

**FILED**

DEC 15 2011

1. JAMES DEMUS, Counsel (SBN 225005)  
2. Department of Real Estate  
3. 320 West Fourth St., #350  
4. Los Angeles, CA 90013

DEPARTMENT OF REAL ESTATE  
BY: *Guadalupe Nolasco*

4. (213) 576-6982  
5. (213) 576-6910 (direct)

9. BEFORE THE DEPARTMENT OF REAL ESTATE

10. STATE OF CALIFORNIA

11. \* \* \*

12. In the Matter of the Accusation of )  
13. FUNDING SOLUTIONS LENDING CORP and )  
14. KEVIN D. JONES, individually, and )  
15. formerly as designated officer of )  
16. Funding Solutions Lending Corp, )  
17. Respondents. )

No. H-37739 LA

A C C U S A T I O N

17. The Complainant, Maria Suarez, a Deputy Real Estate  
18. Commissioner of the State of California, for cause of  
19. Accusation against FUNDING SOLUTIONS LENDING CORP and KEVIN D.  
20. JONES, individually, and formerly as designated officer of  
21. Funding Solutions Lending Corp, is informed and alleges as  
22. follows:

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

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FUNDING SOLUTIONS LENDING CORP (hereinafter "FSLC") presently has license rights under the Real Estate Law (Part 1 of Division 4 of the Business and Professions Code, hereinafter "Code"), as a corporate real estate broker. On October 1, 2010, FSLC's license expired. Pursuant to Code Section 10201, FSLC retains renewal rights for two years. The Department of Real Estate ("Department") holds jurisdiction over the lapsed license, pursuant to Code Section 10103.

3.

KEVIN D. JONES (hereinafter "JONES") is presently licensed and/or has license rights under the Real Estate Law, as a real estate broker. He was also designated officer of FSLC between October 2, 2006 and October 1, 2010.

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At all times material herein, Respondents FSLC and JONES were engaged in the business of, acted in the capacity of, advertised or assumed to act as real estate brokers in the State of California, within the meaning of Code Sections 10131(d) and 10131.2, including performing loan modification activities and claiming, demanding, charging, receiving, collecting or contracting for the collection of an advance fee, within the meaning of Code Section 10026, including, but not limited to, the following loan modification activities with respect to loans which were secured by liens on real property.

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Andrade Transaction

On or about December 23, 2008, FSLC entered into an agreement with Juan Andrade ("Andrade"), in which FSLC offered to negotiate a modification of Andrade's loan, which was secured by real property located at 4824 E. Madison Avenue, Fresno, CA, in exchange for payment of an advance fee. Among the terms of this agreement was a guarantee that FSLC would refund all fees (less \$695) if FSLC was unable to obtain a modification of Andrade's loan. On September 23, 2008, Andrade paid an advance fee of \$1,700 to FSLC. FSLC did not obtain a modification of Andrade's loan and did not reimburse his fees as guaranteed in the December 23, 2008 agreement.

Irvine Transaction

On or about April 30, 2009, FSLC entered into an agreement with Patricia Irvine ("Irvine"), in which FSLC offered to negotiate a modification of Irvine's loan, which was secured by real property located at 501 West Las Palmas Drive, Fullerton, CA, in exchange for payment of an advance fee of \$4095. Among the terms of this agreement was a guarantee that FSLC would refund all fees (less 30% of the contract price) if FSLC was unable to obtain a modification of Irvine's loan. Between April 30, 2009 and May 5, 2009, Irvine paid advance fees of \$4095 to FSLC. FSLC did not obtain a modification of Irvine's loan and did not reimburse her fees as guaranteed in the April 30, 2009 agreement.

1 7.

2 The agreements made by FSLC, as described in  
3 Paragraphs 5 and 6 above, constitute advance fee agreements  
4 within the meaning of Code Section 10026. On June 10, 2009,  
5 FLSC submitted an advance fee agreement to the Real Estate  
6 Commissioner. On June 23, 2009, the Department issued a letter  
7 raising no objection the advance fee agreement, as submitted.  
8 However, FSLC and JONES failed to submit the advance fee  
9 agreements described in paragraphs 5 and 6 above to the  
10 Commissioner ten days before using them, in violation of Code  
11 Sections 10085 and 10085.5, as well as Section 2970 of Title  
12 10, California Code of Regulations ("Regulations"). This  
13 provides cause for the suspension or revocation of the licenses  
14 and license rights of Respondents FSLC and JONES pursuant to  
15 Code Sections 10085, 10177(d) and/or 10177(g).

16 8.

17 The guarantees that FSLC would refund advance fees,  
18 as described in paragraphs 5 and 6 above, constitute  
19 substantial misrepresentations and false promises of a  
20 character likely to influence, persuade or induce. This  
21 provides cause for the suspension or revocation of the licenses  
22 and license rights of Respondents FSLC and JONES pursuant to  
23 Code Sections 10176(a) and 10176(b).

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1                   WHEREFORE, Complainant prays that a hearing be  
2 conducted on the allegations of this Accusation and that upon  
3 proof thereof, a decision be rendered imposing disciplinary  
4 action against all the licenses and license rights of  
5 Respondents FUNDING SOLUTIONS LENDING CORP and KEVIN D. JONES  
6 under the Real Estate Law, and for such other and further  
7 relief as may be proper under other applicable provisions of  
8 law.

9 Dated at Los Angeles, California

10 this 14th day of December.

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14 Maria Suarez  
15 Deputy Real Estate Commissioner  
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25 cc: FUNDING SOLUTIONS LENDING CORP  
26 Kevin D. Jones  
27 Maria Suarez  
Sacto.