

FILED

SEP 14 2022

DEPT. OF REAL ESTATE

By 

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9 BEFORE THE DEPARTMENT OF REAL ESTATE
10 STATE OF CALIFORNIA

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| 12 In the Matter of the Application of |) | No. H-42442 LA |
| |) | |
| 13 JONATHAN RAMIREZ MARQUEZ, |) | <u>STATEMENT OF ISSUES</u> |
| |) | |
| 14 Respondent. |) | Mortgage Loan Originator |
| |) | License Endorsement |
| |) | |

17 The Complainant, Ruth Corral, a Supervising Special Investigator of the State of
18 California, for cause of Statement of Issues against JONATHAN RAMIREZ MARQUEZ, a.k.a.
19 "Jonathan Marquez," "Jonathan R. Marquez," and "Jacob Guesnon" ("Respondent"), alleges as
20 follows:

21 1.

22 The Complainant, Ruth Corral, Supervising Special Investigator of the State of
23 California, makes this Statement of Issues against Respondent in her official capacity.

24 LICENSE HISTORY

25 2.

26 a. Respondent presently has license rights under the Real Estate Law, Part 1 of
27 Division 4 of the California Business and Professions Code ("Code"), as a real estate

1 salesperson, Department of Real Estate (“Department” or “DRE”) license no. 02118267.

2 b. Respondent was first issued his salesperson license by the Department on
3 March 10, 2021.

4 c. Respondent’s real estate license is set to expire on March 9, 2025, unless
5 renewed.

6 3.

7 On or about February 15, 2022, Respondent made application to the Department
8 for a mortgage loan originator license endorsement (“MLO license endorsement”).

9 GROUND FOR DENIAL OF MLO LICENSE ENDORSEMENT

10 4.

11 Section 10166.05(c) of the Code provides, in pertinent part, that the
12 Commissioner shall not issue an MLO license endorsement to an applicant unless said “applicant
13 has demonstrated such financial responsibility, character, and general fitness as to command the
14 confidence of the community and warrant a determination that the mortgage loan originator will
15 operate honestly, fairly, and efficiently within the purposes of the article.”

16 5.

17 Section 10166.05(b)(2) of the Code provides, in pertinent part, that the
18 Commissioner “may consider the underlying crime, facts, or circumstances of an expunged or
19 pardoned felony conviction when determining the eligibility of an applicant for licensure under
20 ... subdivision (c).”

21 6.

22 Section 10166.051(b) of the Code provides that the Commissioner may “[d]eny,
23 suspend, revoke, condition, or decline to renew a mortgage loan originator license endorsement,
24 if an application or endorsement holder fails at any time to meet the requirements of Section
25 10166.05 or 10166.09, or withholds information or makes a material misstatement in an
26 application for a license endorsement or license endorsement renewal.”

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CAUSE FOR ACCUSATION
(FELONY CONVICTIONS)

7.

On or about October 3, 2007, in the Superior Court of California, County of Los Angeles, Case No. KA080519, Respondent was convicted, on guilty pleas, for violating Penal Code section 487(d) (grand theft auto), section 532a(1) (false financial statement), and section 476a(a) (non-sufficient fund check single check), all felonies. The court sentenced the Respondent to serve 16 months in state prison and to pay fines and fees.

8.

On or about July 28, 2008, in the Superior Court of California, County of Los Angeles, Case No. KA083939, Respondent was convicted, on a no contest plea, for violating Penal Code section 476 (forgery), a felony. The court sentenced the Respondent to serve 16 months in state prison and to pay fines and fees.

9.

On or about January 14, 2021, a Certificate of Rehabilitation was issued and filed by the Los Angeles County Superior Court in Case Nos. KA080519 and KA083939, as described in Paragraphs 7 and 8.

10.

The facts alleged in Paragraph 7 through 9, above, constitute cause for denial of Respondent's application for a MLO license endorsement under Code sections 10166.05(c), 10166.05(b)(2), and 10166.051(b).

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1 (CIVIL JUDGMENTS)

2 11.

3 a. On or about May 24, 2012, in *Armando Ramirez v. Jonathan Ramirez*
4 *Marquez*, Superior Court of California, County of Los Angeles, Case No. ALH12J00999, a small
5 claims case was filed against Respondent for failure to pay plaintiff for remodeling work
6 completed on Respondent's residence, in that Respondent paid plaintiff two (2) checks that were
7 returned for non-sufficient funds ("NSF").

8 b. On or about June 26, 2012, in *Armando Ramirez v. Jonathan Ramirez*
9 *Marquez*, judgment was entered for plaintiff and against Respondent. Respondent was ordered
10 to pay plaintiff a total of \$5,085.28, which included costs.

11 c. On or about April 1, 2022, in *Armando Ramirez v. Jonathan Ramirez Marquez*,
12 an agreement between plaintiff and Respondent was made, wherein Respondent paid plaintiff a
13 sum of \$5,000 to satisfy the judgment in the matter.

14 12.

15 a. On or about June 1, 2012, in *Navajo Painting v. Jonathan Ramirez Marquez*,
16 Superior Court of California, County of Los Angeles, Case No. ALH12J01040, a small claims
17 case was filed against Respondent for failure to pay plaintiff for a deposit made for Respondent's
18 home remodeling project, in that Respondent paid plaintiff one (1) check that were returned for
19 non-sufficient funds ("NSF").

20 b. On or about July 8, 2012, in *Navajo Painting v. Jonathan Ramirez Marquez*,
21 judgment was entered for plaintiff and against Respondent. Respondent was ordered to pay
22 plaintiff a total of \$4,090, which included costs.

23 c. On or about May 26, 2022, in *Navajo Painting v. Jonathan Ramirez Marquez*,
24 an Acknowledgment of Satisfaction of Judgment was entered and filed to indicate full
25 satisfaction of the judgment in the matter.

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13.

a. On or about December 16, 2013, in *Pavgo, Inc. v. Jonathan Ramirez Marquez*, Superior Court of California, County of Los Angeles, Case No. ALH13G07591, a small claims case was filed against Respondent for failure to pay plaintiff for handyman services provided, in that Respondent paid plaintiff two (2) checks and then placed stop payment on those checks.

b. On or about July 22, 2014, in *Pavgo, Inc. v. Jonathan Ramirez Marquez*, judgment was entered for plaintiff and against Respondent. Respondent was ordered to pay plaintiff a total of \$1,474.67.

c. According to Respondent, as of date, said judgment has not been satisfied in the matter.

14.

a. On or about March 12, 2014, in *ASI Electric, Inc. v. Jonathan Ramirez Marquez*, Superior Court of California, County of Los Angeles, Case No. ALH14G02024, a small claims case was filed against Respondent for failure to pay plaintiff for electrical work provided, in that Respondent paid plaintiff two (2) checks and then placed stop payment on those checks.

b. On or about May 28, 2014, in *ASI Electric, Inc. v. Jonathan Ramirez Marquez*, judgment was entered for plaintiff and against Respondent. Respondent was ordered to pay plaintiff a total of \$4,390, which included costs.

c. On or about June 20, 2022, in *ASI Electric, Inc. v. Jonathan Ramirez Marquez*, an Acknowledgment of Satisfaction of Judgment was entered and filed to indicate full satisfaction of the judgment in the matter.

15.

a. On or about June 1, 2015, in *Creative Recovery Concepts, Inc. v. Jonathan Ramirez Marquez*, Superior Court of California, County of Los Angeles, Case No. ALH15N08422, a civil case was filed by a collection agency against Respondent for money owed, in that Respondent paid plaintiff's assignor, for payment of decorating services incurred,

1 one (1) check that was returned for NSF.

2 b. On or about January 26, 2016, in *Creative Recovery Concepts, Inc. v. Jonathan*
3 *Ramirez Marquez*, judgment was entered for plaintiff and against Respondent. Respondent was
4 ordered to pay plaintiff a total of \$3,745.80, which included costs.

5 c. On or about April 8, 2022, in *Creative Recovery Concepts, Inc. v. Jonathan*
6 *Ramirez Marquez*, an Acknowledgment of Satisfaction of Judgment was entered and filed to
7 indicate full satisfaction of the judgment in the matter.

8 16.

9 a. On or about September 4, 2019, in *Onemain Financial Group, LLC. as*
10 *servicer for (ASF) Wells Fargo Bank, N.A. as Issuer Loan Trustee for Springleaf Funding Trust*
11 *2017-A v. Jonathan Ramirez Marquez*, Superior Court of California, County of Los Angeles,
12 Case No. 19NWLC35326, a civil case was filed against Respondent breach of contract, in that
13 Respondent refused to pay the balance due based on the terms of the loan or borrower agreement
14 with plaintiff.

15 b. On or about December 11, 2019, in *Onemain Financial Group, LLC. as*
16 *servicer for (ASF) Wells Fargo Bank, N.A. as Issuer Loan Trustee for Springleaf Funding Trust*
17 *2017-A v. Jonathan Ramirez Marquez*, judgment was entered for plaintiff and against
18 Respondent. Respondent was ordered to pay plaintiff a total of \$10,234, which included costs.

19 c. According to Respondent, as of date, said judgment has not been satisfied in
20 the matter.

21 17.

22 The conduct of Respondent, as alleged above in Paragraphs 11 through 16,
23 is in violation of Code section 10166.05(c) and is grounds for the suspension or revocation of
24 Respondent's license, MLO license endorsement, and license rights pursuant to the provisions of
25 Code sections 10166.051(b), 10177(d) and/or 10177(g).

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1 (WITHHELD INFORMATION OR MADE MATERIAL MISSTATEMENTS)

2 18.

3 Question (D) in the section entitled "Financial Disclosure" under "Disclosure
4 Questions" of Respondent's MLO license endorsement application submitted on February 15,
5 2022, asks: "(D) Do you have any unsatisfied judgments or liens against you?" Respondent
6 answered "No" to Question (D), which constitutes the withholding of information or the making
7 of a material misstatement as to the unsatisfied judgments and/or liens, as described in
8 Paragraphs 11 through 16 above.¹

9 19.

10 The facts alleged in Paragraph 18 above, constitute cause for the denial of
11 Respondent's application for a MLO license endorsement under Code sections 10166.05(c) and
12 10166.051(b).

13 20.

14 These proceedings are brought under the provisions of Section 10100, Division 4
15 of the Business and Professions Code of the State of California and Sections 11500 through
16 11528 of the California Government Code.

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27 ¹ Judgments and/or liens described in Paragraphs 11, 12, 14, and 15 were satisfied on dates subsequent to Respondent submitting his NMLS application on February 15, 2022. Judgments and/or liens described in Paragraphs 13 and 16 have not yet been satisfied as of date.

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WHEREFORE, Complainant prays that a hearing be conducted on the allegations of this Statement of Issues, and that upon proof thereof, a decision be rendered that the Commissioner refuse to authorize the issuance of, and deny the issuance of, a mortgage loan originator license endorsement to Respondent JONATHAN RAMIREZ MARQUEZ, and for such other and further relief as may be proper under the provisions of law.

Dated at Sacramento, California this 13th day of September, 2022.



Ruth Corral
Supervising Special Investigator

cc: JONATHAN RAMIREZ MARQUEZ
Citrus Realty, Inc.
Ruth Corral
Sacto.