

Department of Real Estate
320 West 4th Street, Ste. 350
Los Angeles, California 90013-1105
Telephone: (213) 576-6982

FILED

OCT 04 2023

DEPT. OF REAL ESTATE

By [REDACTED]

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

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In the Matter of the Accusation against

No. H-05487 SD

AMERICA'S FINEST PROPERTY
MANAGEMENT INC;

**STIPULATION
AND
AGREEMENT**

MIRANDA WISE, as designated officer of
America's Finest Property Management Inc;

HECTOR MANUEL RUIZ;

AHUAGE REALTY GROUP INC; and

JORGE LUIS AHUAGE, as designated
officer of Ahuagc Realty Group Inc,

Respondents.

It is hereby stipulated by and between Respondents AMERICA'S FINEST
PROPERTY MANAGEMENT INC (AFPM), MIRANDA WISE (WISE), HECTOR MANUEL
RUIZ (RUIZ), AHUAGE REALTY GROUP INC (ARG), and JORGE LUIS AHUAGE
(AHUAGE) (collectively, "Respondents"), all represented by Frank M. Buda, Esq., and the
Complainant, acting by and through Julie L. To, Counsel for the Department of Real Estate

H-05487 SD - Stipulation & Agreement: America's Finest Property Management Inc et al.

1 (“Department” or “DRE”), as follows for the purpose of settling and disposing of the Accusation
2 filed on September 28, 2022 in Department of Real Estate Case No. H-05487 SD, in this matter.

3 1. All issues which were to be contested and all evidence which was to be
4 presented by Complainant and Respondent at a formal hearing on the Accusation (Accusation),
5 which hearing was to be held in accordance with the provisions of the Administrative Procedure
6 Act (APA), shall instead and in place thereof be submitted solely on the basis of the provisions
7 of this Stipulation and Agreement (Stipulation).

8 2. Respondents have received, read, and understand the Statement to
9 Respondent, the Discovery Provisions of the APA and the Accusation filed by the Department of
10 Real Estate in this proceeding.

11 3. On or about October 6, 2022, Respondents, through their counsel, timely
12 filed their Notices of Defense pursuant to Section 11505 of the Government Code for the
13 purpose of requesting a hearing on the allegations in the Accusation. Respondents hereby freely
14 and voluntarily withdraw said Notices of Defense. Respondents acknowledge that they
15 understand that by withdrawing said Notices of Defense they thereby waive their right to require
16 the Real Estate Commissioner (Commissioner) to prove the allegations in the Accusation at a
17 contested hearing held in accordance with the provisions of the APA, and that they will waive
18 other rights afforded to them in connection with the hearing such as the right to present evidence
19 in their defense of the allegations in the Accusation and the right to cross-examine witnesses.

20 4. This Stipulation is based on the factual allegations contained in the
21 Accusation. In the interest of expediency and economy, Respondents choose not to contest these
22 factual allegations, but to remain silent and understand that, as a result thereof, these factual
23 allegations, without being admitted or denied, will serve as a prima facie basis for the
24 disciplinary action stipulated to herein. The Commissioner shall not be required to provide
25 further evidence to prove such allegations.

1 5. This Stipulation and Respondents' decision not to contest the Accusation
2 are made for the purpose of reaching an agreed disposition of this proceeding and are expressly
3 limited to this proceeding and any other proceeding or case in which the Department, the state or
4 federal government, an agency of this state, or an agency of another state is involved, and shall
5 not be otherwise admissible in any other criminal or civil procedure. Respondents further
6 understand that the sustained violation(s) may be considered in any future administrative or
7 disciplinary matters by the Department.

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

15 7. The Order or any subsequent Order of the Commissioner made pursuant to
16 this Stipulation shall not constitute an estoppel, merger, or bar to any further administrative or
17 civil proceedings by the Department with respect to any matters which were not specifically
18 alleged to be causes for Accusation in this proceeding but do constitute a bar, estoppel and
19 merger as to any allegations actually contained in the Accusation against Respondents herein.

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8. Respondents understand that by agreeing to this Stipulation and pursuant to Code Section 10106, Respondents agree to be jointly and severally liable for the cost of the investigation and enforcement costs (investigative costs) which resulted in the determination that Respondents committed the violations found in the Determination of Issues. The amount of said investigative costs is \$1,940.80 (comprised of \$1,100.80 in investigation costs and \$840.00 in enforcement costs); therefore, Respondents agree to pay, pursuant to Code Section 10106, the amount \$1,940.80.

DETERMINATION OF ISSUES

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

The conduct, acts or omissions of Respondent AMERICA's FINEST PROPERTY MANAGEMENT INC, as described in Paragraph 4, herein above, are in violation of the Real Estate Law pursuant to Code Section 10137, Code Section 10145 and Regulation 2834, and Regulation 2726, and are bases for the suspension or revocation of the license and license rights of Respondent AFPM under the provisions of Code Section 10177(d).

The conduct, acts or omissions of Respondent MIRANDA WISE, as described in Paragraph 4, herein above, are in violation of the Real Estate Law pursuant to Code Section 10159.2 and Regulation 2725, and are bases for the suspension or revocation of the license and license rights of Respondent WISE under the provisions of Code Section 10177(h).

The conduct, acts or omissions of Respondent HECTOR MANUEL RUIZ, as described in Paragraph 4, herein above, are in violation of the Real Estate Law pursuant to Code Section 10130, and are bases for the suspension or revocation of the license and license rights of Respondent RUIZ under the provisions of Code Section 10177(d).

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1 The conduct, acts or omissions of Respondent AHUAGE REALTY GROUP, as
2 described in Paragraph 4, herein above, are in violation of the Real Estate Law pursuant to Code
3 Section 10177(g), and are bases for the suspension or revocation of the license and license rights
4 of Respondent ARG.

5 The conduct, acts or omissions of Respondent JORGE LUIS AHUAGE, as
6 described in Paragraph 4, herein above, are in violation of the Real Estate Law pursuant to Code
7 Section 10177(g) and Code Section 10177(h), and are bases for the suspension or revocation of
8 the license and license rights of Respondent AHUAGE.

9 ORDER

10 WHEREFORE, THE FOLLOWING ORDER is hereby made:

11 I.

12 All licenses and licensing rights of Respondents AMERICA'S FINEST
13 PROPERTY MANAGEMENT INC, MIRANDA WISE, HECTOR MANUEL RUIZ, AHUAGE
14 REALTY GROUP INC. and JORGE LUIS AHUAGE under the Real Estate Law are suspended
15 for a period of sixty (60) days from the effective date of this Decision and Order; provided,
16 however, that all sixty (60) days of said suspension shall be stayed for one (1) year upon the
17 following terms and conditions:

18 1. Respondents shall obey all laws, rules and regulations governing the rights,
19 duties and responsibilities of a real estate licensee in the State of California.

20 2. No further cause for disciplinary action against the real estate licenses
21 of Respondents occurs within one (1) year from the effective date of the Decision in this matter.
22 If no further cause for disciplinary action against the real estate licenses of Respondents occurs
23 within one (1) year from the effective date of the Decision, the stay hereby granted shall become
24 permanent.

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1 3. All licenses and licensing rights of all Respondents are indefinitely suspended
2 unless or until Respondents pay the sum of \$1,940.80 for the Commissioner's reasonable cost of
3 the investigation and enforcement which led to this disciplinary action. Respondents agree to be
4 jointly and severally liable for payment of said investigation and enforcement costs.
5 Respondents' payment(s) shall be in the form of a cashier's check or certified check made
6 payable to the Department of Real Estate. The investigation and enforcement costs must be
7 delivered to the Department of Real Estate, Flag Section at P.O. Box 137013, Sacramento, CA
8 95813-7013, prior to the effective date of this Decision and Order.

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10 DATED: 09-11-23

Julie To
Julie L. To,
Counsel for Complainant Department of Real Estate

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13 II.

14 EXECUTION OF THE STIPULATION

15 We have read the Stipulation and Agreement. Its terms are understood by us and
16 are agreeable and acceptable to us. We understand that we are waiving rights given to us by the
17 California Administrative Procedure Act (including but not limited to Sections 11506, 11508,
18 11509 and 11513 of the Government Code), and we willingly, intelligently and voluntarily waive
19 those rights, including the right of requiring the Commissioner to prove the allegations in the
20 Accusation at a hearing at which we would have the right to cross-examine witnesses against us
21 and to present evidence in defense and mitigation of the charges.

22 III.

23 MAILING AND FACSIMILE

24 Respondents can signify acceptance and approval of the terms and conditions of
25 this Stipulation and Agreement by sending a hard copy of the original signed signature page of
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1 the Stipulation herein to Julie L. To, Legal Section, Department of Real Estate, 320 W. Fourth
2 St., Suite 350, Los Angeles, California 90013-1105. In the event of time constraints before an
3 administrative hearing, Respondents can signify acceptance and approval of the terms and
4 conditions of this Stipulation and Agreement by e-mailing a scanned copy of the signature
5 page(s), as actually signed by Respondents, to the Department counsel assigned to this case.
6 Respondents agree, acknowledge, and understand that by electronically sending to the
7 Department a scan of Respondents' actual signatures as they appear on the Stipulation and
8 Agreement, that receipt of the scan(s) by the Department shall be binding on Respondents as if
9 the Department had received the original signed Stipulation and Agreement.

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12 DATED: 9/11/23

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[REDACTED]
AMERICA'S FINEST PROPERTY
MANAGEMENT INC, Respondent
By: Miranda Wise, Designated Officer

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16 DATED: 9/11/23

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[REDACTED]
MIRANDA WISE, Respondent

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19 DATED: 9/11/23

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[REDACTED]
FRACTOR MANUEL RUIZ, Respondent

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22 DATED: 9/11/23

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[REDACTED]
Designated Officer

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25 DATED: 9/11/23

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[REDACTED]
JORGE LUIS AHUAGE, Respondent

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2 *I have reviewed the Stipulation and Agreement as to form and have advised my*
3 *clients accordingly.*

4 DATED: 9-11-23


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6 Frank M. Buda, Attorney for Respondent

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8 The foregoing Stipulation and Agreement is hereby adopted as my Decision as to
9 Respondents AMERICA'S FINEST PROPERTY MANAGEMENT INC, MIRANDA WISE,
10 HECTOR MANUEL RUIZ, AHUAGE REALTY GROUP INC., and JORGE LUIS AHUAGE,
and shall become effective at 12 o'clock noon on NOV 03 2023, 2023.

11 IT IS SO ORDERED 9/27/23, 2023.

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13 REAL ESTATE COMMISSIONER

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17 DOUGLAS R. McCAULEY

18 *fr Doug McCauley*