


**FILED**

**SEP - 6 2023**

**DEPT. OF REAL ESTATE**

By 

1 Department of Real Estate  
2 320 W. 4th Street, Suite 350  
3 Los Angeles, CA 90013-1105  
4 Telephone: (213) 576-6982

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8  
9 BEFORE THE DEPARTMENT OF REAL ESTATE  
10 STATE OF CALIFORNIA

11 \* \* \*

12 In the Matter of the Accusation Against )  
13 )  
14 SALVADOR RAMOS, )  
15 Respondent. )

DRE No. H-42441 LA  
OAH No. 2023030832

16 )  
17 ) STIPULATION AND AGREEMENT  
18 ) IN SETTLEMENT AND ORDER  
19 )

20 It is hereby stipulated by and between SALVADOR RAMOS (sometimes referred to as  
21 "Respondent"), acting by and through his attorney Aldo Flores, Esq., and the Complainant,  
22 acting by and through Judith A. Buranday, Counsel for the Department of Real Estate, as follows  
23 for the purpose of settling and disposing of the Accusation ("Accusation") filed on September  
24 29, 2022, in this matter:

25 1. All issues which were to be contested and all evidence which was to be presented by  
26 Complainant and Respondent at a formal hearing on the Accusation, which hearing was to be  
27 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 ("Stipulation").

2. Respondent received, read and understands the Statement to Respondent, the

1 Discovery Provisions of the APA and the Accusation filed by the Department of Real Estate  
2 (“Department”) in this proceeding.

3 3. Respondent filed a Notice of Defense pursuant to Section 11506 of the Government  
4 Code for the purpose of requesting a hearing on the allegations in the Accusation. Respondent  
5 hereby freely and voluntarily withdraws said Notice of Defense. Respondent understands that by  
6 withdrawing said Notice of Defense Respondent thereby waives Respondent’s right to require  
7 the Commissioner to prove the allegations in the Accusation at a contested hearing held in  
8 accordance with the provisions of the APA and that Respondent will waive other rights afforded  
9 to Respondent in connection with the hearing such as the right to present evidence in  
10 Respondent’s defense, and the right to cross-examine witnesses.

11 4. This Stipulation is based on the factual allegations contained in the Accusation filed in  
12 this proceeding. In the interest of expedience and economy, Respondent chooses not to contest  
13 these factual allegations, but to remain silent and understands that, as a result thereof, these  
14 factual statements, will serve as a prima facie basis for the disciplinary action stipulated to  
15 herein. The Real Estate Commissioner shall not be required to provide further evidence to prove  
16 such allegations.

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

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

1 DETERMINATION OF ISSUES

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

5 The conduct, acts or omissions of Respondent SALVADOR RAMOS, as set forth in the  
6 Accusation, are a basis for discipline of Respondent's real estate license, mortgage loan  
7 originator ("MLO") license endorsement(s), and license rights pursuant to the Real Estate Law,  
8 Part 1 of Division 4 of the California Business and Professions Code ("Code") sections  
9 10166.05(c), 10166.051(a), 10166.051(b), 10177(d), 10177(g) and/or 10177(j).

10 ORDER

11 WHEREFORE, THE FOLLOWING ORDER is hereby made:

12 I. SUSPENSION OF MLO LICENSE ENDORSEMENT

13 1. All MLO license endorsements and endorsement rights of Respondent under the Real  
14 Estate Law are suspended for a period of one hundred and eighty (180) days after the Effective  
15 Date of this Decision and Order.

16 2. If the suspension of the MLO license endorsement ends after December 31, 2023,  
17 Respondent may submit a renewal application for an MLO license endorsement through the  
18 Nationwide Multistate Licensing System & Registry ("NMLS") during the renewal and/or  
19 reinstatement periods occurring between November 1, 2023, and February 29, 2024, with the  
20 understanding that the Department reserves the rights to fully investigate such renewal  
21 application for MLO license endorsement and may either approve or deny such application  
22 pursuant to the normal process for endorsement investigations.

23 3. Respondent understands that if Respondent fails to submit a renewal application before  
24 March 1, 2024, Respondent must submit a new application through NMLS, and may be subject  
25 to payment of filing fees, background and credit checks, fingerprinting, and other NMLS  
26 requirements.

27 4. Respondent further agrees that Respondent must satisfy the Education and

1 Administrative Penalty provisions prior to reinstatement of their MLO license endorsement or  
2 issuance of another MLO license endorsement.

3 **II. MORTGAGE LOAN ORIGINATION EDUCATION**

4 1. Respondent shall, within ninety (90) days after the Effective Date of this Decision and  
5 Order, take and complete the following mortgage loan originator education requirements:

6 a) Twenty (20) hours of NMLS approved pre-licensure education (“PE”), which  
7 shall consist of fourteen (14) hours of federal law curriculum, three (3) hours of  
8 ethics curriculum, and three (3) hours of non-traditional mortgage lending  
9 curriculum. None of these twenty (20) hours of PE may be state-specific  
10 curriculum;

11 b) Eight (8) hours of continuing education (“CE”), which shall consist of four (4)  
12 hours of federal law curriculum, two (2) hours of ethics curriculum, and two (2)  
13 hours of non-traditional mortgage lending curriculum. None of these eight (8)  
14 hours of CE may be state-specific curriculum.

15 2. Respondent shall not take any of the PE provided for in Paragraph 1(a) of this Section  
16 in an online self-study format (“OSS”). Respondent may take the CE provided for in Paragraph  
17 1(b) in any format.

18 3. For a period of three (3) years after the Effective Date of this Order, Respondent shall  
19 be required to complete any additional PE and/or CE required under the SAFE Act in a format  
20 other than OSS. If Respondent fails to comply with this condition, the renewal application or  
21 new application of Respondent will be deemed incomplete by the Department.

22 4. If Respondent fails to timely satisfy the education provided for in Paragraph 1 of this  
23 section, Respondent’s MLO license endorsement shall remain suspended until Respondent  
24 presents evidence satisfactory to the Commissioner of having taken and successfully completed  
25 the education requirements.

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1           5. Respondent agrees that the CE provided for in Paragraph 1 of this section is in addition  
2 to any NMLS education required for licensure under the SAFE Act. The CE provided for in  
3 Paragraph 1 will not count toward satisfying 2024 standard SAFE Act CE requirements.

4           6. Respondent further agrees that the Department may exercise its examination or  
5 investigative authority pursuant to the normal process for such authorized under the Real Estate  
6 Law and Commissioner's Regulations in the instance a determination is made wherein  
7 Respondent is found to be in violation of the education requirements under this section.

8   III. ADMINISTRATIVE PENALTY

9           All licenses and licensing rights of Respondent are indefinitely suspended unless or until  
10 Respondent pays an administrative penalty of \$1,500.00. Said payment shall be in the form of a  
11 cashier's check made payable to the Department of Real Estate. The payment must be delivered  
12 to the Department of Real Estate, Flag Section, at P.O. Box 137013, Sacramento, CA 95813-  
13 7013, prior to the Effective Date of this Decision and Order.

14   IV. STAYED SUSPENSION OF REAL ESTATE LICENSE

15           All licenses and licensing rights of Respondent under the Real Estate Law, with the  
16 exception of the MLO license endorsement (NMLS ID 1283219) referenced in Section I above,  
17 are suspended for a period of ninety (90) days from the Effective Date of this Decision;  
18 provided, however, that all ninety (90) days of said suspension shall be stayed for one (1) year  
19 upon the following terms and conditions:

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

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V. INVESTIGATION AND ENFORCEMENT COSTS

All licenses and licensing rights of Respondent are indefinitely suspended unless or until Respondent pays the sum of \$1,920.25 for the Commissioner’s reasonable costs of the investigation (\$403.45) and enforcement (\$1,516.80), which led to this disciplinary action. Said payment shall be in the form of a cashier’s check made payable to the Department of Real Estate. The payment of the investigative and enforcement costs must be delivered to the Department of Real Estate, Flag Section, at P.O. Box 137013, Sacramento, CA 95813-7013, prior to the Effective Date of this Decision and Order.

DATED: 7/31/2023 \_\_\_\_\_  
\_\_\_\_\_  
Judith A. Buranday, Counsel for  
Department of Real Estate

EXECUTION OF THE STIPULATION

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


Respondent shall mail the original signed signature page of the stipulation herein to Judith A. Buranday, Attention: Legal Section, Department of Real Estate, 320 W. Fourth St., Suite 350, Los Angeles, California 90013-1105.

In the event of time constraints before an administrative hearing, Respondent can signify acceptance and approval of the terms and conditions of this Stipulation and Agreement by emailing a scanned copy of the signature page, as actually signed by Respondent, to the Department counsel assigned to this case. Respondent agrees, acknowledges, and understands


1 that by electronically sending the Department a scan of Respondent's actual signature as it  
2 appears on the Stipulation and Agreement that receipt of the scan by the Department shall be  
3 binding on Respondent as if the Department had received the original signed Stipulation and  
4 Agreement.

5 Respondent's signature below constitutes acceptance and approval of the terms and  
6 conditions of this Stipulation. Respondent agrees, acknowledges and understands that by signing  
7 this Stipulation, Respondent is bound by its terms as of the date of such signatures and that this  
8 agreement is not subject to rescission or amendment at a later date except by a separate Decision  
9 and Order of the Real Estate Commissioner.

10 DATED: 7-31-2023

11   
12 SALVADOR RAMOS  
Respondent

13 DATED: July 31, 2023


14   
15 Aldo Flores, Esq.  
Counsel for Respondent  
Approved as to Form

16 The foregoing Stipulation and Agreement is hereby adopted as my Decision as to  
17 Respondent SALVADOR RAMOS and shall become effective at 12 o'clock noon on

18 SEP 26 2023

19 IT IS SO ORDERED

8-22-23

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21 DOUGLAS R. McCAULEY  
22 REAL ESTATE COMMISSIONER  
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