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10 BEFORE THE DEPARTMENT OF BUSINESS OVERSIGHT
11 OF THE STATE OF CALIFORNIA

13	In the Matter of:	)	OAH CASE NO. 2020060692
14	THE COMMISSIONER OF BUSINESS	)	NMLS LICENSE NO. 1371952
15	OVERSIGHT,	)	SETTLEMENT AGREEMENT
16	Complainant,	)	Hearing Date: July 30, 2020
17	v.	)	Hearing Time: 9:00 a.m.
18	SANDRA CARMEN MEZA,	)	Location: OAH Los Angeles
19	Respondent.	)	320 West 4th Street
20		)	Sixth floor, Suite 630
21		)	Los Angeles, CA 90013-2344
22		)	ALJ: Unassigned
23)	
24)	

25 This Settlement Agreement (the Settlement Agreement) is entered between the
26 Commissioner of Business Oversight (Commissioner) and Sandra Carmen Meza (Meza), and is
27 made with respect to the following facts.
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1 **I.**

2 **Recitals**

3 A. The Commissioner has jurisdiction over the licensing and regulation of persons
4 engaged in the business of making, servicing, or brokering residential mortgage loans, including
5 mortgage loan originators (MLO or MLOs), under the California Financing Law (CFL) (Fin. Code, §
6 22000 et seq.) and the California Residential Mortgage Lending Act (CRMLA) (Fin. Code, § 50000
7 et seq.).

8 B. On or around October 4, 2019, Meza filed an application for an MLO license with the
9 Commissioner by submitting a Form MU4 (Application) through the Nationwide Mortgage
10 Licensing System (NMLS) under Financial Code section 50140.

11 C. In submitting her application, under the heading “Criminal Disclosure” Meza
12 answered “Yes” to Question H(1) on Form MU4, which inquired about previous convictions. Meza
13 provided the following response: “I was convicted of a misdemeanor. This happened back on 2010
14 and has been resolved.”

15 D. Meza also answered “Yes” to Question K(5) which inquired about the revocation of a
16 registration or license by a state, federal, or self-regulatory agency. Meza provided the following
17 response: “My DRE license was revoked on 2012 for the incident related to the misdemeanor. I got
18 my license reinstatement 2013. Now I have my broker license since 2018.”

19 E. On or around October 29, 2019, the Commissioner created a license item in NMLS
20 instructing Meza to submit an amended application with “detailed explanations of the circumstances
21 and upload applicable legal documents” for Questions H(1) and K(5).

22 F. On or around November 6, 2019, Meza filed a Fourth Amended Application through
23 NMLS where she uploaded disclosure letters for Questions H(1) and K(5) and included reference
24 letters. Meza provided copies of her signed plea agreement, judgment and probation/commitment
25 order, and proof of satisfaction of debt from the matter of *United States of America v. Sandra Meza*
26 (*U.S. v. Meza*), Case Number 2:10-cf-00638-CAS, U.S. District Court, Central District of California.

27 G. The Commissioner’s investigation of Meza revealed that on or around May 17, 2020,
28 Meza pled guilty to a misdemeanor violation – one count of bribing a bank official under Title 18

1 United States Code (U.S.C.) section 215, subdivision (a)(1). On or around November 8, 2010, the
2 U.S. District Judge sentenced Meza to one-year probation, required Meza to pay a special assessment
3 of \$25, and to pay a fine of \$500.

4 H. On or around February 11, 2011, the Commissioner of the Department of Real Estate
5 (DRE) filed an accusation against Meza – *In the Matter of the Accusation of Sandra Meza (DRE v.*
6 *Meza)*, Case No. H-37068-LA, because her misdemeanor conviction of bribing a bank official “bears
7 a substantial relationship under Section 2910, Title 10, Chapter 6, California Code of Regulations to
8 the qualifications, functions or duties of a real estate licensee.”

9 I. On or around November 29, 2011, Administrative Law Judge N. Gregory Taylor
10 (Judge Taylor) issued a proposed decision in the matter of *DRE v. Meza*, Case No. H-37068-LA.
11 Judge Taylor found that under Title 10, CCR, section 2910, subdivision (a)(8), Meza’s conviction
12 was substantially related to the qualifications, functions and duties of a DRE licensee – “it involved
13 doing an unlawful act with the intent of conferring a financial or economic benefit upon [Meza].”
14 Judge Taylor issued an Order Revoking Meza’s DRE License.

15 J. On or around January 9, 2012, the Commissioner of DRE issued an Order Adopting
16 the Proposed Decision dated November 29, 2011 (Final Decision) in the matter of *DRE v. Meza*, Case
17 No. H-37068-LA. The Final Decision became effective on February 6, 2012.

18 K. On or around April 26, 2013, Meza petitioned for reinstatement of her salesperson
19 license with DRE. On or around November 22, 2013, the Commissioner of DRE issued an Order
20 Granting Reinstatement of Salesperson License to Meza.

21 L. On or around June 27, 2018, the Commissioner of DRE issued a broker license to
22 Meza.

23 M. The Commissioner sought to deny Meza’s MLO application under the provisions of
24 Financial Code section 22109.1 of the CFL and Financial Code sections 50141 and 50513 of the
25 CRMLA, because (1) Meza made material misstatements in her application for a license and (2)
26 Meza had not demonstrated such financial responsibility, character, and general fitness as to
27 command the confidence of the community and to warrant a determination that she will operate
28 honestly, fairly, and efficiently as a MLO.

1 N. Meza should have answered “Yes” to Questions K(1)-(2), K(4), K(6), and K(8)-(9)
2 because the Commissioner of DRE issued an Order Revoking Meza’s Salesperson License pursuant
3 to Business and Profession Code sections 490 and 10177, subdivision (b).

4 O. On or around March 23, 2020, the Commissioner issued Meza the Notice of
5 Intention to deny Meza’s MLO application, Statement of Issues, and other supporting pleadings
6 (collectively, Statement of Issues).

7 P. Under Government Code section 11506, Meza timely filed her Notice of Defense
8 with the Commissioner on or around April 2, 2020 for the purpose of requesting an administrative
9 hearing on the allegations set forth in the Statement of Issues. The administrative hearing is
10 currently set to begin trial before the Office of Administrative Hearings (OAH) on July 30, 2020,
11 OAH case number 2020060692.

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

14 **II.**

15 **Terms**

16 1. Purpose. The Settlement Agreement resolves the issues before the Commissioner
17 described above in a manner that avoids the expense of a hearing and other possible court
18 proceedings, protects consumers, is in the public interest, and is consistent with the purposes and
19 provisions of the CFL and CRMLA.

20 2. Acknowledgment. Meza acknowledges that the Commissioner issued and served her
21 with the Statement of Issues in which the Commissioner alleged Meza did not meet the minimum
22 criteria to hold a MLO license under Financial Code sections 22109.1, 50141, and 50513, as set
23 forth above.

24 3. Revocation of License. Meza agrees that for the 36-month period from the effective
25 date of the Settlement Agreement, should the Commissioner make a finding that Meza has violated
26 or is violating any provision of the CFL, the CRMLA, or any rule, regulation, or law under the
27 jurisdiction of the Commissioner, the state of California, the United States of America, and every
28 state and foreign government (and political subdivision thereof), the Commissioner may, in his

1 discretion, automatically revoke any license held by or deny any pending application(s) of Meza.
2 Meza hereby waives any notice and hearing rights to contest such revocation or denial(s) which
3 may be afforded her under the CFL, CRMLA, APA, CCP, or any other provision of law in
4 connection with this matter. Meza further expressly waives any requirement for the filing of an
5 accusation under Government Code section 11415.60, subdivision (b), in connection with the
6 Commissioner's revocation of her license under this paragraph.

7 4. Reporting Requirement. During the 36-month period from the effective date of the
8 Settlement Agreement, Meza shall report to the Commissioner within 30 days any disciplinary
9 investigations or actions against her by any licensing agencies, any criminal investigations,
10 prosecutions, or convictions against Meza, or any civil judgments against Meza. Traffic citations
11 shall be excluded.

12 5. Continuing Education. Meza agrees to annually take at least 12 hours of continuing
13 education offered by a NMLS approved vendor for the next 36 months and agrees to submit proof
14 of compliance to the Commissioner. The first report is due on July 31, 2021. The second report is
15 due on July 31, 2022. The third report is due on July 31, 2023. Should the reporting deadline fall on
16 a Saturday, Sunday, or state holiday, the report must be received by the Commissioner's agent by
17 the following business day.

18 6. Reimbursement of Litigation Costs. Meza shall reimburse the Commissioner for
19 litigation costs incurred and shall pay \$5,000.00 to the Commissioner no later than 30 days after the
20 effective date of this Settlement Agreement as defined in paragraph 26. The litigation costs must be
21 made payable in the form of a cashier's check or Automated Clearing House deposit to the
22 Department of Business Oversight and transmitted to the attention of Accounting – Litigation, at the
23 Department of Business Oversight, 1515 K Street, Suite 200, Sacramento, California 95814. Notice
24 of the payment must be concurrently sent to Vanessa T. Lu, Counsel, Department of Business
25 Oversight, 1350 Front Street, Room 2034, San Diego, California 92101.

26 7. Approval of MLO Application. The Commissioner hereby acknowledges that Meza's
27 MLO application is ready to be approved, and the Commissioner hereby agrees to approve it
28 concurrently with the execution of the Settlement Agreement.

1 8. Waiver of Hearing Rights. Meza acknowledges that the Commissioner is ready,
2 willing and able to proceed with the administrative enforcement action described above in Paragraph
3 O, and Meza hereby waives the right to a hearing, and to any reconsideration, appeal, or other right
4 to review which may be afforded pursuant to the CFL, CRMLA, the California Administrative
5 Procedure Act, the California Code of Civil Procedure, or any other provision of law; and by waiving
6 such rights, Meza effectively consents to this Agreement becoming final.

7 9. Failure to Comply with Settlement Agreement. Meza agrees that if she fails to comply
8 with the terms of this Settlement Agreement, the Commissioner may, in addition to all other available
9 remedies it may invoke under the CRMLA and CFL, summarily suspend/revoke the MLO license of
10 Meza until Meza is in compliance. Meza waives any notice and hearing rights to contest such
11 summary suspensions which may be afforded under the CFL, CRMLA, the California Administrative
12 Procedure Act, the California Code of Civil Procedure, or any other provision of law in connection
13 therewith.

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

18 11. Future Actions by Commissioner. If Meza fails to comply with any terms of the
19 Settlement Agreement, the Commissioner may institute proceedings for any and all violations
20 otherwise resolved under this Settlement Agreement. The Commissioner reserves the right to bring
21 any future actions against Meza, or any of its partners, owners, officers, shareholders, directors,
22 employees or successors for any and all unknown violations of the CFL and CRMLA.

23 12. Assisting Other Agencies. Nothing in this Consent Order limits the Commissioner's
24 ability to assist a government agency (whether city, county, state, or federal) with any administrative,
25 civil or criminal action brought by that agency against Meza or any other person based upon any of
26 the activities alleged in this matter or otherwise.

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1 13. Headings. The headings to the paragraphs of this Settlement Agreement are inserted
2 for convenience only and will not be deemed a part hereof or affect the construction or interpretation
3 of the provisions hereof.

4 14. Binding. This Settlement Agreement is binding on all heirs, assigns, and/or successors
5 in interest.

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

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

21 17. Governing Law. This Settlement Agreement will be governed by and construed in
22 accordance with California law. Each of the parties hereto consents to the jurisdiction of such court,
23 and hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient
24 forum to the maintenance of such action or proceeding in such court.

25 18. Counterparts. This Settlement Agreement may be executed in one or more separate
26 counterparts, each of which when, so executed, shall be deemed an original. Such counterparts shall
27 together constitute a single document.

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1 19. Effect Upon Future Proceedings. If Meza applies for any license, permit or
2 qualification under the Commissioner's current or future jurisdiction, or is the subject of any future
3 action by the Commissioner to enforce this Settlement Agreement, then the subject matter hereof
4 shall be admitted for the purpose of such application(s) or enforcement proceedings(s).

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

10 21. No Presumption Against Drafting Party. Each party acknowledges that it has had the
11 opportunity to draft, review, and edit the language of this Settlement Agreement. Accordingly, the
12 parties intend that no presumption for or against the drafting party will apply in construing any part of
13 this Settlement Agreement. The parties waive the benefit of Civil Code section 1654 as amended or
14 corresponding provisions of any successor statute, which provide that in cases of uncertainty,
15 language of a contract should be interpreted most strongly against the party that caused the
16 uncertainty to exist.

17 22. Independent Legal Advice. Each of the parties represents, warrants, and agrees that it
18 has received independent advice from its attorney(s) and/or representatives with respect to the
19 advisability of executing this Settlement Agreement.

20 23. Notice. Any notices required under the Settlement Agreement shall be provided to
21 each party at the following addresses:

22 To Respondent: Sandra Carmen Meza and her Attorneys of Record
23 Seth Weinstein
24 Law Offices of Seth Weinstein, P.C.
25 15260 Ventura Blvd. Suite 1200
26 Sherman Oaks, California 91403
27 sweinsteinlaw@gmail.com

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To the Commissioner: Vanessa T. Lu, Counsel
Department of Business Oversight
1350 Front Street, Room 2034
San Diego, California 92101
Vanessa.Lu@dbo.ca.gov

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

25. Public Record. Meza hereby acknowledges that this Settlement Agreement is and will be a matter of public record.

26. Effective Date. The Settlement Agreement shall become final and effective when signed by all parties and delivered by the Commissioner’s agent via e-mail to Meza at sweinsteinlaw@gmail.com.

27. Authority to Sign. Each signatory hereto covenants that he/she possesses all necessary capacity and authority to sign and enter into this Settlement Agreement and undertake the obligations set forth herein.

IN WITNESS WHEREOF, the parties hereto have approved and executed the Settlement Agreement on the dates set forth opposite their respective signatures.

MANUEL P. ALVAREZ
Commissioner of Business Oversight

Dated: July 15, 2020

By _____
MARY ANN SMITH
Deputy Commissioner
Enforcement Division

SANDRA CARMEN MEZA, Respondent

Dated: July 15, 2020

By _____
SANDRA CARMEN MEZA

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Dated: July 15, 2020

Approved as to Form and Content:

By _____
SETH WEINSTEIN, ESQ.
Counsel for Respondent Sandra Carmen Meza