12.

7 DETERMINATION OF ISSUES

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

12 I

13 The conduct of Respondent BHC described in the
14 Accusation, constitutes cause for the suspension or revocation
15 of the real estate broker license and license rights of
16 Respondent BHC under the provisions of Section 10177(d) of the
17 Business and Professions Code in conjunction with Section 10145
18 of the Business and Professions Code.

19 II

20 The conduct of Respondent HENSON described in the
21 Accusation, constitutes cause for the suspension or revocation
22 of the real estate broker license and license rights of
23 Respondent HENSON under the provisions of Section 10177(d) of
24 the Business and Professions Code in conjunction with Section
25 10145 of the Business and Professions Code.

26 ///

27 ///

1 cost within 45 days of receiving an invoice from the
2 Commissioner detailing the activities performed during the audit
3 and the amount of time spent performing those activities. The
4 Commissioner may, in her discretion, vacate and set aside the
5 stay order, if payment is not timely made as provided for
6 herein, or as provided for in a subsequent agreement between the
7 Respondents and the Commissioner. The vacation and the set
8 aside of the stay shall remain in effect until payment is made
9 in full, or until Respondents enter into an agreement
10 satisfactory to the Commissioner to provide for payment. Should
11 no order vacating the stay be issued, either in accordance with
12 this condition or condition "2", the stay imposed shall become
13 permanent.

14 6/27/02
15 DATED

14 David A. Peters
15 DAVID A. PETERS, Counsel
16 DEPARTMENT OF REAL ESTATE

17 * * *

18 I have read the Stipulation and Agreement, have
19 discussed it with my counsel, and its terms are understood by
20 me and are agreeable and acceptable to me. I understand that I
21 am waiving rights given to me by the California Administrative
22 Procedure Act (including but not limited to Sections 11506,
23 11508, 11509, and 11513 of the Government Code), and I
24 willingly, intelligently, and voluntarily waive those rights,
25 including the right of requiring the Commissioner to prove the

26 ///

27 ///

1 allegations in the Accusation at a hearing at which I would
2 have the right to cross-examine witnesses against me and to
3 present evidence in defense and mitigation of the charges.

4
5 June 20, 2002
6 DATED

William Robert Henson
BILL HENSON CO. INC.
Respondent
By: William ROBERT Henson

8
9 June 20, 2002
10 DATED

William Robert Henson
WILLIAM ROBERT HENSON
Respondent

11 I have reviewed the Stipulation and Agreement in as
12 to form and content and have advised my clients accordingly.

14 _____
DATED

PHILLIP M. ADLSON
Attorney for Respondents

* * *

16
17 The foregoing Stipulation and Agreement for
18 Settlement is hereby adopted by the Real Estate Commissioner as
19 her Decision and Order and shall become effective at 12 o'clock
20 noon on _____, 2002.

21 IT IS SO ORDERED _____, 2002.

22 PAULA REDDISH ZINNEMANN
Real Estate Commissioner

1 allegations in the Accusation at a hearing at which I would
2 have the right to cross-examine witnesses against me and to
3 present evidence in defense and mitigation of the charges.
4

5 _____
6 DATED BILL HENSON CO. INC.
7 Respondent
8 By: William ROBERT Henson

9 _____
10 DATED WILLIAM ROBERT HENSON
11 Respondent

12 I have reviewed the Stipulation and Agreement in as
13 to form and content and have advised my clients accordingly.

14 6/21/02 _____
15 DATED PHILLIP M. ADLESON
16 Attorney for Respondents

17 * * *

18 The foregoing Stipulation and Agreement for
19 Settlement is hereby adopted by the Real Estate Commissioner as
20 her Decision and Order and shall become effective at 12 o'clock
21 noon on AUGUST 28, 2002.

22 IT IS SO ORDERED July 23, 2002.

23 PAULA REDDISH ZINNEMANN
24 Real Estate Commissioner
25 _____
26 *Paula Reddish Zinnemann*
27 _____

FILED

BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

APR - 9 2002

DEPARTMENT OF REAL ESTATE

By Michael J. Zini

In the Matter of the Accusation of

BILL HENSON CO. INC.,
WILLIAM ROBERT HENSON,

}

Case No. H-8037 SF

OAH No. N-2002020529

Respondents

FIRST AMENDED
NOTICE OF HEARING ON ACCUSATION

To the above named respondents:

You are hereby notified that a hearing will be held before the Department of Real Estate at THE OFFICE OF ADMINISTRATIVE HEARINGS, 1515 CLAY STREET, SUITE 206, OAKLAND, CA 94612 on MONDAY, JUNE 24, 2002, at the hour of 9:00 A.M., or as soon thereafter as the matter can be heard, upon the Accusation served upon you. If you object to the place of hearing, you must notify the presiding administrative law judge of the Office of Administrative Hearings within ten (10) days after this notice is served on you. Failure to notify the presiding administrative law judge within ten days will deprive you of a change in the place of the hearing.

You may be present at the hearing. You have the right to be represented by an attorney at your own expense. You are not entitled to the appointment of an attorney to represent you at public expense. You are entitled to represent yourself without legal counsel. If you are not present in person nor represented by counsel at the hearing, the Department may take disciplinary action against you based upon any express admission or other evidence including affidavits, without any notice to you.

You may present any relevant evidence and will be given full opportunity to cross-examine all witnesses testifying against you. You are entitled to the issuance of subpoenas to compel the attendance of witnesses and the production of books, documents or other things by applying to the Department of Real Estate.

The hearing shall be conducted in the English language. If you want to offer the testimony of any witness who does not proficiently speak the English language, you must provide your own interpreter and pay his or her costs. The interpreter must be certified in accordance with Sections 11435.30 and 11435.55 of the Government Code.

DEPARTMENT OF REAL ESTATE

Dated: APRIL 9, 2002

By David A. Peters
DAVID A. PETERS, Counsel

BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

FILED

MAR 12 2002

DEPARTMENT OF REAL ESTATE

In the Matter of the Accusation of

BILL HENSON CO. INC.,
WILLIAM ROBERT HENSON,

By *David A. Peters*

Case No. H-8037 SF

OAH No. N-2002020529

Respondents

NOTICE OF HEARING ON ACCUSATION

To the above named respondents:

You are hereby notified that a hearing will be held before the Department of Real Estate at THE OFFICE OF ADMINISTRATIVE HEARINGS, 1515 CLAY STREET, SUITE 206, OAKLAND, CA 94612 on TUESDAY, MAY 21, 2002, at the hour of 9:00 A.M., or as soon thereafter as the matter can be heard, upon the Accusation served upon you. If you object to the place of hearing, you must notify the presiding administrative law judge of the Office of Administrative Hearings within ten (10) days after this notice is served on you. Failure to notify the presiding administrative law judge within ten days will deprive you of a change in the place of the hearing.

You may be present at the hearing. You have the right to be represented by an attorney at your own expense. You are not entitled to the appointment of an attorney to represent you at public expense. You are entitled to represent yourself without legal counsel. If you are not present in person nor represented by counsel at the hearing, the Department may take disciplinary action against you based upon any express admission or other evidence including affidavits, without any notice to you.

You may present any relevant evidence and will be given full opportunity to cross-examine all witnesses testifying against you. You are entitled to the issuance of subpoenas to compel the attendance of witnesses and the production of books, documents or other things by applying to the Department of Real Estate.

The hearing shall be conducted in the English language. If you want to offer the testimony of any witness who does not proficiently speak the English language, you must provide your own interpreter and pay his or her costs. The interpreter must be certified in accordance with Sections 11435.30 and 11435.55 of the Government Code.

Dated: MARCH 12, 2002

DEPARTMENT OF REAL ESTATE

By

David A. Peters

DAVID A. PETERS, Counsel

1 DAVID A. PETERS, Counsel (SBN 99528)
2 Department of Real Estate
3 P. O. Box 187000
4 Sacramento, CA 95818-7000

FILED
JAN 11 2002

5 Telephone: (916) 227-0789
6 -or- (916) 227-0781 (Direct)

DEPARTMENT OF REAL ESTATE

Laurie B. ...

8 BEFORE THE DEPARTMENT OF REAL ESTATE

9 STATE OF CALIFORNIA

10 * * *

11 In the Matter of the Accusation of) No. H-8037 SF
12 BILL HENSON CO. INC.,)
13 WILLIAM ROBERT HENSON,) ACCUSATION
14 Respondents.)

15 The Complainant, Les R. Bettencourt, a Deputy Real
16 Estate Commissioner of the State of California, for cause of
17 Accusation against BILL HENSON CO. INC. dba Superior Home Loans
18 (hereinafter "Respondent BHC") and WILLIAM ROBERT HENSON
19 (hereinafter "Respondent HENSON"), is informed and alleges as
20 follows:

21 I

22 The Complainant, Les R. Bettencourt, a Deputy Real
23 Estate Commissioner of the State of California, makes this
24 Accusation against Respondents in his official capacity.

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26 ///
27 ///

1 II

2 Respondents BHC and HENSON are licensed and/or have
3 license rights under the Real Estate Law (Part 1 of Division 4
4 of the Business and Professions Code) (hereinafter "the Code")
5 as follows:

6 BILL HENSON CO. INC. - as a real estate broker
7 corporation acting by and through Respondent HENSON as its
8 designated broker- officer.

9 WILLIAM ROBERT HENSON - as a real estate broker and as
10 designated broker-officer for Respondent BHC.

11 III

12 Whenever reference is made in an allegation in this
13 Accusation to an act or omission of "Respondents", such
14 allegation shall be deemed to mean the act or omission of each
15 of the Respondents named in the caption hereof, acting
16 individually, jointly, and severally.

17 IV

18 Beginning on or before January 1, 2000 and continuing
19 through on or after December 29, 2000, Respondents engaged in
20 the business of, acted in the capacity of, advertised, or
21 assumed to act as a real estate broker within the State of
22 California within the meaning of Section 10131(d) of the Code,
23 including the operation and conduct of a mortgage loan brokerage
24 business with the public wherein lenders and borrowers were
25 solicited for loans secured directly or collaterally by liens on
26 real property, wherein such loans were arranged, negotiated,
27 processed, and consummated on behalf of others for compensation

1 or in expectation of compensation, and wherein such loans were
2 serviced and payments thereon were collected on behalf of
3 others.

4 V

5 Beginning on or about January 22, 2001, the Department
6 conducted an audit of Respondents' mortgage loan brokerage
7 activities for the time period January 1, 2000 to December 29,
8 2000. During the course of the mortgage loan brokerage
9 activities described in Paragraph IV above, Respondents received
10 and disbursed funds held in trust on behalf of another or
11 others.

12 VI

13 Beginning on or before January 1, 2000 through on or
14 about December 29, 2000, Respondents' maintained the following
15 trust fund account:

16	<u>TITLE AND ACCOUNT NUMBER</u>	<u>BANK</u>
17	Superior Home Loans Trust Account #1 Account No. 7150175673 (hereinafter "Trust #1")	Union Bank of California Oakland, California
19	Superior Home Loans Trustee For Vision Homes LLC Account No. 715021823 (hereinafter "Trust #2")	Union Bank of California Oakland, California

22 VII

23 In connection with the collection and disbursement of
24 trust funds described in Paragraph V above, Respondents failed
25 to deposit and maintain said trust funds in Trust #1 in such
26 manner that as of March 31, 2000, there was a shortage of
27 \$24,428.64 of trust funds.

1 VIII

2 Respondents failed to obtain prior written consent
3 from each of the principals for the reduction of the aggregate
4 balance of trust funds in Trust #1 to an amount less than the
5 existing aggregate trust fund liability to the owners of said
6 funds in violation of Section 2832.1 of Title 10, California
7 Code of Regulations (hereinafter "the Regulations").

8 IX

9 Within the three-year period immediately preceding the
10 filing of this Accusation, during the course of the mortgage
11 loan brokerage activities described in Paragraph V above,
12 Respondents:

13 1) Failed to comply with the requirements of Section
14 10229(j)(2) of the Code, in connection with Loan #10823, in that
15 Respondents failed to forward borrower interest payments to the
16 investors within twenty-five (25) days of receipt of said
17 interest payments from the borrower; and

18 2) Failed to comply with the requirements of Section
19 10229(g)(2) of the Code, in connection with Loan #10823, in that
20 Respondents in connection with a multi-lender loan exceeded the
21 percentage limit of encumbrances compared to the market value of
22 the property.

23 X

24 The acts and/or omissions of Respondents described
25 above are grounds for the suspension or revocation of the
26 licenses and/or license rights of Respondents under the
27 following Sections of the Code and Regulations:

