

FLAG

Department of Real Estate
320 West Fourth Street, #350
Los Angeles, California 90013

(213) 576-6982

FILED

FEB 27 2010

DEPARTMENT OF REAL ESTATE

By H. Mar

BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

In the Matter of the Accusation of)	No. H-35698 LA
)	L-2009040812
ILEANA RAMIREZ,)	
)	STIPULATION AND
)	AGREEMENT
<u>Respondent.</u>)	

It is hereby stipulated by and between ILEANA RAMIREZ (sometimes referred to herein as "Respondent"), representing herself in this matter, and the Complainant, acting by and through Martha J. Rosett, Counsel for the Department of Real Estate, as follows for the purpose of settling and disposing of the Accusation filed on February 13, 2009 in this matter:

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

2. Respondent has received, read and understands the Statement to Respondent, the Discovery Provisions of the APA and the Accusation filed by the Department of Real Estate in this proceeding.

1 3. On February 26, 2009, Respondent filed a Notice of Defense pursuant to
2 Section 11506 of the Government Code for the purpose of requesting a hearing on the
3 allegations in the Accusation. In order to effectuate this settlement, Respondent hereby freely
4 and voluntarily withdraws said Notice of Defense. Respondent acknowledges that she
5 understands that by withdrawing said Notice of Defense, she will thereby waive her right to
6 require the Commissioner to prove the allegations in the Accusation at a contested hearing held
7 in accordance with the provisions of the APA and that she will waive other rights afforded to
8 her in connection with the hearing such as the right to present evidence in defense of the
9 allegations in the Accusation and the right to cross-examine witnesses.

10 4. Respondent, pursuant to the limitations set forth below, although not
11 admitting or denying the truth of the allegations, will not contest the factual allegations
12 contained in the Accusation filed in this proceeding and the Real Estate Commissioner shall
13 not be required to provide further evidence of such allegations.

14 5. It is understood by the parties that the Real Estate Commissioner may adopt
15 the Stipulation and Agreement as his Decision in this matter, thereby imposing the penalty and
16 sanctions on Respondent's real estate license and license rights as set forth in the below
17 "Order". In the event that the Commissioner in his discretion does not adopt the Stipulation
18 and Agreement, it shall be void and of no effect, and Respondent shall retain the right to a
19 hearing and proceeding on the Accusation under all the provisions of the APA and shall not be
20 bound by any stipulation or waiver made herein.

21 6. The Order or any subsequent Order of the Real Estate Commissioner made
22 pursuant to this Stipulation and Agreement shall not constitute an estoppel, merger or bar to
23 any further administrative proceedings by the Department of Real Estate with respect to any
24 matters which were not specifically alleged to be causes for accusation in this proceeding.

25 7. This Stipulation and Respondent's decision not to contest the Accusation are
26 made for the purpose of reaching an agreed disposition of this proceeding, and are expressly
27 limited to this proceeding and any other proceeding or case in which the Department of Real

1 Estate ("Department"), or another licensing agency of this state, another state or if the federal
2 government is involved and otherwise shall not be admissible in any other criminal or civil
3 proceedings.

4 DETERMINATION OF ISSUES

5 By reason of the foregoing stipulations and waivers and solely for the purpose
6 of settlement of the pending Accusation without a hearing, it is stipulated and agreed that the
7 following Determination of Issues shall be made:

8 The conduct, acts or omissions of Respondent ILEANA RAMIREZ, as set forth
9 in the Accusation, constitute cause to suspend or revoke the real estate license and licensing
10 rights of Respondent ILEANA RAMIREZ under the provisions of Business and Professions
11 Code ("Code") Section 10176(i).

12 ORDER

13 WHEREFORE, THE FOLLOWING ORDER is hereby made:

14 All licenses and licensing rights of Respondent ILEANA RAMIREZ under the
15 Real Estate Law are suspended for a period of ninety (90) days from the effective date of this
16 Decision; provided, however, that ninety (90) days of said suspension shall be stayed for two
17 (2) years upon the following terms and conditions:

18 1. Respondent shall obey all laws, rules and regulations governing the
19 rights, duties and responsibilities of a real estate licensee in the State of California; and
20 2. That no final subsequent determination be made, after hearing or upon
21 stipulation, that cause for disciplinary action occurred within two (2) years of the effective date
22 of this Decision. Should such a determination be made, the Commissioner may, in his
23 discretion, vacate and set aside the stay order and reimpose all or a portion of the stayed
24 suspensions. Should no such determination be made, the stay imposed herein shall become
25 permanent.


26 3. Respondent shall, within six months from the effective date of this
27 Decision, take and pass the Professional Responsibility Examination administered by the

DEC-03-09 THU 01:02 PM

FAX NO.

P. 05/06


1 Department including the payment of the appropriate examination fee. If Respondent fails to
2 satisfy this condition, the Commissioner may order suspension of Respondent's license until
3 Respondent passes the examination.

4
5 DATED: 12/8/09
6 MARTHA J. ROSETT
7 Counsel for Complainant

8 ***

9 I have read the Stipulation and Agreement, have discussed it with counsel, and
10 its terms are understood by me and are agreeable and acceptable to me. I understand that I am
11 waiving rights given to me by the California Administrative Procedure Act (including but not
12 limited to Sections 11506, 11508, 11509 and 11513 of the Government Code), and I willingly,
13 intelligently and voluntarily waive those rights, including the right of requiring the
14 Commissioner to prove the allegations in the Accusation at a hearing at which I would have the
15 right to cross-examine witnesses against me and to present evidence in defense and mitigation
16 of the charges.

17 Respondent may signify acceptance and approval of the terms and conditions of
18 this Stipulation and Agreement by faxing a copy of her signature page, as actually signed by
19 Respondent, to the Department at the following fax number (213) 576-6917. Respondent agrees,
20 acknowledges and understands that by electronically sending to the Department a fax copy of her
21 actual signature as it appears on the Stipulation, that receipt of the faxed copy by the Department
22 shall be as binding on Respondent as if the Department had received the original signed
23 Stipulation and Agreement.

24 DATED: 12/8/09
25 LEANA RAMIREZ, Respondent
26
27

1 Department including the payment of the appropriate examination fee. If Respondent fails to
2 satisfy this condition, the Commissioner may order suspension of Respondent's license until
3 Respondent passes the examination.

4
5 DATED: 12/8/09

MARTHA J. ROSETT
Counsel for Complainant

7 * * *

8 I have read the Stipulation and Agreement, have discussed it with counsel, and
9 its terms are understood by me and are agreeable and acceptable to me. I understand that I am
10 waiving rights given to me by the California Administrative Procedure Act (including but not
11 limited to Sections 11506, 11508, 11509 and 11513 of the Government Code), and I willingly,
12 intelligently and voluntarily waive those rights, including the right of requiring the
13 Commissioner to prove the allegations in the Accusation at a hearing at which I would have the
14 right to cross-examine witnesses against me and to present evidence in defense and mitigation
15 of the charges.

16 Respondent may signify acceptance and approval of the terms and conditions of
17 this Stipulation and Agreement by faxing a copy of her signature page, as actually signed by
18 Respondent, to the Department at the following fax number (213) 576-6917. Respondent agrees,
19 acknowledges and understands that by electronically sending to the Department a fax copy of her
20 actual signature as it appears on the Stipulation, that receipt of the faxed copy by the Department
21 shall be as binding on Respondent as if the Department had received the original signed
22 Stipulation and Agreement.

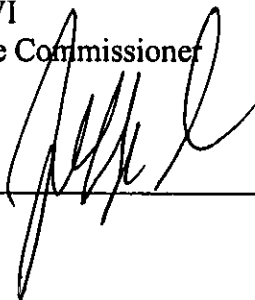
23
24 DATED: _____

ILEANA RAMIREZ, Respondent

The foregoing Stipulation and Agreement is hereby adopted as my Decision in
this matter and shall become effective at 12 o'clock noon on MAR 18 2010.

IT IS SO ORDERED

2/2/2010
JEFF DAVI
Real Estate Commissioner



FLAG

FILED

FEB 27 2010

DEPARTMENT OF REAL ESTATE

By K. Mar

Department of Real Estate
320 West Fourth Street #350
Los Angeles, CA 90013

Telephone: (213) 576-6982

BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

In the Matter of the Accusation of

JUAN LUIS SUAREZ,

Respondent.

No. H-35698 LA
L-2009040812

STIPULATION AND AGREEMENT

It is hereby stipulated by and between JUAN LUIS SUAREZ aka
JOHN CRISTY (sometimes referred to herein as "Respondent"), represented by Frank M.
Buda, Esq., and the Complainant, acting by and through Martha J. Rosett, Counsel for the
Department of Real Estate, as follows for the purpose of settling and disposing of the
Accusation filed on February 13, 2009 in this matter:

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

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///

1 2. Respondent has received, read and understands the Statement to Respondent,
2 the Discovery Provisions of the APA and the Accusation filed by the Department of Real
3 Estate in this proceeding.

4 3. On February 26, 2009, Respondent filed a Notice of Defense pursuant to
5 Section 11506 of the Government Code for the purpose of requesting a hearing on the
6 allegations in the Accusation. In order to effectuate this settlement, Respondent hereby freely
7 and voluntarily withdraws said Notice of Defense. Respondent acknowledges that he
8 understands that by withdrawing said Notice of Defense, he will thereby waive his right to
9 require the Commissioner to prove the allegations in the Accusation at a contested hearing held
10 in accordance with the provisions of the APA and that he will waive other rights afforded to
11 him in connection with the hearing such as the right to present evidence in defense of the
12 allegations in the Accusation and the right to cross-examine witnesses.

13 4. Respondent, pursuant to the limitations set forth below, although not
14 admitting or denying the truth of the allegations, will not contest the factual allegations
15 contained in the Accusation filed in this proceeding and the Real Estate Commissioner shall
16 not be required to provide further evidence of such allegations.

17 5. It is understood by the parties that the Real Estate Commissioner may adopt
18 the Stipulation and Agreement as his Decision in this matter, thereby imposing the penalty and
19 sanctions on Respondent's real estate license and license rights as set forth in the below
20 "Order". In the event that the Commissioner in his discretion does not adopt the Stipulation
21 and Agreement, it shall be void and of no effect, and Respondent shall retain the right to a
22 hearing and proceeding on the Accusation under all the provisions of the APA and shall not be
23 bound by any stipulation or waiver made herein.

24 6. The Order or any subsequent Order of the Real Estate Commissioner made
25 pursuant to this Stipulation and Agreement shall not constitute an estoppel, merger or bar to
26 any further administrative proceedings by the Department of Real Estate with respect to any
27 matters which were not specifically alleged to be causes for accusation in this proceeding.

7. This Stipulation and Respondent's decision not to contest the Accusation are made for the purpose of reaching an agreed disposition of this proceeding, and are expressly limited to this proceeding and any other proceeding or case in which the Department of Real Estate ("Department"), or another licensing agency of this state, another state or if the federal government is involved and otherwise shall not be admissible in any other criminal or civil proceedings.

DETERMINATION OF ISSUES

By reason of the foregoing stipulations 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 JUAN LUIS SUAREZ, as set forth in the Accusation, constitute cause to suspend or revoke the real estate license and licensing rights of Respondent JUAN LUIS SUAREZ under the provisions of Business and Professions Code ("Code") Section 10177(h).

ORDER

WHEREFORE, THE FOLLOWING ORDER is hereby made:


All licenses and licensing rights of Respondent JUAN LUIS SUAREZ under the Real Estate Law are suspended for a period of ninety (90) days from the effective date of this Decision; provided, however, that ninety (90) days of said suspension shall be stayed for two (2) years upon the following terms and conditions:

1. Respondent shall obey all laws, rules and regulations governing the
rights, duties and responsibilities of a real estate licensee in the State of California; and
2. That no final subsequent determination be made, after hearing or upon
stipulation, that cause for disciplinary action occurred within two (2) years of the effective date
of this Decision. Should such a determination be made, the Commissioner may, in his
discretion, vacate and set aside the stay order and reimpose all or a portion of the stayed

1 suspensions. Should no such determination be made, the stay imposed herein shall become
2 permanent.

3 3. Respondent shall, within six months from the effective date of this
4 Decision, take and pass the Professional Responsibility Examination administered by the
5 Department including the payment of the appropriate examination fee. If Respondent fails to
6 satisfy this condition, the Commissioner may order suspension of Respondent's license until
7 Respondent passes the examination.

8
9 DATED: 9/9/09


10 MARTHA J. ROSETT
11 Counsel for Complainant

12 * * *

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

21 Respondent may signify acceptance and approval of the terms and conditions of
22 this Stipulation and Agreement by faxing a copy of his signature page, as actually signed by
23 Respondent, to the Department at the following fax number (213) 576-6917. Respondent agrees,
24 acknowledges and understands that by electronically sending to the Department a fax copy of his
25 actual signature as it appears on the Stipulation, that receipt of the faxed copy by the Department
26 shall be as binding on Respondent as if the Department had received the original signed
27 Stipulation and Agreement.

1 DATED: 9-1-09

2 JUAN LUIS SUAREZ, Respondent

3
4 DATED: 9-1-095 Frank M. Buda, Esq.
6 Attorney for Respondent JUAN LUIS SUAREZ

7 ***

8 The foregoing Stipulation and Agreement is hereby adopted as my Decision in
9 this matter and shall become effective at 12 o'clock noon on _____10
11 IT IS SO ORDERED _____12 JEFF DAVI
13 Real Estate Commissioner
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1 DATED: _____

2 JUAN LUIS SUAREZ, Respondent

3
4 DATED: _____

5 Frank M. Buda, Esq.
6 Attorney for Respondent JUAN LUIS SUAREZ

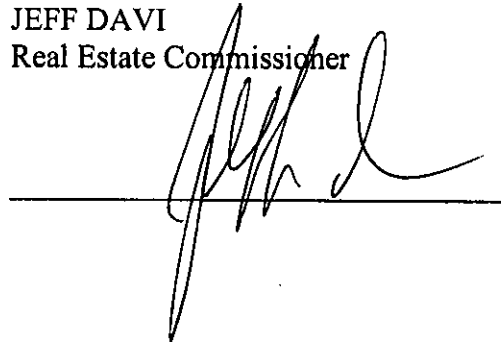
7 * * *

8 The foregoing Stipulation and Agreement is hereby adopted as my Decision in
9 this matter and shall become effective at 12 o'clock noon on MAR 18 2010

10
11 IT IS SO ORDERED

12 2/2/2010

13 JEFF DAVI
14 Real Estate Commissioner

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FILED

FEB 27 2010

DEPARTMENT OF REAL ESTATE

By K. Mat

BEFORE THE DEPARTMENT OF REAL ESTATE

STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of) No. H-35698 LA
) L-2009040812
INFINITY LENDING INC ,)
)
Respondent.)
)
)

ORDER ACCEPTING VOLUNTARY SURRENDER OF REAL ESTATE LICENSE

On February 13, 2009, an Accusation was filed in this matter against Respondent INFINITY LENDING INC .

On September 1, 2009, Respondent petitioned the Commissioner to voluntarily surrender its real estate broker license(s) pursuant to Section 10100.2 of the Business and Professions Code.

IT IS HEREBY ORDERED that Respondent INFINITY LENDING INC 's petition for voluntary surrender of its real estate broker license(s) is accepted as of the effective date of this Order as set forth below, based upon the understanding and agreement expressed in Respondent's Declaration dated September 1, 2009

1 (attached as Exhibit "A" hereto). Respondent's license
2 certificate(s), pocket card(s) and any branch office license
3 certificate(s) shall be sent to the below listed address so that
4 they reach the Department on or before the effective date of this
5 Order:

6
7 DEPARTMENT OF REAL ESTATE
8 Attn: Licensing Flag Section
9 P. O. Box 187000
10 Sacramento, CA 95818-7000

11 This Order shall become effective at 12 o'clock noon
12 on **MAR 18 2010**

13 DATED: 2/2/10

14 JEFF DAVIS
15 Real Estate Commissioner
16
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EXHIBIT "A"

BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

* * *

In the Matter of the Accusation of)	DRE No.H-35698 LA
)	OAH No. L-2009040812
INFINITY LENDING INC.,)	
)	
Respondent.)	
)	
)	

DECLARATION

My name is JUAN LUIS SUAREZ and I am the designated broker-officer of INFINITY LENDING INC., which is licensed as a real estate corporation, and/or has license rights with respect to said license. INFINITY LENDING INC. and I are represented by Frank M. Buda, Esq. in this matter. I am authorized and empowered to sign this Declaration on behalf of INFINITY LENDING INC.

In lieu of proceeding in this matter in accordance with the provisions of the Administrative Procedure Act (Sections 11400 et seq., of the Government Code) INFINITY LENDING INC. wishes to voluntarily surrender its real estate

1 license issued by the Department of Real Estate ("Department"),
2 pursuant to Business and Professions Code Section 10100.2.

3 I understand that INFINITY LENDING INC., by so
4 voluntarily surrendering its license, can only have it
5 reinstated in accordance with the provisions of Section 11522 of
6 the Government Code. I also understand that by so voluntarily
7 surrendering its license, INFINITY LENDING INC. agrees to the
8 following:

9 1. The filing of this Declaration shall be deemed as
10 its petition for voluntary surrender.

11 2. The filing of this Declaration shall also be deemed
12 to be an understanding and agreement by INFINITY LENDING INC.
13 that it waives all rights it has to require the Commissioner to
14 prove the allegations contained in the Accusation filed in this
15 matter at a hearing held in accordance with the provisions of
16 the Administrative Procedure Act (Government Code Sections 11400
17 et seq.), and that it also waives other rights afforded to it in
18 connection with the hearing such as the right to discovery, the
19 right to present evidence in defense of the allegations in the
20 Accusation and the right to cross-examine witnesses.

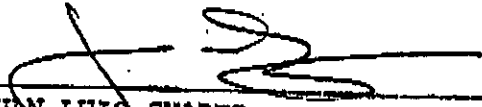
21 3. I further agree on behalf of INFINITY LENDING INC.
22 that upon acceptance by the Commissioner, as evidenced by an
23 appropriate order, all affidavits and all relevant evidence
24 obtained by the Department in this matter prior to the
25 Commissioner's acceptance, and all allegations contained in the
26 Accusation filed in Department Case No. H-35698 LA may be
27 considered by the Department to be true and correct for the

purpose of deciding whether or not to grant reinstatement of INFINITY LENDING INC.'s license pursuant to Government Code Section 11522.

4. Respondent INFINITY LENDING INC. freely and voluntarily surrenders all its licenses and license rights under the Real Estate Law.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct and that I am acting freely and voluntarily on behalf of INFINITY LENDING INC. to surrender its license and all license rights attached thereto.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct and that this declaration was executed 9, 2, 2009, at Highland, California.


JUAN LUIS SUAREZ,
Designated broker-officer, on behalf of
INFINITY LENDING INC.

1 MARTHA J. ROSETT, Counsel (SBN 142072) *
2 Department of Real Estate
3 320 West Fourth St. #350
4 Los Angeles, CA 90013

FILED

FEB 13 2009

4 (213) 576-6982
5 (213) 620-6430

DEPARTMENT OF REAL ESTATE

BY: 

8 BEFORE THE DEPARTMENT OF REAL ESTATE

9 STATE OF CALIFORNIA

10 * * * *

11 In the Matter of the Accusation of) No. H- 35698 LA
12)
13 INFINITY LENDING INC., a) A C C U S A T I O N
14 corporate real estate broker;)
15 JUAN LUIS SUAREZ, individually)
16 and as designated officer of)
Infinity Lending Inc.;)
and ILEANA RAMIREZ,)
Respondents.)

17 The Complainant, Maria Suarez, a Deputy Real Estate
18 Commissioner, for cause of Accusation against INFINITY LENDING
19 INC.; JUAN LUIS SUAREZ, individually and as designated broker-
20 officer of Infinity Lending Inc; and ILEANA RAMIREZ, is informed
21 and alleges as follows:
22

23 1.

24 The Complainant, Maria Suarez, a Deputy Real Estate
25 Commissioner of the State of California, makes this Accusation in
26 her official capacity.
27

2.

At all times herein mentioned, Respondent INFINITY LENDING INC., dba Wells Financial Funding, dba Del Mar Lending and Real Estate, and formerly dba Realty World Mi Casa (sometimes referred to as "INFINITY"), was and still is licensed and/or has license rights under the Real Estate Law (Part 1 of Division 4 of the Business and Professions Code) as a corporate real estate broker. Respondent INFINITY was originally licensed by the Department of Real Estate ("Department") as a corporate real estate broker on or about August 1, 2005. At all times relevant herein, Respondent INFINITY was authorized to act by and through Respondent JUAN LUIS SUAREZ as its broker designated pursuant to Business and Professions Code (hereinafter "Code") Section 10159.2 to be responsible for ensuring compliance with the Real Estate Law.

3.

At all times herein mentioned, INFINITY is and was a California corporation. JUAN LUIS SUAREZ is the President of the corporation. As set forth more fully below, the corporate status of INFINITY was suspended, effective on or about September 2, 2008.

4.

At all times herein mentioned, Respondent JUAN LUIS SUAREZ (sometimes referred to as "SUAREZ") was and is licensed and/or has license rights under the Code as a real estate broker.

1 Respondent SUAREZ was first licensed as a real estate broker on
2 or about April 2, 2003. At all times herein mentioned,
3 Respondent SUAREZ was and continues to be the designated broker-
4 officer of Respondent INFINITY.

5 5.

6 At all times herein mentioned, Respondent ILEANA
7 RAMIREZ (sometimes referred to as "RAMIREZ") was and is licensed
8 and/or has license rights under the Code as a real estate
9 salesperson. Respondent RAMIREZ was first licensed as a real
10 estate salesperson on or about August 28, 1995.

11 6.

12 All further references to "Respondents" include the
13 parties listed in Paragraphs 1 through 5 above, as well as the
14 officers, agents and employees of the parties listed in
15 Paragraphs 1 through 5 above.

16 7.

17 At all times relevant herein, Respondents engaged in
18 the business of, acted in the capacity of, advertised or assumed
19 to act as real estate brokers in the State of California, within
20 the meaning of Code Sections 10131(a) and 10131(d), for or in
21 expectation of compensation. Respondents represented buyers and
22 sellers of real property and solicited and represented borrowers
23 in negotiating and obtaining mortgage loans secured by real
24 property.

25 ///

FIRST CAUSE OF ACCUSATION
(Corporate Suspension)

8.

On or about September 2, 2008, pursuant to the provisions of Section 23302 of the California Revenue and Taxation Code, the corporate rights and privileges of Respondent INFINITY were suspended by the California Secretary of State.

9.

The suspension of Respondent INFINITY LENDING INC. by the California Secretary of State constitutes grounds to suspend or revoke Respondent INFINITY's corporate real estate broker license pursuant to Code Sections 10177(d), 10177(f), and/or 10177(g) in conjunction with Regulation 2742.

10.

The suspension of Respondent INFINITY LENDING INC. by the California Secretary of State for failure to pay taxes is grounds to suspend or revoke the license and/or license rights of Respondent SUAREZ for failure to supervise the activities of the corporation, in violation of Code Sections 10159.2 and 10177(h).

SECOND CAUSE OF ACCUSATION
(Fernwood Avenue Transaction)

11.

Beginning in early 2006, borrower Christopher Swearingen responded to a solicitation from representatives of Respondent INFINITY, doing business as "Wells Financial Funding," regarding refinance of a loan secured by property located at 8060

1 Fernwood Ave., California City, California. At that time,
2 Respondent's agent, Alan Seales, represented that Mr. Swearingen
3 would be able to reduce his monthly payments and offered to find
4 a loan for Mr. Swearingen at more a more favorable rate than his
5 existing loan. Respondent INFINITY's representative, "senior
6 loan officer" Alan Seales, quoted the borrower loan and interest
7 rates and terms and assisted him in completing necessary
8 documents. Seales provided his broker manager, Respondent
9 SUAREZ, with the loan documents for review and signature.

10 12.

11 During the course of the subject loan transaction,
12 Respondent SUAREZ signed a Uniform Residential Loan Application
13 as the broker for Respondent INFINITY. Escrow was opened on the
14 loan transaction, which closed and funded on or about February
15 17, 2006. Respondent INFINITY received compensation for the
16 loan.
17

18 13.

19 During the course of the subject transaction,
20 Respondents made representations which they knew, or should have
21 known, were false or misleading when they made them, with the
22 intent to induce Mr. Swearingen to enter into the loan agreement.
23 As an example, Respondents represented to Mr. Swearingen that his
24 monthly payments would not exceed \$800.00 per month for the first
25 year. Respondents INFINITY and SUAREZ misrepresented material
26 terms of the loan to their client, Mr. Swearingen, and/or mislead
27

1 him to believe his monthly payments would be reduced by entering
2 into the subject loan transaction. In truth and fact, Mr.
3 Swearingen later discovered that his actual payments exceeded the
4 amounts set forth in the Truth-in-Lending Disclosure Statements
5 provided to him by Respondents.

6 14.

7 Respondents' agent, Alan Seales, acted as the senior
8 loan officer in the transaction. As Respondents well knew, at
9 all times material herein, Alan Seales was not, and has never
10 been, licensed by the Department as a real estate broker or as a
11 real estate salesperson employed by a real estate broker. As set
12 forth above, Respondents INFINITY and SUAREZ employed, or
13 otherwise utilized an unlicensed individual, Alan Searles, to
14 perform acts requiring a real estate license.

15 15.

16 Respondent SUAREZ, as designated broker-officer of
17 Respondent INFINITY, failed to adequately supervise the real
18 estate activities of the corporation.

19 16.

20 The conduct, acts and/or omissions, as set forth in
21 Paragraphs 11 through 15 above, in employing or compensating
22 representatives for performing activities requiring a real estate
23 license constitutes grounds to revoke the real estate licenses
24 and/or license rights of Respondents INFINITY and SUAREZ pursuant
25 to Code Sections 10137, 10177(d), 10177(g), 10176(i) and/or
26
27

10177(j).

17.

The conduct, acts and/or omissions of Respondent, in making false and/or misleading representations, as set forth in Paragraphs 11 through 15 above, constitutes grounds to discipline the licenses and/or license rights of Respondent INFINITY and Respondent SUAREZ pursuant to Code Sections 10176(a), 10176(b), 10176(c), 10176(i) and/or 10177(j).

18.

The conduct, acts and/or omissions set forth above in Paragraphs 11 through 15, in failing to adequately supervise the activities of Respondent INFINITY, constitutes grounds to discipline the license and/or license rights of Respondent SUAREZ pursuant to Code Sections 10159.2, 10177(h), 10177(d), 10177(g), 10176(i) and/or 10177(j).

THIRD CAUSE OF ACCUSATION

(17154 Seaforth Street, Hesperia, California)

19.

Beginning in April of 2006, Respondents INFINITY LENDING, SUAREZ and RAMIREZ represented Maria Chavez in the purchase of residential property located at 17154 Seaforth Street, Hesperia, California, and in obtaining loans related to that transaction.

20.

In connection with Maria Chavez' purchase of the

1 subject property, Respondent SUAREZ completed and signed a
2 Uniform Residential Loan application on or about May 22, 2006,
3 which was submitted to a lender or lenders along with additional
4 documentation. The application submitted to the lender or
5 lenders contained material information regarding income which was
6 false and/or misleading, including false representations that the
7 borrower earned \$7,500.00 per month and owned a house cleaning
8 business called "Chavez Cleaning."

9 21.

10 In reliance on the false information contained in the
11 loan application, two loans were funded on or about July 21,
12 2006. Respondent received commissions for the sales transaction
13 and for brokering the loans.

14 22.

15 The conduct, acts and/or omissions of making false
16 and/or misleading representations in order to induce reliance of
17 borrowers, and in otherwise misleading borrowers into accepting
18 loans on less favorable terms to the detriment of the borrowers,
19 as set forth in Paragraphs 19 through 21 above, constitutes
20 grounds to discipline the licenses and/or license rights of
21 Respondent INFINITY, Respondent SUAREZ, and Respondent RAMIREZ
22 pursuant to Code Sections 10176(a), 10176(b), 10176(c), 10176(i)
23 and/or 10177(j).

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1 The conduct, acts and/or omissions set forth above in
2 Paragraphs 19 through 21, in failing to adequately supervise the
3 activities of Respondent INFINITY and Respondent RAMIREZ,
4 constitutes grounds to discipline the license and/or license
5 rights of Respondent SUAREZ pursuant to Code Sections 10159.2,
6 10177(h), 10177(d), 10177(g), 10176(i) and/or 10177(j).

8 WHEREFORE, Complainant prays that a hearing be
9 conducted on the allegations of this Accusation and that upon
10 proof thereof, a decision be rendered imposing disciplinary
11 action against all licenses and/or license rights of Respondents
12 INFINITY LENDING INC., JUAN LUIS SUAREZ, and ILEANA RAMIREZ under
13 the Real Estate Law and for such other and further relief as may
14 be proper under other applicable provisions of law.

15 Dated at Los Angeles, California

16 this 13th day of February, 2009.

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20 
21 Maria Suarez
22 Deputy Real Estate Commissioner
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24
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26
27

cc: Infinity Lending Inc.
Juan Luis Suarez
Ileana Ramirez
Robin Trujillo
Maria Suarez
Sacto.