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7 Attorneys for Complainant

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

11 In the Matter of:	) OAH CASE NO.: 2020020465
	) NMLS NO.: 325499
12 THE COMMISSIONER OF BUSINESS	)
OVERSIGHT,	) SETTLEMENT AGREEMENT
13	)
Complainant,	) Hearing Date: August 4-5, 2020
14 v.	) Hearing Time: 9:00 a.m.
	) Location: Office of Administrative Hearings
15 ROBERTO EDUARDO ALVAREZ,	) 320 West 4th Street, Suite 630
	) Los Angeles, California 90013
16 Respondent.	) Judge: Unassigned
	)
	)

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19 This Settlement Agreement is entered into between the Commissioner of Business Oversight  
20 (Commissioner) and Roberto Eduardo Alvarez, also known as Robert Eduardo Alvarez (Alvarez),  
21 and is made with respect to the following facts:

22 I.

23 **Recitals**

24 A. The Commissioner has jurisdiction over the licensing and regulation of persons  
25 engaged in the business of making or servicing residential mortgage loans, including mortgage loan  
26 originators, under the California Residential Mortgage Lending Act (CRMLA) (Fin. Code, § 50000  
27 et seq.).

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1 B. On January 25, 2019, Alvarez applied to the Commissioner for a mortgage loan  
2 originator (MLO) license under the CRMLA.

3 C. On January 9, 2020, the Commissioner issued a Notice of Intention to Issue Order  
4 Denying Application for Mortgage Loan Originator License, Statement of Issues, and  
5 accompanying documents. On January 10, 2020, the documents were served by certified mail at  
6 Alvarez’s latest address on file. A true and correct copy of the Statement of Issues is attached as  
7 Exhibit A.

8 D. On January 23, 2020, Alvarez timely filed a notice of defense and requested a  
9 hearing on the Statement of Issues.

10 E. A hearing is currently set to be held at the Office of Administrative Hearings on  
11 August 4 and 5, 2020.

12 F. On June 29, 2020, through NMLS, Alvarez requested to withdraw his MLO  
13 application.

14 G. The Commissioner finds that entering into this Settlement Agreement is in the public  
15 interest and consistent with the purposes fairly intended by the policy and provisions of the  
16 CRMLA.

17 NOW, THEREFORE, in consideration of the foregoing, and the terms and conditions  
18 contained herein, the parties agree as follows:

19 **II.**

20 **Terms and Conditions**

21 1. Purpose. This Settlement Agreement resolves the issues before the Commissioner in  
22 a manner that avoids the expense of a hearing and other possible court proceedings, protects  
23 consumers, is in the public interest, and is consistent with the purposes and provisions of the  
24 CRMLA.

25 2. Withdrawal of Request for Hearing and Waiver of Hearing Rights. Alvarez hereby  
26 withdraws his request for an administrative hearing on the Statement of Issues. Alvarez  
27 acknowledges his right to an administrative hearing under the CRMLA and hereby waives such  
28 right to a hearing and to any reconsideration, appeal, or other right to review which may be afforded

1 to him under the CRMLA, Administrative Procedure Act, Code of Civil Procedure, or any other  
2 provision of law. By waiving such rights, Alvarez effectively consents to the finality of this  
3 Settlement Agreement.

4 3. Application Withdrawal and Agreement Not to Reapply. The Commissioner agrees  
5 to grant Alvarez’s request through NMLS to withdraw his MLO application. In consideration of the  
6 Commissioner’s consent to the withdrawal of his application, Alvarez agrees not to reapply for an  
7 MLO license with the Commissioner at any time in the future.

8 4. Automatic Denial of MLO License. If Alvarez reapplies for an MLO license with the  
9 Commissioner at any time in the future, the Commissioner will automatically deny such  
10 application. Alvarez waives any notice and hearing rights to contest any such denial which may be  
11 afforded under the CRMLA, Administrative Procedure Act, Code of Civil Procedure, or any other  
12 provision of law.

13 5. Information Willfully Withheld or Misrepresented. This Settlement Agreement may  
14 be rescinded and the Commissioner may pursue any and all remedies available under law against  
15 Alvarez if the Commissioner discovers that Alvarez knowingly or willfully withheld or  
16 misrepresented information used for and relied upon in this Settlement Agreement.

17 6. Future Actions by Commissioner. If Alvarez fails to comply with any terms of this  
18 Settlement Agreement, the Commissioner may institute proceedings for any and all violations  
19 otherwise resolved under this Settlement Agreement. The Commissioner reserves the right to bring  
20 any future actions against Alvarez for any and all unknown violations of the CRMLA.

21 7. Assisting Other Agencies. Nothing in this Settlement Agreement limits the  
22 Commissioner’s ability to assist any other government agency (city, county, state, or federal) with  
23 any administrative, civil, or criminal prosecution brought by that agency against Alvarez or any  
24 other person based upon any of the activities alleged in this matter or otherwise.

25 8. Headings. The headings to the paragraphs of this Settlement Agreement are inserted  
26 for convenience only and will not be deemed a part hereof or affect the construction or  
27 interpretation of the provisions hereof.  
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1           9.     Binding. This Settlement Agreement is binding on all heirs, assigns, or successors in  
2 interest.

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

13           11.    Waiver, Amendments, and Modifications. No waiver, amendment, or modification  
14 of this Settlement Agreement will be valid or binding unless it is in writing and signed by each of  
15 the parties. The waiver of any provision of this Settlement Agreement will not be deemed a waiver  
16 of any other provision. No waiver by either party of any breach of, or of compliance with, any  
17 condition or provision of this Settlement Agreement by the other party will be considered a waiver  
18 of any other condition or provision or of the same condition or provision at another time.

19           12.    Full Integration. This Settlement Agreement is the final written expression and the  
20 complete and exclusive statement of all the agreements, conditions, promises, representations, and  
21 covenants between the parties with respect to the subject matter hereof, and supersedes all prior or  
22 contemporaneous agreements, negotiations, representations, understandings, and discussions  
23 between and among the parties, their respective representatives, and any other person or entity, with  
24 respect to the subject matter covered hereby.

25           13.    Governing Law. This Settlement Agreement will be governed by and construed in  
26 accordance with California law. Each of the parties consents to the jurisdiction of a court in  
27 California, and hereby irrevocably waives, to the fullest extent permitted by law, the defense of an  
28 inconvenient forum to the maintenance of such action or proceeding in such court.

1           14.    Counterparts. This Settlement Agreement may be executed in one or more separate  
2 counterparts, each of which, when so executed, shall be deemed an original. Such counterparts shall  
3 together constitute a single document.

4           15.    Effect Upon Future Proceedings. If Alvarez applies for any license, permit, or  
5 qualification under the Commissioner’s current or future jurisdiction or is the subject of any future  
6 action by the Commissioner to enforce this Settlement Agreement, then the subject matter hereof  
7 shall be admitted for the purpose of such application or action.

8           16.    Voluntary Agreement. Alvarez enters into this Settlement Agreement voluntarily and  
9 without coercion and acknowledges that no promises, threats, or assurances have been made by the  
10 Commissioner or any officer or agent thereof about this Settlement Agreement. The parties each  
11 represent and acknowledge that he, she, or it is executing this Settlement Agreement completely  
12 voluntarily and without any duress or undue influence of any kind from any source.

13           17.    Notice. Any notice required under this Settlement Agreement shall be provided to  
14 Alvarez at Mary E. Work, Esq., 1334 Park View Avenue, Suite 100, Manhattan Beach, California  
15 90266 and mary@dredefenselawyer.com, or to the Commissioner at Samuel J. Park, Counsel,  
16 Department of Business Oversight, 320 West 4th Street, Suite 750, Los Angeles, California 90013  
17 and samuel.park@dbo.ca.gov.

18           18.    Signatures. A fax or electronic-mail signature shall be deemed the same as an  
19 original signature.

20           19.    Public Record. Alvarez hereby acknowledges that this Settlement Agreement is and  
21 will be a matter of public record.

22           20.    Effective Date. This Settlement Agreement shall become final and effective when  
23 signed by all parties and delivered by the Commissioner’s agent via electronic mail to Alvarez’s  
24 counsel, Mary Work, at mary@dredefenselawyer.com.

25           21.    Authority to Sign. Each signatory hereto covenants that he or she possesses all

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1 necessary capacity and authority to sign and enter into this Settlement Agreement and undertake the  
2 obligations set forth herein.

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Dated: June 29, 2020

MANUEL P. ALVAREZ  
Commissioner of Business Oversight

By: \_\_\_\_\_  
MARY ANN SMITH  
Deputy Commissioner

Dated: June 26, 2020

ROBERTO EDUARDO ALVAREZ

By: \_\_\_\_\_  
ROBERTO EDUARDO ALVAREZ