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BUREAU OF REAL ESTATE

By ASelous

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BEFORE THE BUREAU OF REAL ESTATE
STATE OF CALIFORNIA

In the Matter of the Accusation of) No. H-03010 FR
)
STACEY ANN HAVENER,) ACCUSATION
)
Respondent.)

The Complainant, Brenda Smith, a Supervising Special Investigator of the State of California, acting in her official capacity, for cause of Accusation against STACEY ANN HAVENER aka Stacey Ann Havener-Hudson aka Stacey Ann Hudson DBA All Seasons Real Estate ("HAVENER"), is informed and alleges as follows:

1.

The Complainant, Brenda Smith, acting in her official capacity as Supervising Special Investigator of the State of California, makes this Accusation.

2.

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

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3.

- 1 -

In the Matter of the Accusation of Stacey Ann Havener

1 HAVENER is presently licensed and/or had license rights issued by the Bureau
2 of Real Estate as a real estate broker (license no. 01303680). HAVENER was originally
3 licensed as a real estate broker on or about February 9, 2005. Previously, she had a real estate
4 salesperson license from January 30, 2001 to January 29, 2005. From on or about February 9,
5 2005 to August 4, 2014, HAVENER had the DBA of MNS Investments. From on or about
6 August 5, 2014 through the present, HAVENER had and continues to have the DBA of All
7 Seasons Real Estate. HAVENER has not had any other licensed DBAs with the Bureau of Real
8 Estate.

9 4.

10 From December 18, 2013 through the present, Milton Lance Hudson
11 ("Hudson"), HAVENER's husband, was not, and still is not, licensed by the Bureau in any
12 capacity. From August 1991 to December 18, 2013, Hudson was a real estate broker (license
13 no. 01116933). On November 25, 2013, the Real Estate Commissioner issued an Order
14 Accepting Voluntary Surrender of Real Estate License, in case no. H-02790 FR, that became
15 effective December 18, 2013, and was made in connection with an audit investigation of
16 Hudson's property management activities. As more fully set forth in the Second Amended
17 Accusation in that case, Hudson allegedly had multiple violations of Real Estate Law and
18 Regulations in his property management business, including, but not limited to, causing a trust
19 fund shortage of \$19,180.16 without the owners' written consent, making misrepresentations,
20 commingling trust funds, and using the unlicensed DBA of All Seasons Property Management.
21 From August 23, 1991 to May 15, 2008, Hudson had the licensed DBA of American Financial
22 of California. From May 16, 2008 to December 18, 2013, Hudson had the licensed DBA of All
23 Season's Realty.

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25 ///

26 5.

1 At all times mentioned, in the County of Kern and County of Ventura,
2 HAVENER and Hudson engaged in the business of a real estate broker conducting licensed
3 activities within the meaning of Code section 10131(b). HAVENER and Hudson engaged in
4 operating a real property management company by leasing, renting, and/or offering to rent,
5 placing for rent, soliciting for prospective tenants, and/or collecting rents from real property.
6

7 FIRST CAUSE OF ACCUSATION

8 (Trust Fund Audit)

9 6.

10 On or about June 11, 2015, the Bureau of Real Estate completed a property
11 management audit examination of the books and records of HAVENER limited to determine
12 whether HAVENER handled and accounted for trust funds and conducted her real estate
13 activities in accordance with the Real Estate Law and Regulations. The audit examination
14 covered a period of time beginning on January 1, 2014 and ended on March 1, 2015. The audit
15 examination revealed violations of the Code and the Regulations set forth in the following
16 paragraphs, and more fully discussed in Audit Report FR130024 and the exhibits and work
17 papers attached to said audit report.
18

19 Bank Account and Trust Accounts

20 7.

21 At all times mentioned, in connection with the activities described in Paragraph
22 4, above, HAVENER accepted or received funds including funds in trust ("trust funds") from
23 or on behalf of actual or prospective parties, such as owners of real property, involved in
24 property management services, and thereafter made deposits and/or disbursements of such
25 funds. From time to time herein mentioned, during the audit period, said trust funds were
26 deposited and/or maintained by HAVENER in the bank account as follows:
27

1 "Base Camp LLC DBA All Seasons Property Management DBA All Seasons Realty"
2 *****2561

3 Union Bank
4 P.O. Box 512380
5 Los Angeles, CA 90051

(B/A #1)

8.

6 In the course of activities described in Paragraphs 5 and 7, above, and during the
7 audit examination period in Paragraph 6, above, Respondent HAVENER acted in violation of
8 the Code and the Regulations as set forth below:

9 (a) Permitted, allowed, and/or caused the disbursement of trust funds from
10 B/A #1 where the disbursement of funds reduced the total amount of aggregate funds to the
11 amount of \$20,941.47 on December 31, 2014, \$19,317.92 on January 31, 2015, and \$24,812.58
12 on February 28, 2015 less than the existing aggregate trust fund liability of Respondent to every
13 principal who was the owner of said funds without first obtaining prior written consent of the
14 owners of said funds, in violation of Code section 10145 and Regulations sections 2831,
15 2831.1, and 2832.1.

16 (b) Deposited trust funds in B/A #1, which was not designated as a trust
17 account, in violation of Code section 10145(a) and Regulations section 2832.

18 (c) Failed to maintain a control record in the form of a columnar record in
19 chronological order of all trust funds received, deposited, and disbursed, in violation of Code
20 section 10145 and Regulations section 2831.

21 (d) Failed to maintain an accurate and complete separate record for each
22 beneficiary or transaction, thereby failing to account for all trust funds received, deposited, and
23 disbursed from B/A #1, in violation of Code section 10145 and Regulations section 2831.1.

24 (e) Failed to perform a monthly reconciliation of the balance of all separate
25 beneficiary or transaction records maintained pursuant to Regulations section 2831.1 with the
26
27

1 record of all trust funds received and disbursed by B/A #1, in violation of Code section 10145
2 and Regulations section 2831.2.

3 (f) Commingled trust funds with other monies in B/A #1, in violation of
4 Code section 10176(e).

5 9.

6 The conduct of Respondent HAVENER described in Paragraph 8, above,
7 violated the Code and the Regulations as set forth below:

8 PARAGRAPH

PROVISIONS VIOLATED

9 8(a)	Code section 10145 and Regulations sections 2831, 2831.1, and
10	2832.1
11 8(b)	Code section 10145(a) and Regulations section 2832
12 8(c)	Code section 10145 and Regulations section 2831
13 8(d)	Code section 10145 and Regulations section 2831.1
14 8(e)	Code section 10145 and Regulations section 2831.2
15 8(f)	Code section 10176(e)

16 The foregoing violations constitute cause for discipline of the real estate license and license
17 rights of Respondent HAVENER under the provisions of Code sections 10176(e), 10177(d),
18 10177(g), and/or 10177(h).

19
20 SECOND CAUSE OF ACCUSATION

21 (Highland Property – 2716 Highland Way, Lebec, CA 93243)

22 10.

23 Complainant re-alleges paragraphs 3 through 9, above, and incorporates them
24 herein.

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11.

On or about August 5, 2013, Hudson entered into a Property Management Agreement with Karrie and Eugene D., owners of 2816 Highland Way, Lebec, CA 93243 ("Highland Property") for said property. Pursuant to this Property Management Agreement, the trust funds were to be "held in a trust account separate from [All Seasons Realty's]¹ personal accounts."

12.

On or about August 20, 2013, Hudson DBA All Seasons Realty entered into a residential lease agreement with Robert and Margaret N. to rent the Highland Property from September 1, 2013 to August 31, 2014. Pursuant to this residential lease agreement, rent was \$1,050 per month, the security deposit was \$1,575, and the pet deposit was \$600.

13.

When or soon after Hudson no longer had a real estate license and licensing rights on December 18, 2013, Hudson's Property Management Agreement for the Highland Property was transferred to HAVENER.

14.

HAVENER DBA All Seasons Property Management, which was and is an unlicensed DBA, issued the following checks on or about the following dates to the Highland Property owners for their draw from B/A #1, which was not a trust account.

October 14, 2013: check #1292

December 10, 2013: check #1373

January 15, 2014: check #1402

February 17, 2014: check #1442

March 10, 2014: check #1478

¹ From May 16, 2008 to December 18, 2013, Hudson had the licensed DBA of "All Season's Realty," but all the Property Management Agreements stated, "All Seasons Realty."

15.

Check #1442 issued on or about February 17, 2014 and check #1478 issued on or about March 10, 2014 bounced due to insufficient funds.

16.

In or about February 2014, Hudson, under the employment of HAVENER issued an IRS form 1099-MISC for the Highland Property that errantly included the rent received in January 2014 for the month of January 2014 as part of the Karrie and Eugene D.'s rental income in 2013. The IRS form 1099-MISC stated the rental income in 2013 was \$3,814.06 when in fact it was \$2,869.06.

17.

In or about March 2014, Karrie and Eugene D. fired HAVENER and Hudson as their property managers, but HAVENER and Hudson failed to return the tenants' security deposit and other fees, which totaled \$3,304.44.

18.

The conduct of HAVENER described in paragraphs 10 through 17, above, constitutes violations of Code sections 10137 (employ or compensate an unlicensed person to perform acts which require a real estate license), 10145 (trust fund handling), 10176(a) (making substantial misrepresentations), 10177(g) (negligence or incompetence), and 10177(h) (failure to exercise reasonable supervision), and Regulations section 2731 (use of an unlicensed fictitious business name).

THIRD CAUSE OF ACCUSATION

(Pomona Trail Property – 612 Pomona Trail, Frazier Park, CA 93225)

19.

Complainant re-alleges paragraphs 3 through 18, above, and incorporates them herein.

1 20.

2 On or about April 20, 2004, Jennings Real Estate entered into a Property
3 Management Agreement with Mountainside Disposal, the owner of 612 Pomona Trail, Frazier
4 Park, CA 93225 ("Pomona Trail Property"), through Ray S. for said property. Pursuant to this
5 Property Management Agreement, security deposits were to be placed in a trust account.

6 21.

7 In 2008, Hudson DBA All Season's Realty bought out Jennings Real Estate,
8 including the Property Management Agreement pertaining to the Pomona Trail Property.

9 22.

10 When or soon after Hudson no longer had a real estate license and licensing
11 rights on December 18, 2013, the property management contract for the Pomona Trail Property
12 was transferred to HAVENER.

13 23.

14 On or about January 15, 2014, HAVENER DBA All Seasons Property
15 Management issued the check #1405 to Mountainside Disposal for its draw from B/A #1,
16 which was not a trust account. Soon thereafter, check #1405 bounced due to insufficient funds.

17 24.

18 In or about May 2014, Hudson, under the direction of HAVENER, negotiated
19 between Mountainside Disposal and the then-tenant of the Pomona Trail Property regarding
20 how much of the security deposit should be refunded back to the then-tenants. Hudson also
21 handled the security deposit funds in this transaction.

22 25.

23 The conduct of HAVENER described in paragraphs 19 through 24 above,
24 constitutes violations of Code sections 10137 (employ or compensate an unlicensed person to
25 perform acts which require a real estate license), 10145 (trust fund handling), 10176(a) (making
26 substantial misrepresentations), 10177(d) (willful disregard or violation of Real Estate Law),
27

1 10177(g) (negligence or incompetence), and 10177(h) (failure to exercise reasonable
2 supervision), and Regulations section 2731 (use of an unlicensed fictitious business name).

3
4 FOURTH CAUSE OF ACCUSATION

5 (Lion Property – 1013 Lion Court, Frazier Park, CA 93225)

6 26.

7 Complainant re-alleges paragraphs 3 through 25, above, and incorporates them
8 herein.

9 27.

10 On or about October 9, 2013, Hudson DBA All Seasons Realty entered into a
11 rental agreement with David and Jackie I. for 1013 Lion Court, Frazier Park, CA 93225 ("Lion
12 Property"). Pursuant to this rental agreement, David and Jackie I. paid \$1,500 and were to pay
13 \$375 more for a total of \$1,875 for the security deposit, which was to be held in a trust account.

14 28.

15 When or soon after Hudson no longer had a real estate license and licensing
16 rights on December 18, 2013, HAVENER took over Hudson's rental agreement for the Lion
17 Property.

18 29.

19 On or about July 15, 2014, HAVENER DBA All Seasons Property Management,
20 which was and is not a licensed DBA, issued check #1602 in the amount of \$1,875 to David
21 and Jackie I. to refund their security deposit. The check was from B/A #1, which was not a
22 trust account. Soon after, this check bounced due to insufficient funds.

23 30.

24 On or about July 17, 2014, Hudson, as a representative of HAVENER, requested
25 David and Jackie I. to delay depositing check #1602 because he had to first transfer funds to
26 that account.

1 31.

2 On or soon after July 22, 2014, David and Jackie I. re-deposited check #1602 in
3 reliance of Hudson's assurance that there were now sufficient funds in the bank account, but
4 check #1602 bounced a second time due to insufficient funds.

5 32.

6 In late July 2014, David and Jackie I. requested Hudson and HAVENER return
7 their deposit in cash. Hudson met David and Jackie I., and gave them \$1,675 in cash, which
8 was \$200 less than security deposit and did not include bank fees for bounced checks, which
9 Hudson stated he would pay.

10 33.

11 The conduct of HAVENER described in paragraphs 28 through 32 above,
12 constitutes violations of Code sections 10137 (employ or compensate an unlicensed person to
13 perform acts which require a real estate license), 10145 (trust fund handling), 10176(a) (making
14 substantial misrepresentations), 10177(d) (willful disregard or violation of Real Estate Law),
15 10177(g) (negligence or incompetence), and 10177(h) (failure to exercise reasonable
16 supervision), and Regulations section 2731 (use of an unlicensed fictitious business name).

17
18 FIFTH CAUSE OF ACCUSATION

19 (Lockwood Valley Property – 17478 Lockwood Valley Road, Frazier Park, CA 93225)

20 34.

21 Complainant re-alleges paragraphs 3 through 33, above, and incorporates them
22 herein.

23 35.

24 On or about September 4, 2014, HAVENER changed her main office address on
25 record with the Bureau of Real Estate from 16225 Askin Drive, Pine Mountain Club, CA 93222
26 to 16311 Askin Drive, Pine Mountain Club, CA 93222. To date, HAVENER's main office
27

1 address on record with the Bureau of Real Estate remains 16311 Askin Drive, Pine Mountain
2 Club, CA 93222.

3 36.

4 On or about April 27, 2015, HAVENER DBA All Seasons Property
5 Management entered into a Holding Deposit Agreement and Receipt with Romuls G. and Terre
6 A. for 17478 Lockwood Valley Road, Frazier Park, CA 93225 ("Lockwood Valley Property"),
7 and Romuls G. and Terre A. paid \$800.00 to HAVENER DBA All Seasons Property
8 Management, an unlicensed DBA.

9 37.

10 On or about April 27, 2015, Romuls G. and Terre A. paid \$800.00 in cash to
11 HAVENER. HAVENER gave them a receipt from "All Seasons Realty" with the address, "620
12 Monterey Trail, Frazier Park, CA 93225," which is an address that HAVENER has never had
13 on record with the Bureau of Real Estate as a main office address, branch address, or mailing
14 address.

15 38.

16 On or about April 27, 2015, HAVENER DBA All Seasons Property
17 Management provided Romuls G. and Terre A. with a business card stating her name was
18 "Stacey Havener-Hudson."

19 39.

20 On or about April 30, 2015, HAVENER and Hudson facilitated the rental
21 agreement between Henrick T., the owner of the Lockwood Valley Property, and Romuls G.
22 and Terre A. for said property. Pursuant to this rental agreement, the rent was and is \$800 per
23 month from May 1, 2015 to April 30, 2016, and the security deposit was \$800.00.

24 40.

25 From on or about May 1, 2015 and onward, HAVENER informed Romuls G.
26 and/or Terre A. that Hudson was in charge of all of the rental properties, and told them to direct
27

1 all of their concerns and inquiries to Hudson. This included, but was not limited, employing
2 and directing Hudson to (1) demand, negotiate, and collect rent and security deposits, (2)
3 negotiate with Romuls G. and Terre A. regarding Henrick T. allegedly breaking the rental
4 agreement by entering the property and taking their belongings, and (3) filing unlawful
5 detainers on behalf of Henrick T.

6 41.

7 The conduct of HAVENER described in paragraphs 35 through 40 above,
8 constitutes violations of Code sections 10137 (employ or compensate an unlicensed person to
9 perform acts which require a real estate license), 10162 (failure to maintain business address on
10 record), 10163 (failure to procure license for branch office), 10176(a) (making substantial
11 misrepresentations), 10177(d) (willful disregard or violation of Real Estate Law), 10177(g)
12 (negligence or incompetence), and 10177(h) (failure to exercise reasonable supervision), and
13 Regulations section 2731 (use of an unlicensed fictitious business name and use of a false
14 name).

15
16 SIXTH CAUSE OF ACCUSATION

17 (Lack of Broker-Salespersons Relationship Agreements)

18 42.

19 On or about September 3, 2013, HAVENER became the sponsoring broker of
20 salesperson Katy Marie Cruse ("Cruse"), license no. 01819661. Cruse's previous sponsoring
21 broker was Hudson. However, HAVENER and Cruse did not have a Broker-Salesperson
22 Relationship Agreement until on or about May 1, 2014, in violation of Code sections 10177(g)
23 (negligence or incompetence) and 10177(h) (failure to exercise reasonable supervision) and
24 Regulations section 2726 (broker-salesperson agreement).

25 ///

26 ///

1 43.

2 On or about January 29, 2014, HAVENER became the sponsoring broker of
3 salesperson Carole Anne Swanston ("Swanston"), license no. 01241300. Swanston's previous
4 sponsoring broker was Hudson. However, HAVENER and Swanston did not have a Broker-
5 Salesperson Relationship agreement until on or about May 1, 2014, in violation of Code
6 sections 10177(d) (willful disregard or violation of Real Estate Law), 10177(g) (negligence or
7 incompetence) and 10177(h) (failure to exercise reasonable supervision) and Regulations
8 section 2726 (broker-salesperson agreement).

9
10 SEVENTH CAUSE OF ACCUSATION

11 (Willful Disregard and Violation, Negligence, and Failure to Exercise Reasonable Supervision)

12 44.

13 Complainant re-alleges paragraphs 3 through 43, above, and incorporates them
14 herein.

15 45.

16 The overall conduct of HAVENER constitutes willful disregard and violation of
17 Real Estate Law, negligence, and failure to exercise reasonable supervision, and is cause for
18 discipline of the real estate license and license rights of HAVENER pursuant to Code sections
19 10177(d), 10177(g), and 10177(h).

20
21 (COSTS)

22 46.

23 Code section 10106 provides, in pertinent part, that in any order issued in
24 resolution of a disciplinary proceeding before the Bureau of Real Estate, the Commissioner may
25 request the administrative law judge to direct a licensee found to have committed a violation of
26
27

1 this part to pay a sum not to exceed the reasonable costs of investigation and enforcement of the
2 case.

3 47.

4 Code section 10148(b) provides, in pertinent part, that the Commissioner shall
5 charge a real estate broker for the cost of any audit, if the Commissioner has found in a final
6 decision following a disciplinary hearing that the broker has violated Code section 10145 or a
7 regulation or rule of the Commissioner interpreting said section.

8 WHEREFORE, Complainant prays that a hearing be conducted on the
9 allegations of this Accusation and that upon proof thereof, a decision be rendered imposing
10 disciplinary action against the license and license rights of STACEY ANN HAVENER under
11 the Real Estate Law (Part 1 of Division 4 of the California Business and Professions Code), for
12 the cost of investigation and enforcement pursuant to Code section 10106 and as permitted by
13 law, and for such other and further relief as may be proper under other applicable provisions of
14 law, including costs of audit pursuant to Code section 10148(b).

15 Dated at Fresno, California: 4-19, 2016.

16
17 
18 Brenda Smith
19 Supervising Special Investigator
20
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22
23

24 cc: STACEY ANN HAVENER
25 Brenda Smith
26 Sacto
27 Enforcement
Audits – Diana Brewster