

1 MARY-ANN SMITH
Deputy Commissioner
2 MIRANDA LEKANDER
Assistant Chief Counsel
3 TIMOTHY L. Le BAS (State Bar No. 135565)
Senior Counsel
4 Department of Business Oversight
1515 K Street, Suite 200
5 Sacramento, California 95814
Telephone: (916) 322-2050
6 Facsimile: (916) 445-6985

7 Attorneys for Complainant

8

9

BEFORE THE DEPARTMENT OF BUSINESS OVERSIGHT

10

OF THE STATE OF CALIFORNIA

11

In the Matter of:) NMLS NO.: 156125

12

THE COMMISSIONER OF BUSINESS)
OVERSIGHT,) STIPULATION

13

14

Complainant,

15

v.

16

ROBIN TALIA,

17

18

Respondent.

19

20

21

Respondent Robin Talia (Talia) and Complainant, the Commissioner of Business Oversight
(Commissioner) (hereafter, the Parties), enter into this Stipulation based on the following facts:

24

RECITALS

25

A. The Commissioner licenses and regulates mortgage loan originators, finance lenders
26 and brokers under the California Finance Lenders Law (CFLL) (Fin. Code, § 21000 et seq.). The
27 Commissioner also licenses and regulates mortgage loan originators, residential mortgage lenders,
28 and residential mortgage servicers under the California Residential Mortgage Lending Act (CRMLA)

1 (Fin. Code, § 50000 et seq.).

2 B. To become licensed by the Commissioner as a mortgage loan originator, an individual
3 must submit an application form through the Nationwide Mortgage Lending System & Registry
4 (NMLS).

5 C. On March 9, 2017, the Commissioner issued Accusations to Bar Talia from
6 employment, management or control of any finance lender, broker, residential mortgage lender,
7 residential mortgage servicer, or mortgage loan originator, pursuant to Financial Code sections 22169
8 and 50318 (Administrative Action).

9 D. The Commissioner's Administrative Action was based on violations of law committed
10 by Talia including the following: (1) making false entries and untrue statements in records to impede,
11 obstruct, or influence the administrator of enforcement of the law in violation of Financial Code
12 sections 22170 and 50512; and (2) holding himself out as a mortgage lender or broker without first
13 being licensed by the Department in violation of Financial Code sections 22100 and 50002.

14 E. The Administrative Action was personally served on Talia on March 16, 2017. On
15 March 24, 2017, Talia filed a Notice of Defense and waived his right to a hearing within 15 days.
16 The matter is set for hearing on September 20 and 21, 2017, at the Office of Administrative Hearings
17 in Los Angeles, California. A Notice of Hearing was served on Talia on June 3, 2017.

18 F. Talia admits to the jurisdiction of the Department of Business Oversight (Department)
19 and desires to resolve this matter without the necessity of a hearing and/or other litigation.

20 NOW, THEREFORE, for good cause and valuable consideration, and the terms and
21 conditions set forth herein, the Parties agree as follows:

22 **TERMS**

23 1. Purpose: The purpose of this Stipulation is to settle and resolve the matters between
24 the Parties hereto, for judicial economy and expediency, and to avoid the expense of a hearing, and
25 possible court proceedings.

26 2. Bar Orders: Talia agrees that he shall be barred from any position of employment,
27 management, or control of any finance lender, broker, residential mortgage lender, residential
28 mortgage servicer, or mortgage loan originator upon the execution of the Bar Orders (attached as

1 Exhibits A and B) by the Commissioner or her designee.

2 3. Waiver of Hearing Rights: Respondent hereby waives the right to any hearing, and to
3 any reconsideration, appeal, or other right to review which may be afforded pursuant to CFLL and
4 CRMLA, the California Administrative Practice Act, the California Code of Civil Procedure, or any
5 other law, with respect to issuance of this Stipulation and the Bar Orders.

6 4. Future Actions by the Commissioner: The Commissioner reserves the right to bring
7 any future action(s) against Talia for any and all unknown or future violations of the CFLL and
8 CRMLA. This Stipulation shall not serve to exculpate Talia from liability for any and all unknown or
9 future violations of the CFLL and CRMLA.

10 5. Independent Legal Advice: Each of the Parties represents, warrants, and agrees that it
11 has received or been advised to seek independent legal advice from its attorneys with respect to the
12 advisability of executing this Stipulation.

13 6. No Other Representation: Each of the Parties represents, warrants, and agrees that in
14 executing this Stipulation, it has relied solely on the statements set forth herein and the advice of its
15 own counsel. Each of the Parties further represents, warrants, and agrees that in executing this
16 Stipulation, it has placed no reliance on any statement, representation, or promise of any other party,
17 or any other person or entity not expressly set forth herein, or upon the failure of any party or any
18 other person or entity to make any statement, representation or disclosure of anything whatsoever.
19 The Parties have included this clause: (1) to preclude any claim that any party was in any way
20 fraudulently induced to execute this Stipulation; and (2) to preclude the introduction of parol
21 evidence to vary, interpret, supplement, or contradict the terms of this Stipulation.

22 7. Modifications and Qualified Integration: No amendment, change or modification of
23 this Stipulation shall be valid or binding to any extent unless it is in writing and signed by all of the
24 parties affected by it.

25 8. Full Integration: This Stipulation is the final written expression and the complete and
26 exclusive statement of all the agreements, conditions, promises, representations, and covenants
27 between the Parties with respect to the subject matter hereof, and supersedes all discussions between
28 and among the Parties, their respective representatives, and any other person or entity, with respect to

1 the subject matter covered hereby.

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

8 10. Counterparts: This Stipulation may be executed in any number of counter-parts by the
9 Parties, and when each party has signed and delivered at least one such counterpart to the other party,
10 each counterpart shall be deemed an original and taken together shall constitute one and the same
11 Stipulation. A fax signature shall be deemed the same as an original signature.

12 11. Terms, Headings and Governing Law: All terms used, but not defined herein, shall
13 have the meaning assigned to them by the CFLL and the CRMLA. The headings to the paragraphs of
14 this Stipulation are inserted for convenience only and will not be deemed a part hereof or affect the
15 construction or interpretation of the provisions hereof. This Stipulation shall be construed and
16 enforced in accordance with, and governed by, the laws of the State of California.

17 12. Authority For Stipulation: Each signator hereto covenants that he/she possesses all
18 necessary capacity and authority to sign and enter into this Stipulation. Each party warrants and
19 represents that such party is fully entitled and duly authorized to enter into and deliver this
20 Stipulation. In particular, and without limiting the generality of the foregoing, each party warrants
21 and represents that it is fully entitled to enter into the covenants, and undertake the obligations set
22 forth herein.

23 13. Public Record: Talia hereby acknowledges that this Stipulation and the exhibits
24 attached hereto will be a matter of public record. Talia further understands and agrees to not make
25 any statement or representation that is inconsistent with this Stipulation.

26 14. Voluntary Agreement: The Parties each represent and acknowledge that he, she or it is
27 executing this Stipulation completely voluntarily and without any duress or undue influence of any
28 kind from any source.

1 15. Effective Date: This Stipulation shall not become effective until signed by all parties
2 and delivered by the Commissioner's agent by email to Talia at robtalia7@gmail.com.

3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: July 10, 2017

JAN LYNN OWEN
Commissioner of Business Oversight

By _____
MARY ANN SMITH
Deputy Commissioner
Enforcement Division

Dated: July 7, 2017

By _____
ROBIN TALIA
Respondent