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8 BEFORE THE DEPARTMENT OF BUSINESS OVERSIGHT
9 OF THE STATE OF CALIFORNIA

10
11 In the Matter of the Statement of Issues of THE) OAH No. L-2015020936
COMMISSIONER OF BUSINESS)
12 OVERSIGHT,) NMLS No: 287488
13)
Complainant,) Sponsor File No.: 603-G833
14)
vs.) STIPULATION TO WITHDRAWAL OF
15) APPLICATION
16 DAVID MEADE THOMAS,)
Respondent.) TRIAL DATE: December 14, 2015
17)
18) ASSIGNED TO:
19)
_____)

20 This Stipulation is entered into between David Meade Thomas (“Thomas”) and the
21 Commissioner of Business Oversight ("Commissioner"), and is made with respect to the following
22 facts:

23 **RECITALS**

24 A. On July 18, 2012, Thomas filed an application for a mortgage loan originator license
25 (“MLO license application”) with the Commissioner pursuant to the California Finance Lenders Law
26 (Financial Code § 22000 et. seq.) (“CFL”), in particular, Financial Code section 22105.1.

27 B. On December 29, 2014, Thomas was personally served by the Commissioner with a
28 Notice of Intention to Issue Order Denying Mortgage Loan Originator License Application,

1 Statement of Issues and accompanying documents dated December 29, 2014 (“Statement of Issues”).
2 Thomas has filed a Notice of Defense with the Commissioner in the above-referenced matter. A
3 hearing is currently scheduled for December 14, 2015 at the Los Angeles Office of Administrative
4 Hearings.

5 C. On November 30, 2015, Thomas, through NMLS, filed to withdraw his MLO license
6 application.

7 D. It is the intention and desire of the parties to resolve this matter without the necessity
8 of a hearing and/or other litigation.

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

11 **TERMS AND CONDITIONS**

12 1. This Stipulation is entered into for the purpose of judicial economy and expediency,
13 and to avoid the expense of a hearing, and possible further court proceedings.

14 2. The Commissioner hereby agrees, as a resolution to the Statement of Issues, to
15 consent to the pending withdrawal of the mortgage loan originator license application filed by
16 Thomas on July 18, 2012 (“application withdrawal”).

17 3. In consideration of the Commissioner’s consent to the application withdrawal,
18 Thomas agrees that he will not apply for a further mortgage loan originator license through the
19 Department of Business Oversight for a period of ten years from the date of execution of this
20 Stipulation by the parties.

21 4. Thomas further agrees that in the event he applies for a further mortgage loan
22 originator license with the Department of Business Oversight prior to the expiration of the ten-year
23 period set forth herein, such application shall be deemed automatically denied. In connection with
24 any such automatic denial, Thomas hereby waives his right to any reconsideration, appeal or other
25 right to review which may be afforded pursuant to the CFLR, the California Administrative
26 Procedure Act, the California Code of Civil Procedure, or any other provision of law in connection
27 therewith.
28

1 5. Thomas acknowledges the hearing scheduled in this matter will go forward as
2 scheduled in the event the Commissioner does not timely receive an executed copy of this
3 Stipulation from Thomas no later than noon, December 7, 2015.

4 6. Each of the parties represents, warrants, and agrees that it has received independent
5 advice from its attorney(s) and/or representatives with respect to the advisability of executing this
6 Stipulation.

7 7. Each of the parties represents, warrants, and agrees that in executing this Stipulation
8 it has relied solely on the statements set forth herein and the advice of its own counsel and/or
9 representative. Each of the parties further represents, warrants, and agrees that in executing this
10 Stipulation it has placed no reliance on any statement, representation, or promise of any other party,
11 or any other person or entity not expressly set forth herein, or upon the failure of any party or any
12 other person or entity to make any statement, representation or disclosure of anything whatsoever.
13 The parties have included this clause: (1) to preclude any claim that any party was in any way
14 fraudulently induced to execute this Stipulation; and (2) to preclude the introduction of parol
15 evidence to vary, interpret, supplement, or contradict the terms of this Stipulation.

16 8. This Stipulation is the final written expression and the complete and exclusive
17 statement of all the agreements, conditions, promises, representations, and covenants between the
18 parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous
19 agreements, negotiations, representations, understandings, and discussions between and among the
20 parties, their respective representatives, and any other person or entity, with respect to the subject
21 matter covered hereby.

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