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FILED

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BUREAU OF REAL ESTATE

By Steph Danner

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8
9 BUREAU OF REAL ESTATE

10 STATE OF CALIFORNIA

11 * * * * *

12 In the Matter of the Accusation of)
13)
14 LANCE RICHARD HALL;)
15)
16 AMERICO MORTGAGE COPORATION; and)
17)
18 SCOTT JAMES WEIDENHAMMER,)
19 designated officer of Americo Mortgage)
Corporation,)
Respondents.)

No. H-40892 LA

SECOND AMENDED
ACCUSATION

20 *The Accusation filed on December 18, 2017 and first amended on December 19,*
21 *2017, is amended in its entirety as follows:*

22 The Complainant, a Supervising Special Investigator of the State of California, for
23 cause of Accusation against Respondents LANCE RICHARD HALL, AMERICO MORTGAGE
24 CORPORATION, and SCOTT JAMES WEIDENHAMMER (collectively "Respondents"), is

25
26 CalBRE Second Amended Accusation of Lance Richard Hall, et. al.

1 informed and alleges as follows:

2 1.

3 The Complainant, Maria Suarez, a Supervising Special Investigator of the State of
4 California, makes this Accusation in her official capacity.

5 2.

6 All references to the "Code" are to the California Business and Professions Code
7 and all references to "Regulations" are to Title 10, Chapter 6, California Code of Regulations.

8 **RESPONDENTS**

9 **Respondent LANCE RICHARD HALL ("HALL")**

10 3.

11 LANCE RICHARD HALL ("HALL") is presently licensed and/or has license
12 rights under the Real Estate Law, Part 1 of Division 4 of the Code as a restricted real estate
13 salesperson ("RRES" or "restricted RES"), Bureau of Real Estate ("Bureau" or "BRE") license
14 ID 01352343. HALL's BRE mailing address of record is: 1933 Upper Rim Rock Canyon,
15 Laguna Beach, California 92651.

16 4.

17 HALL was first licensed as a RRES on or about August 30, 2004, in CalDRE¹
18 Case No. H-30841 LA². According to the BRE's records, Realty One Group, Inc. (BRE license
19

20 ¹ Prior to July 1, 2013, the California Bureau of Real Estate was the Department of Real Estate ("DRE").

21 ² On or about August 23, 2002, HALL filed an application with the BRE for a RES license. On or about April 14,
22 2004, the DRE filed a Statement of Issues pursuant to Code Sections 10177(g) and 480(a) in the matter of the RES
23 application of HALL. On or about July 29, 2004, by Stipulation and Waiver, the DRE granted HALL the right to
24 apply for and be granted a RRES. A RRES was issued to HALL on August 30, 2004, under which HALL has
25 operated since that time. On May 19, 2008, HALL petitioned the DRE for the removal of restrictions attached to his
26 RES license; on January 25, 2010, HALL's petition for removal of restrictions was denied.

1 ID 01878341) is HALL's employing real estate broker ("REB") of record. HALL's BRE RRES
2 license will expire on August 29, 2020.

3 **Respondent AMERICO MORTGAGE CORPORATION ("AMERICO")**

4 5.

5 AMERICO MORTGAGE CORPORATION ("AMERICO") is presently licensed
6 and/or has license rights under the Real Estate Law, Part 1 of Division 4 of the Code as a real
7 estate broker (corporation) ("REB"), BRE license ID 01525272. AMERICO's mailing and main
8 address of record are the same: 25431 Cabot Rd., Suite 200, Laguna Hills, California 92653.

9 6.

10 AMERICO was first licensed as a REB on or about September 8, 2006.
11 According to the BRE's records, SCOTT JAMES WEIDENHAMMER is the designated officer
12 ("D.O.") of record of AMERICO until his officer expiration date of September 7, 2018.
13 AMERICO has no current DBAs and employs one RES of record, Timothy P. McGinley, BRE
14 license ID 01156373. AMERICO's BRE license will expire on September 7, 2018.

15 **Respondent SCOTT JAMES WEIDENHAMMER ("WEIDENHAMMER")**

16 7.

17 SCOTT JAMES WEIDENHAMMER ("WEIDENHAMMER") is presently
18 licensed and/or has license rights under the Real Estate Law, Part 1 of Division 4 of the Code as
19 a REB, BRE license ID 01064318. WEIDENHAMMER's BRE mailing and main address of
20 record are the same: 25 Pacifica, #6327, Irvine, California 92618.

21 ///

22 ///

1 8.

2 WEIDENHAMMER was first licensed as a RES on or about February 10, 1990,
3 and as a REB on or about May 6, 2006. WEIDENHAMMER is the D.O. of AMERICO until his
4 officer expiration date of September 7, 2018. WEIDENHAMMER's BRE license will expire on
5 December 16, 2018. WEIDENHAMMER has no current DBAs and employs no RES of record.

6 9.

7 At all times mentioned herein, in Orange County, California, Respondents HALL,
8 AMERICO and WEIDENHAMMER engaged in the performance of activities requiring a real
9 estate license pursuant to Code Section 10130. Respondents acted and ordered, caused,
10 authorized or participated in licensed activities within the meaning Code Section 10131.

11 **FACTS DISCOVERED BY THE BUREAU**

12 10.

13 **AMERICO**

14 According to a Statement of Information ("SOI") filed with the California
15 Secretary of State on or about October 16, 2012, Americo Mortgage Corporation (C2806555)
16 ("Americo") is a mortgage broker and WEIDENHAMMER is its agent for service of process and
17 its Chief Executive Officer, Secretary, and Chief Financial Officer. Also according to the
18 October 16, 2012 SOI, WEIDENHAMMER and Mishele Weidenhammer are AMERICO's
19 Directors.

20 11.

21 **Silver Rock Advisors, Inc.**

22 According to a SOI filed by Silver Rock Advisors, Inc. ("Silver Rock") with the
23 California Secretary of State on or about March 29, 2012, Silver Rock is a real estate business,
24 and WEIDENHAMMER is its agent for service of process, its Chief Executive Officer, and its
25

1 Chief Financial Officer. Also according to the March 29, 2012 SOI, WEIDENHAMMER and
2 Robert Castaneda are Silver Rock's Directors.

3 12.

4 HALL's Independent Contractor Agreement with Realty One Group, Inc.

5 On or about July 29, 2013, HALL (as "Contractor/Salesperson") signed an
6 "Independent Contractor Agreement" with Tony Faulkner/Realty One Group, Inc. (as "Broker")
7 ("ROG Agreement"). As stated in the "Duties And Obligations" portion of the Agreement,
8 "Contractor/Salesperson acknowledges that all agency relationships entered into for any real
9 estate transaction exist solely between the Realty ONE [sic] Group as Broker and the transaction
10 principal (the "Client") and that at all times, the Contractor/Salesperson owes a duty of
11 reasonable care to the Broker and the Broker's Client. During the term of this Agreement,
12 Contractor/Salesperson shall diligently represent Realty ONE Group and shall perform any and
13 all general Real Estate services for real property required or reasonably requested in connection
14 with its business."

15 13.

16 HALL's Independent Contractor Agreement with Silver Rock Advisors, Inc.

17 On or about November 25, 2013, HALL (as "Independent Contractor") signed an
18 "Independent Contractor Agreement" with WEIDENHAMMER/Silver Rock (SRA) ("SRA
19 Agreement"), which defined commissions as "any brokerage fee or commission earned and
20 received during the term of this Agreement resulting from Independent Contractor's solicitation,
21 negotiation and placing transactions by or on behalf of SRA, net of fees or expenses incurred by
22 third party contractors used in connection with transaction." According to this Agreement,
23 HALL was to receive compensation in the form of a thirty percent (30%) commission for net
24

1 profits earned upon final sale of property known as 12 Vintage and 21 Princeville guesthouse in
2 Las Vegas, Nevada.

3 14.

4 Extension of HALL's Independent Contractor Agreement with Silver Rock Advisors, Inc.

5 According to the deposition testimony of WEIDENHAMMER in *Matt and Denise*
6 *B. vs. Lance Richard Hall; Realty One Group, Inc.; and Does 1-10, inclusive, Orange County*
7 *Superior Court Case No. 30-2016-00868146-CU-PN-CJC* ("Matt and Denise B. Complaint")
8 ("Weidenhammer Depo"), WEIDENHAMMER was in the business of buying, rehabbing, and
9 flipping real estate since 2013. (Weidenhammer Depo, Volume 1, page 19, lines 7-10).

10 According to WEIDENHAMMER, HALL presented to him three available properties located in
11 Laguna Beach: 521 Seaview ("Seaview"); 490 Thalia ("Thalia"); and 31711 Seacliff ("Seacliff"),
12 two of which were already listed on the market. (Weidenhammer Depo, Volume 1, page 36,
13 lines 3-4). Also according to WEIDENHAMMER, HALL represented to him: a) that the Thalia
14 property could be purchased with plans that a buyer could finish, and b) that the Thalia seller also
15 owned Seaview, which also had plans, and that Seaview was also available for sale.

16 (Weidenhammer Depo, Volume 1, page 36, lines 15-20). According to WEIDENHAMMER's
17 deposition testimony, HALL represented to him that the Seaview property was better than the
18 Thalia property due to the fact of its plans being near ready for permit and the shorter amount of
19 time for development (Weidenhammer Depo, Volume 1, page 39, lines 17-20), and he
20 (WEIDENHAMMER) was told that the plans were approved at the time of his acquisition of the
21 Seaview property. (Weidenhammer Depo, Volume 1, page 48, lines 22-25).

22 15.

23 On or about October 14, 2014, HALL and WEIDENHAMMER/SRA executed a
24 modification of the SRA Agreement ("Modified SRA Agreement") to include the three Laguna
25

1 Beach properties: Seaview (closed deal at the time of the Modified SRA Agreement); Thalia
2 (October 17, 2014 scheduled closing date); and Seacliff (October 14, 2014 scheduled closing
3 date). Included in the terms of the Modified SRA Agreement are:

4 a. that HALL will represent WEIDENHAMMER or WEIDENHAMMER's
5 entities in the purchase of these three properties;

6 b. that HALL will share with WEIDENHAMMER thirty percent (30%) of the
7 buy-side commission when WEIDENHAMMER or his entities are the purchasers;

8 c. that HALL will share with WEIDENHAMMER thirty percent (30%) of the sell-
9 side commission when he is the selling agent for WEIDENHAMMER or his entities;

10 d. that HALL will receive the exclusive listing of each of the properties for at least
11 thirty (30) days in order to obtain a flip buyer, which, in the event a flip buyer is not procured for
12 a property within the thirty-day period, the property will be de-listed and removed from the
13 market to allow time for rehabilitation of the property;

14 e. that, upon the delisting and rehabilitation of a property, HALL will receive the
15 exclusive listing agreement at a standard five percent (5%) commission (four percent (4%) for
16 Seacliff) for a period of ninety (90) days with the possibility of time extensions; and

17 f. that HALL will contribute "in raising capital dollars for the remodel of these
18 acquired properties and contribute in the remodel efforts, as part of his participation in the net
19 profits from the sale of these homes..."

20 16.

21 521 Seaview Street ("Seaview" or "Seaview Property")

22 According to WEIDENHAMMER's deposition testimony, a Deed of Trust and
23 Assignment of Rents between AMERICO and Anchor Loans, Inc. was recorded against the
24 Seaview property on or about October 8, 2014 for the purpose of securing a \$1,031,250 loan for
25

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1 the acquisition of the Seaview property. (Weidenhammer Depo, Volume 1, page 79, lines 7-22)
2 (“Anchor loan”). Also according to WEIDENHAMMER, HALL assisted him in acquiring
3 capital for the Seaview remodel (Weidenhammer Depo, Volume 1, page 77, lines 15-17) and
4 arranged a loan, by way of a Deed of Trust and Assignment of Rents between AMERICO and
5 Financial Lifestyle Strategies Defined Benefit Plan recorded against the Seaview property on or
6 about October 9, 2014, for the purpose of securing a \$350,000 loan to AMERICO for the
7 acquisition of Seaview (“Mylett loan”). (Weidenhammer Depo, Volume 1, page 81, lines 17-
8 22.) Additionally, a Deed of Trust and Assignment of Rents between AMERICO and Advantage
9 Equities was recorded against the Seaview property on or about October 15, 2014, for the
10 purpose of securing a \$125,000 loan to AMERICO for the acquisition of another property.
11 (Weidenhammer Depo, Volume 1, page 82, lines 11-19 and page 83, lines 1-10.) (“Advantage
12 loan”).

13 17.

14 Unrecorded Encumbrances on the Seaview Property

15 In WEIDENHAMMER’s deposition testimony, when asked about other
16 encumbrances against the Seaview property, whether recorded or not, WEIDENHAMMER
17 responded in the affirmative regarding \$250,000 in private dollars borrowed by AMERICO.
18 (Weidenhammer Depo, Volume 1, page 97, lines 11-17). WEIDENHAMMER further testified
19 that the private loan originated from two individual investors, ABD and the Jeff Giobinazzo
20 [sic]³ Family Trust (“Giovinazzo Trust”), who collectively loaned \$250,000 to AMERICO for
21 part of the construction of the Seaview property. (Weidenhammer Depo, Volume 1, page 98,
22 lines 15-25, and page 99, line 1.) WEIDENHAMMER explained that the \$250,000 of private
23

24 ³ According to the Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing, the name
25 of the Trustee is Giovinazzo.

1 dollars borrowed were “secured by the property based on the future equity value...”
2 (Weidenhammer Depo, Volume 1, page 99, lines 7-8.) When asked about HALL’s awareness at
3 any point in time of the loan from ABD and the Giovinazzo Trust, WEIDENHAMMER
4 answered, “I don’t know.” (Weidenhammer Depo, Volume 1, page 99, lines 18-22.) When
5 asked about whether he discussed with HALL that he was using the Seaview property to secure
6 another loan that had not been recorded, WEIDENHAMMER answered, “I don’t recall.”
7 (Weidenhammer Depo, Volume 1, page 99, lines 23-25 and page 100, line 1.)

8 18.

9 In his deposition testimony, WEIDENHAMMER testified as to a Deed of Trust,
10 Assignment of Rents and Leases, Security Agreement, and Fixture Filing, dated October 7, 2014
11 to AMERICO and the Giovinazzo Family Real Estate Investment, LLC regarding the Seaview
12 property, to secure \$125,000. (Weidenhammer Depo, Volume II, page 155, lines 18-25 and page
13 156, lines 1-6.). WEIDENHAMMER also testified as to a Deed of Trust, Assignment of Rents
14 and Leases, Security Agreement, and Fixture Filing, dated October 7, 2014 to AMERICO and
15 ABD, LLC regarding the Seaview property, to secure \$125,000. (Weidenhammer Depo, Volume
16 II, page 156, line 25 and page 157, lines 6-11.). WEIDENHAMMER testified that he believed
17 these deeds were “recorded at some time.” (Weidenhammer Depo, Volume II, page 158, line 6.).

18 19.

19 HALL’s Exclusive Listing of 521 Seaview Street

20 On or about October 20, 2014, seller “Americo Mortgage Company” (“Seaview
21 Seller⁴”) and REB Realty One Group, Inc. executed a Residential Listing Agreement (“RLA”)
22 for the Seaview property beginning October 20, 2014 and ending on November 21, 2014, for a
23

24 ⁴ “Seaview Seller” refers to Americo Mortgage Company and/or AMERICO MORTGAGE CORPORATION
25 and/or WEIDENHAMMER.

1 listing price of one million five hundred fifty thousand dollars (\$1,550,000).

2 WEIDENHAMMER signed as Seller Americo Mortgage Company and HALL signed as the
3 agent for Realty One Group, Inc. ("ROG").

4 20.

5 Matt and Denise B. ("Buyers")

6 In or about November of 2014, Matt and Denise B. ("Buyers") met HALL and
7 discussed their interest in selling their Bay Area property and purchasing an investment property
8 in Laguna Beach, California. HALL showed two properties to Buyers, the Thalia property, and
9 the Seaview property; HALL showed no other properties to Buyers. While HALL disclosed to
10 Buyers that he personally knew the seller (Seaview Seller) of these properties, and that he had or
11 would be getting the listing agreements for the Thalia and Seaview properties, HALL did not
12 disclose to Buyers that the sale of these properties would yield to him a thirty percent (30%)
13 commission on the net profits. According to the deposition testimony of HALL in the Matt and
14 Denise B. Complaint ("Hall Depo"), when asked, "Did you at any time disclose to the Plaintiffs
15 that you had a profit interest in Thalia or Seaview?" HALL responded in the affirmative when
16 asked if oral disclosure was provided; however, when asked, "Did you provide them with a
17 written disclosure of your profit interest in these properties?" HALL responded, "No." (Hall
18 Depo, Volume I, page 14, lines 8-19.).

19 Neither did HALL disclose to Buyers that his RES license was a restricted RES license.

20 ///

21 ///

22 ///

23 ///

24 ///

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26

27

1 21.

2 In his pitch of the Seaview property to Buyers, HALL represented that the
3 Seaview Seller had permits and approved plans for a remodel of the property, and presented two
4 purchase options:

- 5 a. Option One: Buyers could purchase Seaview in its current state for one
6 million five hundred fifty thousand dollars (\$1,550,000) and handle the
7 remodel on their own using the Seaview Seller's approved remodel plans and
8 permits, or
9 b. Option Two: Buyers could purchase Seaview for one million eight hundred
10 fifty thousand dollars (\$1,850,000) and the Seaview Seller would complete the
11 remodel within ninety (90) days.

12 HALL represented to Buyers that Option Two would increase the Seaview property value to an
13 amount ranging from \$2 million to \$2.1 million, which would provide them with instant equity.

14 HALL further assured Buyers that the Seaview Seller was experienced in residential remodels.

15 22.

16 On or about December 11, 2014, Ticor Title issued a Preliminary Title Report
17 dated December 11, 2014 and addressed to Everest Escrow, which included in its "Exceptions"
18 section a list of encumbrances to which the Seaview property was subject; this list included
19 multiple encumbrances which totaled approximately \$1.5 million, including, but not limited to:

- 20 a) delinquent property taxes in the amount \$5,162.67, and penalty costs in the amount \$539.26;
21 b) the Anchor loan; c) the Mylett loan; and d) the Advantage loan.

22 23.

23 Buyers relied on HALL's representations about the Seaview Seller and post-
24 remodel valuation and agreed to submit an offer on the Seaview property through HALL and
25

1 RÖG for one million eight hundred fifty thousand dollars (\$1,850,000). HALL prepared a
2 Residential Purchase Agreement (“RPA”) with an offer to purchase the Seaview property for one
3 million eight hundred fifty thousand dollars (\$1,850,000) and an initial deposit by Buyers of one
4 hundred thousand (\$100,000); the RPA also included Buyers’ increased deposit of four hundred
5 thousand dollars (\$400,000) to seller within thirty (30) days after acceptance. HALL also
6 prepared Addendum No. 1 to the RPA, which affirmed the remodel as “currently permitted by
7 the City of Laguna Beach” and provided that Buyers would release the \$100,000 from escrow to
8 seller and would be non-refundable. Addendum No. 1 also provided that the Seaview Seller
9 would provide remodel services to Buyers’ current residence at actual cost for time and materials
10 only, with no mark-up to the Buyers. Addendum No. 1 also provided that the purchase price
11 would be reduced by \$25,000 if the \$400,000 deposit was made non-refundable on or before
12 thirty (30) days after acceptance of the offer. The Buyers signed the RPA and Addendum No. 1
13 on or about December 22, 2014; WEIDENHAMMER as seller AMERICO signed the same on or
14 about December 23, 2014.

15 24.

16 On or about December 30, 2014, pursuant to the RPA, Buyers wired \$100,000 to
17 Everest Escrow.

18 25.

19 According to the Matt and Denise B. Complaint, in or about January 19 or 20,
20 2015, the Seaview Seller and HALL informed Buyers that an additional \$200,000 was required
21 to assist with the construction and for payment of loans secured by the Seaview property. Also
22 according to the Matt and Denise B. Complaint, the Seller agreed to reduce the Seaview sales
23 price by \$25,000 to \$1,825,000 in spite of the Addendum No. 1 requirement that the additional
24 deposit amount be \$400,000. According to the Matt and Denise B. Complaint, Buyers relied on
25

1 HALL and, with HALL's knowledge and consent⁵, wired \$150,000 not to the escrow company,
2 but directly to the Seaview Seller's AMERICO CommerceWest Bank account. According to the
3 Matt and Denise B. Complaint, HALL did not prepare an amendment to memorialize this
4 modification to the RPA.

5 26.

6 According to the Matt and Denise B. Complaint, on or about February 19, 2015,
7 Buyers relied on HALL's representations again, and wired another \$175,000 not to the escrow
8 company, but to Seller AMERICO's CommerceWest bank account. HALL did not prepare an
9 amendment to memorialize this modification to the RPA.

10 27.

11 According to the deposition testimony of WEIDENHAMMER, at the time the
12 Seaview RPA was executed (on or about December 22, 2014), he had advised HALL that the
13 anticipated remodel completion date was not ninety (90) days, and that summer of 2015 was the
14 anticipated date. (Weidenhammer Depo, Volume 1, page 108, lines 3-22.)

15 28.

16 Between February 2015 and July 2015, the Buyers inquired to HALL regarding
17 the status of the Seaview remodel, during which time HALL assured Buyers that the remodel
18 would complete.

19 29.

20 HALL did not disclose to the Buyers at any time whether the Seaview property
21 was affected by any encumbrances. The Buyers were unaware that, at the time the parties
22 executed the RPA, and well before the Buyers' initial non-refundable \$100,000 deposit, HALL
23

24 ⁵ According to an e-mail dated January 20, 2015 from WEIDENHAMMER to HALL with the notation, "Per your
25 request see attached wire instructions. Matt can send funds when they are available."

1 was in possession of the Ticor Title Preliminary Title Report. At no time did HALL provide or
2 review the Seaview Preliminary Title Report with the Buyers.

3 30.

4 On or about July 17, 2015, without notice to Buyers, Seller AMERICO transferred
5 the title to the Seaview property via a Deed in Lieu of Foreclosure to two of its creditors, ABD
6 (ABD, LLC) and the Giovinazzo Trust. This transfer was recorded by the Orange County
7 Recorder on July 20, 2015. In his deposition, when WEIDENHAMMER was asked, "Did you
8 tell Mr. HALL that you were going to the offices of ABD or Giovinazzo and that you were going
9 to sign the Deed in Lieu of Foreclosure or did you call him after you signed it?" he responded,
10 "After." (Weidenhammer Depo, Volume II, page 289, lines 1-5.) WEIDENHAMMER was then
11 asked, "Did you advise the Bs⁶ that you were signing the Deed in Lieu of Foreclosure?" he
12 responded, "No, I told Mr. Hall so he could tell the Bs. They're his clients." (Weidenhammer
13 Depo, Volume II, page 289, lines 1-5.). Subsequent to this transfer, the Buyers were able to buy
14 out the creditors who received the Seaview property in the July 20, 2015 transfer for \$100,000
15 and recorded a Quitclaim Deed to the Seaview property (and its encumbrances) on August 24,
16 2015.

17 **APPLICABLE SECTIONS OF THE REAL ESTATE LAW**

18 **Unlawful Employment or Payment of Compensation - Code Section 10137**

19 31.

20 Pursuant to Code Section 10137, "It is unlawful for any licensed real estate broker
21 to employ or compensate, directly or indirectly, any person for performing any of the acts within
22 the scope of this chapter who is not a licenses real estate broker, or a real estate salesperson
23

24 ⁶ The "Bs" shall refer to Matt and Denise B.
25

1 licensed under the broker employing or compensating him or her, or to employ or compensate,
2 directly or indirectly, any licensee for engaging in any activity for which a mortgage loan
3 originator license endorsement is required, if that licensee does not hold a mortgage loan
4 originator license endorsement; provided, however, that a licensed real estate broker may pay a
5 commission to a broker of another state. No real estate salesperson shall be employed by or
6 accept compensation for activity requiring a real estate license from any person other than the
7 broker under whom he or she is at the time licensed. It is unlawful for any licensed real estate
8 salesperson to pay any compensation for performing any of the acts within the scope of this
9 chapter to any real estate licensee except through the broker under whom he or she is at the time
10 licensed. For a violation of any of the provisions of this section, the commissioner may
11 temporarily suspend or permanently revoke the license of the real estate licensee, in accordance
12 with the provisions of this part relating to hearings.”

13 **Grounds for Revocation or Suspension – Code Section 10176**

14 32.

15 Pursuant to Code Section 10176, “The commissioner may, upon his or her own
16 motion, and shall, upon the verified complaint in writing of any person, investigate the actions of
17 any person engaged in the business or acting in the capacity of a real estate licensee within this
18 state, and he or she may temporarily suspend or permanently revoke a real estate license at any
19 time where the licensee, while a real estate licensee, in performing or attempting to perform any
20 of the acts within the scope of this chapter has been guilty of any of the following:

- 21 (a) Making any substantial misrepresentation.
22 (b) Making any false promises of a character likely to influence, persuade, or
23 induce.

1 (c) A continued and flagrant course of misrepresentation or making of false
2 promises through real estate agents or salespersons.

3 ...

4 (g) The claiming or taking by a licensee of any secret or undisclosed amount of
5 compensation, commission or profit or the failure of a licensee to reveal to the
6 employer of the licensee the full amount of the licensee's compensation,
7 commission, or profit under any agreement authorizing or employing the
8 licensee to do any acts for which a licensee is required under this chapter for
9 compensation or commission prior to or coincident with the signing of an
10 agreement evidencing the meeting of the minds of the contracting parties,
11 regardless of the form of the agreement, whether evidenced by documents in
12 an escrow or by any other or different procedure.

13 ...

14 (i) Any other conduct, whether of the same or of a different character than
15 specified in this section, which constitutes fraud or dishonest dealing..."

16 **Further Grounds for Disciplinary Action – Code Section 10177**

17 33.

18 Pursuant to Code Section 10177, "The commissioner may suspend or revoke the
19 license of a real estate licensee, delay the renewal of a license of a real estate licensee, or deny the
20 issuance of a license to an applicant, who has done any of the following:

21 ...

22 (d) Willfully disregarded or violated the Real Estate Law (Part 1 (commencing
23 with Section 10000)) or Chapter 1 (commencing with Section 11000) of Part 2
24 or the rules and regulations of the commissioner for the administration and
25

1 enforcement of the Real Estate Law and Chapter 1 (commencing with Section
2 11000) of Part 2.

3 (g) Demonstrated negligence or incompetence in performing an act for which he
4 or she is required to hold a license.

5 ...

6 (j) Engaged in any other conduct, whether of the same or a different character than
7 specified in this section, that constitutes fraud or dishonest dealing.

8 ...

9 (o) Failed to disclose to the buyer of real property, in a transaction in which the
10 licensee is an agent for the buyer, the nature and extent of a licensee's direct or
11 indirect ownership interest in that real property. The direct or indirect
12 ownership interest in the property by a person related to the licensee by blood
13 or marriage, by an entity in which the licensee has an ownership interest, or by
14 any other person with whom the licensee has a special relationship shall be
15 disclosed to the buyer."

16 **VIOLATIONS OF THE REAL ESTATE LAW – CAUSES FOR DISCIPLINE**

17 34.

18 Complainant re-alleges and incorporates by reference the preceding paragraphs as
19 set forth herein.

20 35.

21 In the course of the activities described above in Paragraph 9, and based on the
22 facts discovered by the Bureau, Respondents LANCE RICHARD HALL, AMERICO
23 MORTGAGE CORPORATION, and SCOTT JAMES WEIDENHAMMER acted in violation of
24

1 the Code and Regulations, as described below.

2 36.

3 Respondent LANCE RICHARD HALL engaged in the business of, or acted in the
4 capacity of a RES and received compensation from REBs AMERICO MORTGAGE
5 CORPORATION and SCOTT JAMES WEIDENHAMMER for the performance of licensed
6 activities. The issuance of compensation by AMERICO and the receipt of such compensation
7 by LANCE RICHARD HALL are in violation of Code Section 10137. The issuance of
8 compensation by SCOTT JAMES WEIDENHAMMER and the receipt of such compensation
9 by HALL are in violation of Code Section 10137.
10

11 37.

12 Respondent RES LANCE RICHARD HALL has, while engaging in the business
13 of or acting in the capacity of a RES, willfully disregarded the Real Estate Law by engaging in a
14 continuous course of making substantial misrepresentations and false promises to induce, by
15 acting negligently, and by engaging in fraudulent or dishonest dealing. On or about October 14,
16 2014, HALL and Weidenhammer/Silver Rock Advisors, Inc. executed an agreement in which
17 HALL would represent Weidenhammer or Weidenhammer's entities in the purchase and
18 subsequent sale of three specific properties, for a thirty percent (30%) commission on the buy-
19 side and a thirty percent (30%) commission on the sell-side.
20
21

22 38.

23 When Buyers enlisted HALL to find investment properties for their purchase,
24 HALL showed Buyers only two properties, both of which would yield a thirty-percent (30%)
25

1 commission to HALL as his share of Weidenhammer/Silver Rock Advisors' profits. At no time
2 did HALL show other properties to Buyers besides the properties through which he stood to
3 financially gain. At no time did HALL disclose to Buyers the nature of his financial relationship
4 with the subject properties. At no time did HALL disclose to Buyers the encumbrances on the
5 Seaview property. At all times HALL understood that Buyers relied on his representations, and
6 with this understanding, HALL induced Buyers to purchase the Seaview property via the Option
7 Two purchase price and remodel plan.
8

9 39.

10 The acts and/or omissions of Respondent **LANCE RICHARD HALL** in his
11 representation of and communications with the Buyers, including but not limited to his
12 inducement of Buyers to purchase a property through which he would reap a secret profit, are in
13 violation of **Code Sections 10176 (a), (b), (c), (g), and (i) and Code Sections 10177(d), (g), (j),**
14 **and (o).**
15

16 40.

17 Respondents **REB SCOTT JAMES WEIDENHAMMER** and **AMERICO**
18 **MORTGAGE CORPORATION** have, while engaging in the business of or acting in the capacity
19 of a REB, willfully disregarded the Real Estate Law by engaging in fraudulent or dishonest
20 dealing. On or about December 23, 2014, **WEIDENHAMMER/AMERICO** accepted the Buyers'
21 offer to purchase the Seaview property, and accepted deposits from Buyers for said property.
22 On July 17, 2015, **WEIDENHAMMER/AMERICO** transferred the Seaview property to parties
23 outside of the December 23, 2014 transaction.
24
25

26 CalBRE Second Amended Accusation of Lance Richard Hall, et. al.

1 41.

2 The acts and/or omissions of Respondents **SCOTT JAMES**
3 **WEIDENHAMMER** and **AMERICO MORTGAGE CORPORATION** in their acceptance of
4 direct deposits from Buyers toward the purchase and remodel of the Seaview property, and their
5 subsequent transfer of the Seaview property to parties outside of the transaction without Buyers'
6 knowledge, are in violation of **Code Section 10176 (i) and Code Section 10177(j)**.
7

8 COSTS

9 42.

10 **Code Section 10106** provides, in pertinent part, that in any order issued in
11 resolution of a disciplinary proceeding before the Bureau, the Commissioner may request the
12 administrative law judge to direct a licensee found to have committed a violation of this part to
13 pay a sum not to exceed the reasonable costs of investigation and enforcement of the case.
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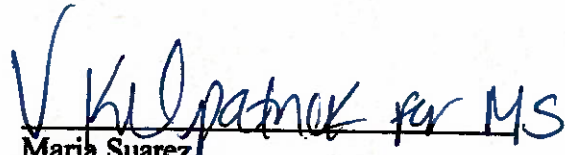
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1 WHEREFORE, Complainant prays that a hearing be conducted on the allegations
2 of this Accusation and that upon proof thereof, a decision be rendered imposing disciplinary
3 action against all the licenses and license rights of Respondents LANCE RICHARD HALL,
4 AMERICO MORTGAGE CORPORATION, and SCOTT JAMES WEIDENHAMMER under
5 the Real Estate Law (Part 1 of Division 4 of the Business and Professions Code), and for such
6 other and further relief as may be proper under other applicable provisions of law.
7

8 Dated at Los Angeles, California

9 this 12 day of February 2018.
10

11
12 
13 Maria Suarez
14 Supervising Special Investigator
15
16
17

18 cc: Lance Richard Hall
19 Americo Mortgage Corporation
20 .Scott James Weidenhammer
21 V. Kilpatrick/M. Suarez
22 Sacto.
23
24
25