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

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11 In the Matter of: ) CRMLA LICENSE No.: 413-1002  
12 THE COMMISSIONER OF BUSINESS ) SETTLEMENT AGREEMENT  
13 OVERSIGHT, )  
14 Complainant, )  
15 v. )  
16 W. J. BRADLEY MORTGAGE CAPITAL, )  
17 LLC, )  
18 Respondent. )

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20 This Agreement is entered into between George L. Miller, solely in his capacity as Chapter 7  
21 Bankruptcy Trustee (the “Trustee”) for the estate of Respondent W. J. Bradley Mortgage Capital,  
22 LLC (“WJ Bradley” or the “Debtors”) and Complainant the Commissioner of Business Oversight  
23 (“Commissioner”), and is made with respect to the following facts:

24 **RECITALS**

25 A. WJ Bradley is a limited liability company in good standing, duly formed and existing  
26 pursuant to the laws of the State of Delaware, and authorized to conduct business in the State of  
27 California.

1           B.       WJ Bradley holds a residential mortgage lender and loan servicer license issued by  
2 the Commissioner pursuant to the California Residential Mortgage Lending Act ("CRMLA")  
3 (Financial Code §50000 et seq.). WJ Bradley had its principal place of business located at 6465  
4 Greenwood Plaza Boulevard, Suite 500, Centennial, Colorado 80111. WJ Bradley currently has 28  
5 branch office locations under its CRMLA license located in California and elsewhere. WJ Bradley  
6 employed mortgage loan originators in its CRMLA business.

7           C.       WJ Bradley held a finance lenders license issued by the Commissioner pursuant to  
8 the California Finance Lenders Law ("CFLL") (Financial Code Section 22000 et seq.). WJ Bradley  
9 had its principal place of business under the CFLL also located at 6465 Greenwood Plaza Boulevard,  
10 Suite 500, Centennial, Colorado 80111. WJ Bradley held one other license under the CFLL for 100  
11 West Towne Ridge Parkway, Suite 300, Sandy, Utah 84070.

12           D.       The Department of Business Oversight ("Department"), through the Commissioner,  
13 has jurisdiction over the licensing and regulation of persons and entities engaged in the business of  
14 lending and/or servicing pursuant to the CRMLA and lending and/or brokering pursuant to the  
15 CFLL, including mortgage loan originators.

16           E.       On February 16, 2016, the Commissioner served WJ Bradley with a Notice of  
17 Intention to Issue Orders Suspending Residential Mortgage Lender/Servicer Licenses and Finance  
18 Lender/Broker Licenses and to Levy Penalties, Accusation and accompanying documents dated  
19 February 4, 2016 ("Accusation"). On or about February 24, 2016, WJ Bradley filed a Notice of  
20 Defense with the Commissioner regarding the Accusation.

21           F.       On February 16, 2016, the Commissioner served WJ Bradley with an Order to  
22 Discontinue Violations Pursuant to Financial Code Section 50321 and Statement of Facts In Support  
23 of Order to Discontinue Violations Pursuant to Financial Code Section 50321 and Notice of Intent to  
24 Make Order Final dated February 4, 2016 ("Order to Discontinue Violations") and an Order to  
25 Refund Excessive Per Diem Interest Charges Pursuant to Financial Code Section 50504 dated  
26 February 4, 2016 ("Order to Refund")(collectively "Orders"). On or about February 24, 2016, WJ  
27 Bradley filed requests for hearing with the Commissioner regarding the Orders.

28           G.       WJ Bradley ceased business operations in March 2016, and on or about April 28,

1 2016, filed for Chapter 7 bankruptcy.

2 H. It is the intention and desire of the parties to resolve this matter without the necessity  
3 of a hearing and/or other litigation.

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

6 **TERMS AND CONDITIONS**

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

9 2. The Trustee hereby agrees to the issuance by the Commissioner of an order revoking  
10 the Residential Mortgage Lender/Servicer Licenses of WJ Bradley. The revocation shall become  
11 effective immediately. A copy of the revocation order is attached and incorporated as Exhibit A.

12 3. The Trustee acknowledges the right of WJ Bradley to an administrative hearing under  
13 the CRMLA in connection with the Accusation and does not intend to pursue same on behalf of the  
14 Debtors' estates.

15 4. On or about May 17, 2016, and subsequent to the issuance of the Accusation, the  
16 Commissioner summarily revoked the CFLL licenses of WJ Bradley for failing to file the annual  
17 report required under Financial Code section 22159. The Trustee hereby agrees that he does not  
18 contest such summary revocation.

19 5. The parties hereby agree that the Orders described in paragraph F above are moot.  
20 Therefore, no further action is required of either party regarding such Orders.

21 6. The parties hereby acknowledge and agree that this Agreement is intended to  
22 constitute a full, final and complete resolution of the Accusation and Orders and any claims that the  
23 Commissioner may have against the Debtors' bankruptcy estates.

24 7. The parties further acknowledge and agree that nothing contained in this Agreement  
25 shall operate to limit the Commissioner's ability to assist any other agency, (city, county, state or  
26 federal) with any prosecution, administrative, or criminal, brought by any such agency against WJ  
27 Bradley or any other person based upon any of the activities alleged in these matters or otherwise.

28 8. Each of the parties represents, warrants, and agrees that it has received independent

1 advice from its attorney(s) and/or representatives with respect to the advisability of executing this  
2 Agreement.

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

12           10. This Agreement is the final written expression and the complete and exclusive  
13 statement of all the agreements, conditions, promises, representations, and covenants between the  
14 parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous  
15 agreements, negotiations, representations, understandings, and discussions between and among the  
16 parties, their respective representatives, and any other person or entity, with respect to the subject  
17 matter covered hereby.

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

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

27           13. This Agreement shall not become effective until signed and delivered by all parties.

28           14. This Agreement may be executed in one or more counterparts, each of which shall be

1 an original but all of which, together, shall be deemed to constitute a single document. This  
2 Agreement may be executed by facsimile signature, and any such facsimile signature by any party  
3 hereto shall be deemed to be an original signature and shall be binding on such party to the same  
4 extent as if such facsimile signature were an original signature.

5 15. Each signatory hereto covenants that he/she possesses all necessary capacity and  
6 authority to sign and enter into this Agreement.

7 Dated: 10/11/16 JAN LYNN OWEN  
8 Commissioner of Business Oversight

9 By \_\_\_\_\_  
10 MARY ANN SMITH  
11 Deputy Commissioner

12 Dated: 10/7/16 W. J. BRADLEY MORTGAGE CAPITAL, LLC

13 By \_\_\_\_\_  
14 GEORGE L. MILLER, Chapter 7 Trustee

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