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MARY ANN SMITH
Deputy Commissioner
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Assistant Chief Counsel
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Attorneys for Complainant

BEFORE THE DEPARTMENT OF BUSINESS OVERSIGHT
OF THE STATE OF CALIFORNIA

In the Matter of:)	NMLS ID: 343476
)	
THE COMMISSIONER OF BUSINESS)	STIPULATION TO RESOLVE THE
OVERSIGHT,)	STATEMENT OF ISSUES IN SUPPORT OF
)	DENIAL OF MORTGAGE LOAN
Complainant,)	ORIGINATOR LICENSE APPLICATION
)	
v.)	
)	
ROBERT R. HURLEY, JR.,)	
)	
Respondent.)	

This Stipulation is entered into between the Commissioner of Business Oversight of the State of California (“Commissioner”) and Robert R. Hurley, Jr. (“Hurley”), and is made with respect to the following facts:

I
RECITALS

1 95CR3382) (“felony conviction”) is either expunged or pardoned.

2 5. Hurley further agrees that in the event he applies for a mortgage loan originator
3 license with the Commissioner without having the felony conviction either expunged or pardoned,
4 such application shall be deemed automatically denied. In connection with any such automatic
5 denial, Hurley hereby waives his right to any reconsideration, appeal or other right to review which
6 may be afforded pursuant to the CRMLA, the Administrative Procedures Act, the Code of Civil
7 Procedure, or any other provision of law in connection therewith.

8 6. The parties hereby acknowledge and agree that this Stipulation is intended to
9 constitute a full, final and complete resolution of the Statement of Issues, excepting therefrom any
10 proceeding or action if such proceeding or action is based upon facts not presently known to the
11 Commissioner. The parties further acknowledge and agree that nothing contained in this
12 Stipulation shall operate to limit the Commissioner’s ability to assist any other agency, (city,
13 county, state or federal) with any prosecution, administrative, civil or criminal, brought by any such
14 agency against Hurley based upon any of the activities alleged in these matters or otherwise.

15 7. Each of the parties represents, warrants, and agrees that it has had an opportunity to
16 seek independent advice from its attorney(s) and/or representatives with respect to the advisability
17 of executing this Stipulation.

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

28 9. This Stipulation is the final written expression and the complete and exclusive

1 statement of all the agreements, conditions, promises, representations, and covenants between the
2 parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous
3 agreements, negotiations, representations, understandings, and discussions between and among the
4 parties, their respective representatives, and any other person or entity, with respect to the subject
5 matter covered hereby.

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

12 11. Hurley enters into this Stipulation voluntarily and without coercion and
13 acknowledges that no promises, threats or assurances have been made by the Commissioner or any
14 officer, or agent thereof, about this Stipulation.

15 12. The waiver of any provision of this Stipulation shall not operate to waive any other
16 provision set forth herein, and any waiver, amendment and/or change to the terms of this
17 Stipulation must be in writing and signed by the parties.

18 13. The parties agree that this Stipulation may be executed in one or more separate
19 counterparts, each of which when so executed, shall be deemed an original. A fax signature shall
20 be deemed the same as an original signature. Such counterparts shall together constitute and be one
21 and the same instrument.

22 14. Hurley acknowledges that the Statement of Issues and Stipulation are public records.

23 15. This Stipulation shall be construed and enforced in accordance with and governed by
24 California law.

25 16. This Stipulation shall not become effective until signed by Hurley and delivered by
26 email to the Commissioner’s counsel at Sophia.Kim@dbo.ca.gov.

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17. Each signator hereto covenants that he/she possesses all necessary capacity and authority to sign and enter into this Stipulation.

Dated: 6/15/15

JAN LYNN OWEN
Commissioner of Business Oversight

By _____
MARY ANN SMITH
Deputy Commissioner
Enforcement Division

Dated: 6/12/15

By _____
ROBERT R. HURLEY, JR., an individual