

**FILED**

**DEC 29 2022**

**DEPARTMENT OF REAL ESTATE**

By By [Signature]

1 ADRIANA Z. BADILAS, Counsel (SBN 283331)  
2 Department of Real Estate  
3 P. O. Box 137007  
4 Sacramento, CA 95813-7007  
5 Fax: (916) 263-3767  
6 Telephone: (916) 576-8700 (Main)  
7 -or- (916) 576-5755 (Direct)

8 BEFORE THE DEPARTMENT OF REAL ESTATE  
9 STATE OF CALIFORNIA

10 \* \* \*

11 In the Matter of the Accusation of:	)	
	)	No. H-3424 FR
12 ALL STATE HOME, INC.,	)	<u>ACCUSATION</u>
13 ISIDRO DE LA TORRE,	)	
14 and RAMON ORTIZ,	)	
15 Respondents.	)	

16 The Complainant, BRENDA SMITH, in her official capacity as a Supervising  
17 Special Investigator of the State of California, Department of Real Estate (“Department”) brings  
18 this Accusation against Respondents ALL STATE HOME, INC. (“ALL STATE”), ISIDRO DE  
19 LA TORRE (“DE LA TORRE”), and RAMON ORTIZ (“ORTIZ”), (collectively  
20 “Respondents”), and is informed and alleges as follows:

21 GENERAL ALLEGATIONS

22 1

23 ALL STATE is presently licensed by the Department and/or has license rights  
24 under the Real Estate Law, Part 1 of Division 4 of the California Business and Professions Code  
25 (“Code”), as a corporate real estate broker, License No. 02022288. On September 24, 2020, the  
26 Department endorsed ALL STATE as a mortgage loan originator, Nationwide Mortgage  
27 Licensing System and Registry (“NMLS”), NMLS Id. No.1726899.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27

2

DE LA TORRE is presently licensed by the Department and/or has license rights under the Real Estate Law, Part 1 of Division 4 of the Code, as a real estate broker, License No. 01335877. On March 19, 2015, the Department endorsed DE LA TORRE as a mortgage loan originator, NMLS Id. No. 321774.

3

ORTIZ is presently licensed by the Department and/or has license rights under the Real Estate Law, Part 1 of Division 4 of the Code, as a real estate broker, License No. 01786200. On September 3, 2021, the Department endorsed ORTIZ as a mortgage loan originator, NMLS Id. No. 667714

4

At all relevant times, ORTIZ did not have an endorsement from the Department to act in the capacity of a mortgage loan originator license.

5

At all relevant times herein, DE LA TORRE was the designated broker officer for ALL STATE and ORTIZ was working under the corporate real estate license of ALL STATE.

LICENSED ACTIVITY

6

At all relevant times, Respondents engaged in the business of, acted in the capacity of, advertised, or assumed to act as a real estate broker within the meaning of Section 10131(a) of the Code, in that Respondents performed licensed activities in the State of California for or in expectation of compensation, including the operation and conduct of a real estate brokerage that included the sale or offer of sale, purchase or offer of purchase, solicitation of prospective sellers and purchasers of, solicitation or obtaining listings of, or negotiations of the purchase, sale or exchange of real property or a business opportunity.

///

At all relevant times, Respondents engaged in the business of, acted in the capacity of, advertised, or assumed to act as a real estate broker within the meaning of Section 10131(d) of the Code, in that Respondents performed licensed activities in the State of California for or in expectation of compensation, including the soliciting borrowers or lenders for or negotiating loans or collecting payments or performing services for borrowers or lenders or note owners in connection with loans secured directly or collaterally by liens on real property or on a business opportunity.

FIRST CAUSE OF ACTION

**(As to ORTIZ: Fraud and/or Dishonest Dealings and/or Negligence involving the property located at: 1601 Cooper St., Selma, CA.)**

Each and every allegation made in Paragraphs 1 through 7, inclusive, is incorporated by reference as if fully set forth herein.

On or about April 7, 2020, a Residential Listing Agreement (“RLA”) was executed between ORTIZ and Raul O. to sell the property located at 1601 Cooper St., Selma, CA (“Cooper Property”). The listing price was \$305,000 with a 4.5% commission.

On or about April 8, 2020, ORTIZ listed the Cooper Property to the NML, including the following remark: “Attention: Sale is contingent and subject to the Seller finding a suitable replacement property.”

On or about April 21, 2020, ORTIZ received an offer on the Cooper Property from real estate agent Jessica L. on behalf of her buyer client, Angela S. for \$270,000.

///

///

///

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27

12

On or about April 22, 2020, ORTIZ prepared Seller Counter Offer #1 and emailed the counter offer to Jessica L., which included the following terms: Sale price to be \$280,000 and the sale of the Cooper Property was to be contingent on the Seller finding a replacement property.

13

On or about April 22, 2020, Jessica L. informed ORTIZ that her client, Angele S., would not begin the escrow process on the Cooper Property unless the property contingency – that the Seller find a suitable replacement property – was removed. ORTIZ represented to Jessica L. that ORTIZ would have the contingency removed “today or tomorrow.”

14

On or about April 22, 2020, ORTIZ, without the knowledge and consent of his client, represented to Jessica L. the sale of the Cooper Property would not include the concurrent purchase contingency.

15

On or about April 28, 2020, Jessica L. emailed ORTIZ a new offer on the Cooper Property for \$275,000 with a \$5,000 Seller credit.

16

On or about April 30, 2020, ORTIZ prepared an Addendum to the Purchase Agreement for the Cooper Property stating that the sale of the property was contingent on Seller closing on a replacement property located in Sanger, CA. Jessica L. informed ORTIZ that her client would not begin the escrow process until the contingency was removed. ORTIZ, without the knowledge or consent of his client, again represented to Jessica L. that the contingency would be removed.

17

On or about April 30, 2020, ORTIZ opened escrow on the Cooper Property with First American Title. The escrow was opened without an executed Seller’s Purchase of Replacement Property or Addendum.

2 On or about June 11, 2020, ORTIZ represented to Jessica L. that Raul O. would  
3 not be able to close on the Cooper Property as Raul O. could not obtain a loan for the purchase  
4 of the replacement property in Sanger, CA. Jessica L. informed ORTIZ that the transaction was  
5 not contingent on Raul O. purchasing a replacement property.

7 On or about June 22, 2021, ORTIZ prepared and sent a Cancellation of  
8 Contracts, Release of Deposit and Cancellation of Escrow, citing as the cause for cancellation  
9 that: "Seller not able to acquire necessary financing for concurrent close of replacement  
10 property."

11 SECOND CAUSE OF ACTION  
12 **(As to ORTIZ: Fraud and/or Dishonest Dealings and/or Negligence involving the**  
13 **property located at: 699 Quality Ave., Sanger, CA.)**

15 Each and every allegation made in Paragraphs 1 through 7, inclusive, is  
16 incorporated by reference as if fully set forth herein.

18 On or about April 29, 2020, ORTIZ prepared a California Residential Purchase  
19 Agreement and Joint Escrow Instructions ("Offer") on Raul O.'s behalf for the purchase of a  
20 property located as 699 S Quality Ave., Sanger, CA ("Quality Property"). The Offer was sent to  
21 real estate salesperson Maria D. The Offer was accompanied by a Contingency of Sale, stating  
22 that Raul O.'s Cooper Property was in escrow with First American Title Company and was  
23 scheduled to close on May 29, 2020.

25 On or about April 29, 2020, ORTIZ prepared a Pre-Approval Letter on behalf of  
26 the Real Estate Firm for Raul O. in which ORTIZ stated that The Real Estate Firm reviewed the  
27 preliminary loan documents provided by Raul O. and, it was their opinion, that Raul O.  
qualified for a 95% conventional loan in the amount of \$342,000. The Pre-Approval Letter

1 listed ORTIZ as the Senior Loan Officer/Broker. ORTIZ did not have an MLO endorsement at  
2 that time.

3 23

4 On or about April 30, 2020, ORTIZ emailed Raul O.'s offer to salesperson Maria  
5 D. along with a Contingency for Sale of Buyer's Property and stated the following: "As  
6 promised, I have attached my client's Purchase Offer for your beautiful listing at 699 Quality.  
7 Along with the offer, I have attached my client's Pre-Approval letter Pending Sale  
8 Contingency." ORTIZ also emailed Addendum #1, which required the Seller to perform certain  
9 maintenance-related activities to the septic tank, the electricity line, and pool fencing.

10 24

11 On or about May 2, 2020, Maria D. emailed to ORTIZ the Seller's Counter Offer  
12 #2, wherein it was stated that loan contingencies are to be removed 21 days after acceptance.

13 25

14 On or about May 4, 2020, escrow opened on the Quality Property transaction.

15 26

16 On or about May 25, 2020, Maria D. issued a Notice to Perform #1 requesting  
17 that all contingencies be removed.

18 27

19 On or about May 27, 2020, Contingency Removal #1 is executed by the Buyer  
20 and/or ORTIZ removing all contingencies except for the appraisal contingency.

21 28

22 On or about May 28, 2020, Contingency removal #2 is executed removing all  
23 remaining contingencies. ORTIZ also sent a request to extend the close of escrow to June 8,  
24 2020, which the Seller subsequently agreed to extend.

25 29

26 From on or about May 28, 2020 to June 10, 2020, ORTIZ represented to Maria  
27 D., on multiple occasions, that "everything was fine" and "we're on line" for loan documents.

1 ORTIZ informed Maria D. that his client was ready to close and ORTIZ sent a second Extension  
2 of Time Addendum to Maria D., seeking to extend the close of escrow to June 12, 2020.

3 30

4 On or about June 10, 2020, the Seller signs the Extension of Time Addendum.  
5 However, the Extension of Time included an Addendum #2 with the following terms: (1) close  
6 of escrow to be June 12, 2020, (b) Buyer to pay \$50 per diem for each day after June 12, and (c)  
7 all other terms and conditions to remain the same. Paul O. did not sign Addendum #2.

8 31

9 On or about June 10, 2020, ORTIZ was informed by the lender that Raul O.'s  
10 loan was denied by the underwriter due to excessive debt to income ratio.

11 32

12 On or about June 12, 2020, Maria D. prepared and sent ORTIZ a Cancellation of  
13 Contract, Release of Deposit and Cancellation of Escrow.

14 33

15 On or about June 26, 2020, after communications with ORTIZ became difficult,  
16 Maria D. emailed her employing broker asking for assistance in getting the Cancellation of  
17 Contract signed by ORTIZ's client so that Maria D.'s client could sell the property to a new  
18 buyer. The broker subsequently emailed ORTIZ requesting that the Cancellation of Contract be  
19 signed and returned.

20 34

21 On or about June 27, 2020, ORTIZ emailed the signed Cancellation of Contract,  
22 Release of Deposit and Cancellation of Escrow, which were signed by Raul O. on June 14,  
23 2020.

24 THIRD CAUSE OF ACTION  
25 **(As to Respondents: Unlicensed MLO Activity)**

26 35

27 Each and every allegation made in Paragraphs 1 through 7, inclusive, is  
incorporated by reference as if fully set forth herein.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27

36

On or about December 31, 2019, ORTIZ arranged a loan for borrowers Guadalupe and Mary A. for the purchase of a property located at 5869 W. Parr Ave., Fresno, CA. for the purchase amount of \$280,000. ORTIZ did not have an MLO endorsement at the time he arranged the loan.

37

On or about January 6, 2020, ORTIZ received compensation from ALL STATE in the amount of \$4,247.

38

On or about May 5, 2020, ORTIZ arranged a loan for borrower Raul O. for the Quality Ave property described above in the Second Cause of Action. ORTIZ did not have an MLO endorsement at the time he arranged the loan.

39

On or about June 2, 2020, ORTIZ arranged a loan for borrower Evan P. for the purchase of a property located at 2262 E. Vermont Ave., Fresno, CA for the purchase amount of \$256,700. ORTIZ did not have an MLO endorsement at the time he arranged the loan.

40

On or about June 2, 2020, ORTIZ arranged a refinance loan for borrower Evan P. for the purchase of a property located at 2262 E. Vermont Ave., Fresno, CA for the purchase amount of \$256,700. ORTIZ did not have an MLO endorsement at the time he arranged the loan.

41

On or about June 8, 2020, ORTIZ received compensation from ALL STATE in the amount of \$3,426.20.

42

On or about September 1, 2020, ORTIZ arranged a loan for borrowers Michael and Dorian C. for the purchase of a property located at 6056 East Sussex Way, Fresno, CA for



1 the amount of \$345,500. ORTIZ did not have an MLO endorsement at the time he arranged the  
2 loan.

3 43

4 On or about September 2, 2020, ORTIZ received compensation from ALL  
5 STATE in the amount of \$1,719.00.

6 44

7 On or about October 9, 2020, ORTIZ arranged a loan for borrowers Adolfo and  
8 Kimberly H. for the purchase of a property located at 5268 East Inyo St., Fresno, CA for the  
9 amount of \$228,500. ORTIZ did not have an MLO endorsement at the time he arranged the  
10 loan.

11 45

12 On or about October 14, 2020, ORTIZ received compensation from ALL STATE  
13 in the amount of \$1,459.00.

14 46

15 On or about November 5, 2020, ORTIZ arranged a loan for borrower Mayra R.  
16 for the purchase of a property located at 3141 South Meadowbrook St., Visalia, CA for the  
17 amount of \$312,000. ORTIZ did not have an MLO endorsement at the time he arranged the  
18 loan.

19 47

20 On or about November 6, 2020, ORTIZ received compensation from ALL  
21 STATE in the amount of \$2,919.00.

22 FOURTH CAUSE OF ACTION  
23 **(As to ORTIZ: Failure to Disclose License Number)**

24 48

25 Each and every allegation made in Paragraphs 1 through 7, inclusive, is  
26 incorporated by reference as if fully set forth herein.

27 ///

2 On or about October 12, 2021, ORTIZ was using his Facebook page to solicit for  
3 real estate loan services through his fictitious business name The Real Estate Firm. ORTIZ  
4 failed to designate his Department license number on the website.

5 FIFTH CAUSE OF ACTION  
6 (As to ALL STATE and DE LA TORRE: Failure to Supervise)

8 Each and every allegation made above in Paragraphs 1 through 47, inclusive, is  
9 incorporated by this reference as if fully set forth herein.

11 As ORTIZ’s employing broker, ALL STATE, acting by and through its  
12 designated broker office DE LA TORRE, was required to exercise reasonable supervision and  
13 control over the activities of ORTIZ and/or all other employees working under ALL STATE.

15 ALL STATE and DE LA TORRE failed to exercise reasonable supervision over  
16 the acts and/or omissions of ORTIZ in such a manner as to allow the violations described above  
17 to occur.

18 GROUND FOR DISCIPLINE

20 The acts and/or omissions of ORTIZ, as alleged in the FIRST and SECOND  
21 CAUSES OF ACTION, constitute grounds for the suspension or revocation of the license and  
22 license rights of ORTIZ pursuant to Sections 10130, 10166.02(b), 10166.03(c), 10176(a),  
23 10176(b), 10176(c), 10176(i), 10177(d), 10177(g), and/or 10177(j) of the Code.

25 The acts and/or omissions of Respondents, as alleged in the THIRD CAUSE OF  
26 ACTION, constitute grounds for the suspension or revocation of the license and license rights of

27 ///

1 Respondents pursuant to Sections 10130, 10166.02(b), 10166.03(c), 10177(d), 10177(g) of the  
2 Code.

3 55

4 The acts and/or omissions of ORTIZ, as alleged in the THIRD CAUSE OF  
5 ACTION, constitute additional grounds for the suspension or revocation of the license and  
6 license rights of ORTIZ pursuant to Sections 10137, 10176(a), 10176(b), 10176(c), 10176(i),  
7 and/or 10177(j) of the Code.

8 56

9 The acts and/or omissions of ORTIZ, as alleged in the FOURTH CAUSE OF  
10 ACTION, constitute further grounds for the suspension or revocation of the license and license  
11 rights of ORTIZ pursuant to Sections 10140.6, 10177(d) and 10177(g) of the Code in connection  
12 with Title 10 of the California Code of Regulations (“Regulations”), Section 2773.

13 57

14 The acts and/or omissions of ALL STATE and DE LA TORRE, as alleged in the  
15 FIFTH CAUSE OF ACTION, constitute further grounds for the suspension or revocation of the  
16 license and license rights of ALL STATE and DE LA TORRE pursuant to Sections 10159.2,  
17 10177(d), 10177(g), and 10177(h) of the Code in connection with Section 2725 of the  
18 Regulations.

19 MATTERS IN AGGRAVATION AS TO DE LA TORRE

20 58

21 On or about June 19, 2009, in Accusation was filed against DE LA TORRE as a  
22 result of an audit that was conducted into the real estate activities of corporate real estate broker  
23 Mestizo Investments, Inc. (“Mestizo”). DE LA TORRE was the designed officer for Mestizo  
24 during the subject audit.

25 59

26 On or about April 5, 2010, the Department entered into a Stipulation and  
27 Agreement in Settlement and Order with DE LA TORRE, which became effective April 26,

1 2010. Pursuant to the Stipulation, DE LA TORRE was suspended for 90 days, with 60 days  
2 stayed and the remaining 30 days stayed for two years.

3 COST RECOVERY

4 60

5 Section 10106 of the Code provides, in pertinent part, that in any order issued in  
6 resolution of a disciplinary proceeding before the Department, the Commissioner may request  
7 the Administrative Law Judge to direct a licensee found to have committed a violation of this  
8 part to pay a sum not to exceed the reasonable costs of the investigation and enforcement of the  
9 case.

10 WHEREFORE, Complainant prays that a hearing be conducted on the  
11 allegations of this Accusation and that upon proof thereof, a decision be rendered revoking all  
12 licenses and license rights of Respondent under the Real Estate Law (Part 1 of Division 4 of the  
13 Business and Professions Code), for the cost of investigation and enforcement of this matter as  
14 permitted by law, and for such other and further relief as may be proper under other provisions  
15 of law.

16   
17 BREND A SMITH  
18 Supervising Special Investigator

19 Dated at Fresno, California,  
20 this 16 day of November, 2022.

21 DISCOVERY DEMAND

22 Pursuant to Sections 11507.6, *et seq.* of the *Administrative Procedures Act*, the  
23 Department of Real Estate hereby makes demand for discovery pursuant to the guidelines set  
24 forth in the *Administrative Procedures Act*. Failure to provide Discovery to the Department of  
25 Real Estate may result in the exclusion of witnesses and documents at the hearing or other  
26 sanctions that the Office of Administrative Hearings deems appropriate.