

FILED

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DEPT. OF REAL ESTATE

By

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BEFORE THE DEPARTMENT OF REAL ESTATE
STATE OF CALIFORNIA

* * *

In the Matter of the Accusation Against)
MELODY MARIE RAMIREZ,) No. H-43297 LA
Respondent.) ACCUSATION

The Complainant, Veronica Kilpatrick, a Supervising Special Investigator of the
State of California, for cause of Accusation against MELODY MARIE RAMIREZ
(Respondent) alleges as follows:

1.

The Complainant, Veronica Kilpatrick, a Supervising Special Investigator of the
State of California, makes this Accusation in her official capacity.

2.

All references to the "Code" are to the Real Estate Law, Part 1 of Division 4 of
the California Business and Professions Code.

LICENSE HISTORY

3.

a. Respondent is presently licensed and/or has license rights under the Code as a
real estate salesperson with Department of Real Estate ("Department") license ID 02069232.
Respondent's license is set to expire on October 2, 2026, unless renewed.

ACCUSATION

1 b. Since June 2023, Respondent's responsible broker has been CPPIRE, dba
2 Impact Real Estate, with license ID 02205424.

3 CAUSE FOR ACCUSATION

4 4.

5 At all times relevant herein Respondent was engaged in acts within the meaning
6 of Code section 10131(a), for compensation or in expectation of compensation, by selling or
7 offering to sell, buying or offering to buy, soliciting prospective sellers or purchasers of,
8 soliciting or obtaining listings of, or negotiating the purchase, sale or exchange of real property
9 or a business opportunity (real estate sales).

10 5.

11 On or about February 17, 2024, Respondent and property owners M.B., P.C. and
12 S.C¹ ("sellers") entered into a Residential Listing Agreement ("RLA 1") for the sale of the
13 residential property located at ***** Crossover Road in Temecula, California ("subject
14 property"). According to RLA 1, the listing price was \$1,499,900.00 and the broker
15 commission was 4.5% of the listing price.

16 6.

17 On or about August 14, 2024, a new Residential Listing Agreement ("RLA 2")
18 was executed by Respondent and the sellers for the sale of the subject property. The listing
19 price in RLA 2 was \$1,175,000.00, the sellers' broker compensation was 2%, and the
20 additional compensation to sellers' broker if buyer is unrepresented was 2.5%.

21 7.

22 On or about September 15, 2024, buyers M.N. Trust and H.K. ("buyers")
23 submitted a Residential Purchase Agreement ("RPA"), through their real estate agent, to
24 purchase the subject property for \$1,100,000.00 and thirty (30) days to close escrow. The
25 following negotiation ensued:

26
27
28 ¹ Initials are used in place of individual's full name to protect their privacy. Documents containing individual's full name will be provided during the discovery phase of this case to Respondent and/or their attorney(s), after service of a timely and proper request for discovery on Complainant's counsel.

1 Sellers Counter Offer No. 1 dated September 16, 2024: sale price of
2 \$1,175,000.00 and the sale would be contingent on sellers finding a replacement property.

3 Buyers Counter Offer No. 1 dated September 18, 2024: sale price of
4 \$1,135,000.00 and the condition that the sellers have seventeen (17) days to find a replacement
5 property.

6 Sellers Counter Offer No. 2 dated September 18, 2024: purchase price of
7 \$1,155,000.00 and sellers pay the buyers' agent concession of 1.5% of purchase price.

8 Buyers Counter Offer No. 2 dated September 19, 2024: purchase price of
9 \$1,155,000.00, sellers pay the buyers' agent concession of 1.5% of the purchase price, sellers
10 pay for septic certification and well certification, and form SWPI² would be incorporated into
11 the Buyer Counter Offer No. 2.

12 8.

13 The RPA was electronically executed with the buyers accepting the purchase
14 price of \$1,155,000.00 and sellers accepting the terms in Buyers Counter Offer No. 2.

15 9.

16 In an email dated September 20, 2024, Respondent told the sellers that they "are
17 officially in escrow and moving forward." Respondent also stated, "remember you have 17
18 days to identify a replacement property and we have close of escrow in 30 days from today."
19 Alarmed by the 17-day timeframe to identify a replacement property, sellers requested that
20 Respondent send them the final RPA with the signature certificate.

21 10.

22 On or about September 21, 2024, Respondent provided sellers with the signature
23 certificate for Sellers Counter Offer No. 2 and a copy of the final RPA. The signature certificate
24 for Sellers Counter Offer No. 2 listed the correct email addresses for the sellers. The sellers,
25 again, requested Respondent send them the signature certificate for the final RPA.

26 ///

27 _____
28 ² Septic Inspection, Well Inspection, Property Monument, and Propane Tank Allocation of Cost Addendum

11.

In response, on September 21, 2024, Respondent emailed the sellers,
*...I understand you're not a real estate professional and I'm sorry that
you're not understanding the complexity of how these contracts and
platforms work. I know they can be confusing. We have been able to
secure a buyer and have reduced our commissions and at this point feel
you don't trust us-so [sic] we are going to walk away from being your
real estate agents and let you out of this contract, [a]nd see if another
property [sic] because I know that you wanted more money and we were
not able to do it in a very difficult real estate market.*

12.

The sellers informed Respondent that they did not recognize the final
RPA, did not sign it, and would like to see the signature certificate. In response,
Respondent stated, in part, "As your real estate agents, we are legally allowed to act on
your behalf once we have your 'full authorization' and approval which includes
signatures."

13.

On or about September 23, 2024, the sellers and Respondent agreed to
cancel the listing agreement and terminate their agency relationship.

14.

On or about September 24, 2024, the sellers and buyers cancelled the
purchase agreement and escrow.

15.

Without authority from the sellers, Respondent used Authentisign, an
electronic signature system, to forge the sellers' signatures on the final RPA. The
signature certificate for the final RPA listed "dennyxramirez@gmail.com,"
"melody.ramirez.realtor@gmail.com," and "melodydenny06@gmail.com" as the email

1 addresses for the sellers. The sellers never signed the final RPA and never gave
2 Respondent authority to sign the RPA on their behalf.

3 16.

4 On or about October 25, 2024, seller P.C. filed a complaint with the
5 Department against Respondent alleging Respondent forged the sellers' signatures on
6 the RPA to push the sale of the property with terms the sellers did not agree to.

7 (SUBSTANTIAL MISREPRESENTATION)

8 17.

9 The conduct, acts and/or omissions of Respondent, as described above,
10 constitute a substantial misrepresentation and are cause for the suspension or revocation of the
11 license and license rights of Respondent under Code sections 10176(a) and 10176(c).

12 (FRAUD OR DISHONEST DEALING)

13 18.

14 The conduct, acts and/or omissions of Respondent as described above, constitute
15 fraud or dishonest dealing and are cause for the suspension or revocation of the license and
16 license rights of Respondent under Code sections 10176(i) and 10177(j).

17 19.

18 Each of the foregoing violations above constitutes cause for the suspension or
19 revocation of the real estate license and/or license rights of Respondent under the provisions of
20 Sections 10177(d) and 10177(g).

21 (COSTS OF INVESTIGATION AND ENFORCEMENT)

22 20.

23 California Business and Professions Code section 10106, provides, in pertinent
24 part, that in any order issued in resolution of a disciplinary proceeding before the Department
25 of Real Estate, the Commissioner may request the administrative law judge to direct a licensee
26 found to have committed a violation of this part to pay a sum not to exceed the reasonable costs
27 of the investigation and enforcement of the case.

1 WHEREFORE, Complainant prays that a hearing be conducted on the
2 allegations of this Accusation and that upon proof thereof, a decision be rendered imposing
3 disciplinary action against all the licenses and license rights of MELODY MARIE RAMIREZ
4 under the Real Estate Law, for the costs of investigation and enforcement as permitted by law,
5 and for such other and further relief as may be proper under other applicable provisions of law.
6

7 Dated at Los Angeles, California this 27th day of July, 2026.
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10 
11 Veronica Kilpatrick
12 Supervising Special Investigator
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24

25 cc: MELODY MARIE RAMIREZ
26 CPPIRE
27 Veronica Kilpatrick
28 Sacto.