

1 PRESTON DuFAUCHARD
California Corporations Commissioner
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9
10 BEFORE THE DEPARTMENT OF CORPORATIONS
11 OF THE STATE OF CALIFORNIA

12	In the Matter of the Statement of Issues of THE)	OAH No. 2011020615
13	CALIFORNIA CORPORATIONS)	
14	COMMISSIONER,)	NMLS No.: 290496
15	Complainant,)	Sponsor File No.: 6053971
16	vs.)	STIPULATION TO WITHDRAWAL OF
17	CESAR CUEVAS,)	APPLICATION
18	Respondent.)	Hearing Date: 08/01/2011
19)	
20)	
21)	

22 This Stipulation is entered into between Respondent Cesar Cuevas (“Cuevas”) and the
23 California Corporations Commissioner (“Commissioner”), and is made with respect to the following
24 facts:

25 **RECITALS**

26 A. On May 28, 2010, Cuevas filed an application for a mortgage loan originator license with the
27 Commissioner pursuant to the California Finance Lenders Law (“CFLL”) (Financial Code sections
28 22000 et. seq.), in particular, Financial Code section 22105.1. The application was for employment

1 on behalf of Pacific Union Financial, LLC, which holds CFLL license number 6053971.
2 Cuevas submitted his application to the Commissioner by filing Form MU4 through the Nationwide
3 Mortgage Licensing System (“NMLS”).

4 B. On December 10, 2010, the Commissioner determined not to issue a mortgage loan
5 originator license to Cuevas pursuant to Financial Code section 22109.1.

6 C. On December 31, 2010, Cuevas requested an administrative hearing concerning the
7 Commissioner’s determination not to issue him a mortgage loan originator license. On January 24,
8 2011, the Commissioner issued his Statement of Issues in Support of Non-Issuance of Mortgage
9 Loan Originator License. A one-day hearing is currently scheduled for August 1, 2011.

10 D. On July 26, 2011, Cuevas through NMLS, filed to withdraw his mortgage loan
11 originator license application.

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

14 **TERMS AND CONDITIONS**

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

17 2. The Commissioner hereby consents to the pending withdrawal of the mortgage loan
18 originator license application filed by Cuevas on July 26, 2011 (“application withdrawal”).

19 3. In consideration of the Commissioner’s consent to the application withdrawal,
20 Cuevas agrees that he will not apply for a further mortgage loan originator license in the State of
21 California for a period of one (1) year from the date of execution of this Stipulation by the parties.

22 4. Cuevas further agrees that in the event he applies for a further mortgage loan
23 originator license in the State of California prior to the expiration of the one year period set forth
24 herein, such application shall be deemed automatically denied. In connection with any such
25 automatic denial, Cuevas hereby waives his right to any reconsideration, appeal or other right to
26 review which may be afforded pursuant to the CFLL, the Administrative Procedure Act (Govt.
27 Code, §§ 11340 et seq.), the Code of Civil Procedure (Code of Civ. Proc., §§ 1 et seq.), or any other
28 provision of law in connection therewith.

1 5. The Commissioner agrees to dismiss, without prejudice, the Statement of Issues in
2 Support of Non-Issuance of Mortgage Loan Originator License issued by the Commissioner against
3 Cuevas on January 24, 2011. The Commissioner shall issue and file the dismissal with the Office of
4 Administrative Hearings on or before the commencement of the scheduled hearing on August 1,
5 2011, so long as the Commissioner receives all the necessary signatures prior to that date. A true
6 and correct copy of the Dismissal Order is attached and incorporated herein as Exhibit A.

7 6. Cuevas acknowledges the hearing scheduled in this matter shall go forward as
8 scheduled in the event the Commissioner does not timely receive an executed copy of this
9 Stipulation from Cuevas no later than 12:00 noon, July 27, 2011.

10 7. Each of the parties represents, warrants, and agrees that he has had the opportunity to
11 receive independent advice from his attorney(s) and/or representatives with respect to the
12 advisability of executing this Stipulation.

13 8. Each of the parties represents, warrants, and agrees that in executing this Stipulation
14 he has relied solely on the statements set forth herein and the advice of his own attorney(s) and/or
15 representatives. Each of the parties further represents, warrants, and agrees that in executing this
16 Stipulation he 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 9. This Stipulation is the final written expression and the complete and exclusive
23 statement of all the agreements, conditions, promises, representations, and covenants between the
24 parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous
25 agreements, negotiations, representations, understandings, and discussions between and among the
26 parties, their respective representatives, and any other person or entity, with respect to the subject
27 matter covered hereby.

28 10. In that the parties have had the opportunity to draft, review and edit the language of

1 this Stipulation, no presumption for or against any party arising out of drafting all or any part of this
2 Stipulation will be applied in any action relating to, connected, to, or involving this Stipulation.
3 Accordingly, the parties waive the benefit of Civil Code section 1654 and any successor or amended
4 statute, providing that in cases of uncertainty, language of a contract should be interpreted most
5 strongly against the party who caused the uncertainty to exist.

6 11. This Stipulation shall not become effective until signed and delivered by all parties.

7 12. This Stipulation may be executed in one or more counterparts, each of which shall be
8 an original but all of which, together, shall be deemed to constitute a single document. This
9 Stipulation may be executed and sent via facsimile or scanned and emailed. Any such facsimiled or
10 emailed signature by any party hereto shall be deemed to be an original signature and shall be
11 binding on such party to the same extent as if such signature were an original signature.

12 13. Each signator hereto covenants that he possesses all necessary capacity and authority
13 to sign and enter into this Stipulation.

14 Dated: 7/27/11

15 PRESTON DuFAUCHARD
16 California Corporations Commissioner

17 By _____
18 ALAN S. WEINGER
19 Deputy Commissioner

20 Dated: 07/26/2011

21 By _____
22 CESAR CUEVAS, as an individual
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