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 Deputy Commissioner
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 4 Department of Business Oversight
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 10 BEFORE THE DEPARTMENT OF BUSINESS OVERSIGHT
 11 OF THE STATE OF CALIFORNIA

12 In the Matter of:) NMLS No. 284414
)
 13 THE COMMISSIONER OF BUSINESS) STIPULATION
 OVERSIGHT,)
 14)
 15 Complainant,)
 v.)
 16)
 17 CHRISTOPHER TODD BARTON,)
)
 18 Respondent.)
)
 19)

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 21 This Stipulation is entered into between Respondent Christopher Todd Barton
 22 (Respondent) on the one hand, and Complainant, the Commissioner of Business Oversight
 23 (Commissioner), on the other hand, and is made with respect to the following facts:

24 RECITALS

25 A. On January 20, 2012, the Commissioner first approved Respondent's application for a
 26 Mortgage Loan Originator (MLO) license pursuant to section 22109.1 of the California Finance
 27 Lenders Law (CFLL) (Fin. Code, § 22000 et seq.).
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1 B. Pursuant to a subsequent investigation, the Commissioner determined that
2 Respondent, while engaged in business as a mortgage loan originator violated Financial Code section
3 22161, subdivision (e), by knowingly misrepresenting, circumventing, or concealing, though
4 subterfuge or device, a material aspect or information regarding a transaction to which the person was
5 a party. The Commissioner also found that Respondent committed an act that constitutes fraud or
6 dishonest dealings in violation of Financial Code section 22161, subdivision (f), when he made false
7 representations to a borrower in connection with the processing of a loan application.

8 C. On March 15, 2016, the Commissioner issued a Notice of Intention to revoke
9 Respondent's MLO license pursuant to Financial Code section 22172, Accusation, and
10 accompanying documents (Accusation). A true and correct copy of the Accusation is attached and
11 incorporated as Exhibit A.

12 D. Respondent timely requested an administrative hearing in regards to the Accusation,
13 which is set before the Office of Administrative Hearings on September 1, 2016.

14 E. The Commissioner finds that entering into this agreement is in the public interest and
15 consistent with the purposes fairly intended by the policy and provisions of the CFLL.

16 NOW, THEREFORE, in consideration of the foregoing, and the terms and conditions set
17 forth herein, the parties agree as follows:

18 TERMS AND CONDITIONS

19 1. Purpose. It is the intention of the parties to resolve this matter for the purpose of
20 judicial economy and expediency and without the uncertainty and expense of a hearing and/or other
21 litigation.

22 2. Waiver of Hearing Rights. Respondent agrees that this Stipulation shall have the
23 effect of withdrawing his request for an administrative hearing on the matter set forth herein.
24 Respondent acknowledge his right to an administrative hearing under the CFLL in connection with
25 the Accusation set forth above, and hereby waives such right to hearing, and to any reconsideration,
26 appeal, or other rights which may be afforded pursuant to CFLL, the California Administrative
27 Procedure Act, the California Code of Civil Procedure, or any other provision of law in connection
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1 with these matters.

2 3. Admissions. Respondent admits the allegations contained in the above-referenced
3 Accusation solely for the limited purposes of these proceedings and any future proceeding(s) that
4 may be initiated by or brought before the Commissioner against Respondent. It is the intent and
5 understanding between the parties that this Stipulation, and particularly the admissions of Respondent
6 herein, shall not be binding or admissible against Respondent in any action(s) brought against
7 Respondent by third parties.

8 4. Dismissal of Notice of Intention. Except as otherwise provided herein, the parties
9 agree that this Stipulation shall have the effect of dismissing the Notice of Intention cited in
10 Paragraph C. The dismissal shall become effective upon the Effective Date of this Stipulation, as
11 such date is defined in Paragraph 17.

12 5. Continuing Education. Respondent agrees that for 36 months immediately following
13 the Effective Date of this Settlement Agreement, as set forth in Paragraph 17, Respondent shall
14 annually complete at least eight hours of continuing education offered by a vendor approved by the
15 Nationwide Multistate Licensing System. Proof of annual compliance (Compliance Report) shall be
16 submitted no later than June 30 of each year to the Commissioner’s agent specified in Paragraph 18.

17 6. Administrative Penalty. In consideration of the dismissal of the Notice of Intention
18 effected by Paragraph 4 above, Respondent agrees to pay an administrative penalty to the
19 Commissioner in the amount of \$2,500.00, which shall be due upon execution of this Stipulation.
20 Payment in the form of a cashier’s check shall be made payable to “The Department of Business
21 Oversight” and mailed to the Commissioner’s agent specified in Paragraph 18 below.

22 7. Commissioner’s Remedy for Violation. Respondent agrees that for 36 months
23 immediately following the Effective Date of this Stipulation, as set forth in Paragraph 17, if the
24 Commissioner makes a finding that Respondent has violated or is violating any provision of this
25 Stipulation, or of the CFLL or CRMLA, and such Respondent fails to cure said violation(s) within 10
26 days after being provided written notice of said violation(s) by the Commissioner, the Commissioner
27 may, in her sole discretion, issue to Respondent a final order revoking his MLO license. Respondent
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1 waives all notice and hearing rights to contest any revocation order issued pursuant to this provision,
 2 which may be afforded under the CFLL, the CRMLA, the California Administrative Procedure Act,
 3 the California Code of Civil Procedure, or any other provision of law in connection with these
 4 matters.

5 8. Stipulation Coverage. The parties hereby acknowledge and agree that this Stipulation
 6 is intended to constitute a full, final, and complete resolution of the matter set forth herein and that no
 7 further proceedings or actions will be brought by the Commissioner in connection with these matters
 8 under the CFLL or any other provision of law, excepting therefrom any proceeding or action if such
 9 proceeding or action is based upon facts not presently known to the Commissioner or which were
 10 knowingly concealed from the Commissioner by Respondent.

11 9. Commissioner’s Duties. The parties acknowledge and agree that nothing contained in
 12 this Stipulation shall operate to limit the Commissioner's ability to assist any other agency, (county,
 13 state or federal) with any prosecution, administrative, civil or criminal, brought by any such agency
 14 against Respondent or any other person based upon any of the activities alleged in this matter or
 15 otherwise.

16 10. Independent Legal Advice. Each of the parties represents, warrants, and agrees that it
 17 has had the opportunity to seek independent advice from an attorney(s) and/or representative with
 18 respect to the advisability of executing this Stipulation.

19 11. Reliance. Each of the parties represents, warrants, and agrees that in executing this
 20 Stipulation it has relied solely on the statements set forth herein and the advice of its own counsel
 21 and/or representative. Each of the parties further represents, warrants, and agrees that in executing
 22 this Stipulation it has placed no reliance on any statement, representation, or promise of any other
 23 party, or any other person or entity not expressly set forth herein, or upon the failure of any party or
 24 any other person or entity to make any statement, representation or disclosure of anything
 25 whatsoever. The parties have included this clause: (1) to preclude any claim that any party was in any
 26 way fraudulently induced to execute this Stipulation; and (2) to preclude the introduction of parole
 27 evidence to vary, interpret, supplement, or contradict the terms of this Stipulation.

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1 12. Full Integration. This Stipulation is the final written expression and the complete and
2 exclusive statement of all the agreements, conditions, promises, representations, and covenants
3 between the parties with respect to the subject matter hereof, and supersedes all prior or
4 contemporaneous agreements, negotiations, representations, understandings, and discussions between
5 and among the parties, their respective representatives, and any other person or entity, with respect to
6 the subject matter covered hereby.

7 13. No Presumption from Drafting. In that the parties have had the opportunity to draft,
8 review and edit the language of this Stipulation, no presumption for or against any party arising out
9 of drafting all or any part of this Stipulation will be applied in any action relating to, connected, to, or
10 involving this Stipulation. Accordingly, the parties waive the benefit of California Civil Code section
11 1654 and any successor or amended statute, providing that in cases of uncertainty, language of a
12 contract should be interpreted most strongly against the party who caused the uncertainty to exist.

13 14. Headings and Governing Law. The headings to the paragraphs of this Stipulation are
14 inserted for convenience only and will not be deemed a part hereof or affect the construction or
15 interpretation of the provisions hereof.

16 15. Counterparts. This Stipulation may be executed in one or more counterparts, each of
17 which shall be an original but all of which, together, shall be deemed to constitute a single document.
18 This Stipulation may be executed by facsimile signature, and any such facsimile signature by any
19 party hereto shall be deemed to be an original signature and shall be binding on such party to the
20 same extent as if such facsimile signature were an original signature.

21 16. Settlement Authority. Each signator hereto covenants that he/she possesses all
22 necessary capacity and authority to sign and enter into this Stipulation.

23 17. Effective Date. This Stipulation shall become effective (Effective Date) when
24 executed by the Commissioner or her designee and transmitted by electronic mail to Respondent at
25 christopherbarton33@gmail.com.

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1 18. Notice. Any notices required under this Stipulation shall be provided to each party at
2 the following addresses:

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4 If to Respondent to: Christopher Todd Barton
1430 Paseo Maravilla
5 San Dimas, California 91773

6 If to the Commissioner to: Miranda LeKander, Senior Counsel
7 Department of Business Oversight
1515 K Street, Suite 200
8 Sacramento, California 95814

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10 Dated: 8/5/16 JAN LYNN OWEN
Commissioner of Business Oversight

11
12 By _____
13 MARY ANN SMITH
14 Deputy Commissioner

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16 Dated: 7/29/16 By _____
CHRISTOPHER TODD BARTON, an individual

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