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9 Attorneys for Complainant

10 BEFORE THE DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION
11 OF THE STATE OF CALIFORNIA

12 In the Matter of:)	OAH CASE NO.: 2020080615
)	
13 THE COMMISSIONER OF FINANCIAL)	NMLS LICENSE NO.: 1864073
14 PROTECTION AND INNOVATION,)	
)	SETTLEMENT AGREEMENT
15 Complainant,)	
)	Hearing Dates: November 24, 2020
16 v.)	Hearing Time: 9:00 a.m.
)	Location: OAH, Oakland
17 ROLANDO L. RAMIREZ, aka RONNIE LEE)	1515 Clay Street, Ste. 206
18 ESPARZA,)	Oakland, California 94612
)	ALJ: Unassigned
19 Respondent.)	
)	

21 This Settlement Agreement (Settlement Agreement) is entered between the
22 Commissioner of Financial Protection and Innovation (Commissioner) (on September
23 30, 2020, the Department of Business Oversight was renamed the Department of
24 Financial Protection and Innovation under AB No. 107) and Respondent, Rolando L.
25 Ramirez, aka Ronnie Lee Esparza (Ramirez), and is made with respect to the following
26 facts.

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I.

Recitals

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

B. Ramirez first applied for an MLO license with the Commissioner on October 24, 2019.

C. Ramirez’s MLO license application disclosed that Ramirez had: (1) made material misstatements in his initial real estate salesperson’s license application filed with the California Department of Real Estate (DRE), and that on July 31, 2006, Ramirez stipulated to the issuance of a restricted salesperson’s license by the DRE; (2) on March 12, 2010, Ramirez stipulated to the entry of a final judgment and permanent injunction for real estate fraud in Monterey County Superior Court action brought by the Monterey County district attorney; and (3) on September 15, 2010, Ramirez surrendered his real estate salesperson’s license to the DRE based on the final judgment and permanent injunction entered in Monterey County Superior Court.

D. The Commissioner concluded Ramirez did not meet the minimum criteria for licensure under the CFL, and that his application should be denied pursuant to Financial Code section 22109.1, subdivision (a)(3).

E. On July 14, 2020, the Commissioner issued Ramirez his Notice of Intention to deny Ramirez’s MLO application, Statement of Issues, and other supporting pleadings (collectively, Statement of Issues).

F. Ramirez timely filed his Notice of Defense with the Commissioner on August 10, and this matter is currently set for a one-day hearing on November 24, 2020, before the Office of Administrative Hearings, Oakland.

///

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

3 **II.**

4 **Terms**

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

9 2. Acknowledgment. Ramirez acknowledges that the Commissioner issued
10 and served him with the Statement of Issues in which the Commissioner alleged Ramirez
11 did not meet the minimum criteria to hold an MLO license under Financial Code section
12 22109.1, subdivision (a)(3), as set forth above.

13 3. Waiver of Hearing Rights. Ramirez agrees that the Settlement Agreement
14 shall have the effect of withdrawing his request for an administrative hearing on the
15 matter set forth herein. Ramirez acknowledges his right to an administrative hearing
16 under the CFL in connection with the Statement of Issues and hereby waives such right
17 to a hearing and to any reconsideration, appeal, or other rights which may be afforded
18 him under the CFL, the Administrative Procedure Act (APA) (Gov. Code, § 11340 et
19 seq.), the Code of Civil Procedure (CCP) (Code Civ. Proc., § 1 et seq.), or any provision
20 of law in connection with this matter.

21 4. Revocation of License. Ramirez agrees that for the 48-month period from
22 the effective date of the Settlement Agreement, should the Commissioner make a finding
23 that Ramirez has violated or is violating any provision of the CFL, the CRMLA, or any
24 rule, regulation, or law under the jurisdiction of the Commissioner, the state of California,
25 the United States of America, and every state and foreign government (and political
26 subdivision thereof), the Commissioner may, in his discretion, automatically revoke any
27 license held by or deny any pending application(s) of Ramirez. Ramirez hereby waives
28 any notice and hearing rights to contest such revocation or denial(s) which may be

1 afforded him under the CFL, CRMLA, APA, CCP, or any other provision of law in
2 connection with this matter. Ramirez further expressly waives any requirement for the
3 filing of an accusation under Government Code section 11415.60, subdivision (b), in
4 connection with the Commissioner's revocation of his license under this paragraph.

5 5. Reporting Requirement. During the 48-month period from the effective
6 date of the Settlement Agreement, Ramirez shall report to the Commissioner within 30
7 days any disciplinary investigations or actions against him by any licensing agencies,
8 any criminal investigations, prosecutions, or convictions against Ramirez, or any civil
9 judgments against Ramirez. Traffic citations shall be excluded.

10 6. Continuing Education. Ramirez agrees to annually take at least 16 hours
11 of continuing education offered by a NMLS approved vendor for the next 48 months and
12 agrees to submit proof of compliance to the Commissioner. Proof of annual compliance
13 shall be submitted to the Commissioner's agent not later than December 31 of each year.
14 Should the reporting deadline fall on a Saturday, Sunday, or state holiday, the report
15 must be received by the Commissioner's agent by the following business day.

16 7. Remedy for Breach. Ramirez acknowledges and agrees that his failure to
17 satisfy the reporting requirement under paragraph 5., above, or his failure to satisfy the
18 continuing education requirement under paragraph 6., above, shall be deemed a breach
19 and cause for the Commissioner to immediately revoke any license held by or deny any
20 pending application(s) of Ramirez. Ramirez hereby waives any notice and hearing rights
21 to contest such revocation or denial(s) which may be afforded him under the CFL,
22 CRMLA, APA, CCP, or any other provision of law in connection with this matter.
23 Ramirez further expressly waives any requirement for the filing of an accusation under
24 Government Code section 11415.60, subdivision (b), in connection with the
25 Commissioner's revocation of his license under this paragraph.

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

1 9. Full and Final Settlement. The parties hereby acknowledge and agree that
2 the Settlement Agreement is intended to constitute a full, final, and complete resolution
3 of Ramirez’s alleged violations of the CFL as identified herein. No further proceedings
4 or actions will be brought by the Commissioner in connection with this matter, or any
5 other provision of law, excepting any proceeding to enforce compliance with the terms
6 of the Settlement Agreement.

7 10. Information Willfully Withheld. The Settlement Agreement may be
8 revoked, and the Commissioner may pursue any and all remedies under the CFL and
9 CRMLA against Ramirez if the Commissioner discovers Ramirez knowingly or willfully
10 withheld information use for and relied upon by the Commissioner in the Settlement
11 Agreement.

12 11. Assisting Other Agencies. The parties further acknowledge and agree that
13 nothing in the Settlement Agreement shall limit the Commissioner’s ability to assist any
14 other agency (city, county, state, or federal) with any prosecution, administrative, civil,
15 or criminal, brought by any such agency against Ramirez or any other person based upon
16 any of the activities alleged in this matter or otherwise.

17 12. Binding. The Settlement Agreement is binding on all heirs, assigns, or
18 successors in interest.

19 13. Independent Legal Advice. Each of the parties represents, warrants, and
20 agrees that he, she, or it has received independent advice from its attorney(s) or
21 representative(s) with respect to the advisability of executing the Settlement Agreement.

22 14. Counterparts. The parties agree that the Settlement Agreement may be
23 executed in one or more separate counterparts, each of which shall be deemed an original
24 when so executed. Such counterparts shall together constitute and be one and the same
25 instrument.

26 15. Waiver, Modification, and Qualified Integration. The waiver of any
27 provision of the Settlement Agreement shall not operate to waive any other provision set
28 forth herein. No waiver, amendment, or modification of the Settlement Agreement shall

1 be valid or binding to any extent unless it is in writing and signed by all the parties
2 affected by it.

3 16. Headings and Governing Law. The headings to the paragraphs of the
4 Settlement Agreement are inserted for convenience only and will not be deemed a part
5 hereof or affect the construction or interpretation of the provisions hereof. The
6 Settlement Agreement shall be construed and enforced in accordance with and governed
7 by California law.

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

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

27 19. Voluntary Agreement. Ramirez enters into the Settlement Agreement
28 voluntarily and without coercion and acknowledges that no promises, threats, or

1 assurances have been made by the Commissioner, or any officer or agent thereof, about
2 the Settlement Agreement.

3 20. Effective Date. The Settlement Agreement shall become final and
4 effective when signed by all parties and delivered by the Commissioner’s agent via e-
5 mail to Ramirez at kathleenmorgan@pacbell.net.

6 21. Notice. Any notice required under the Settlement Agreement shall be
7 provided to each party at the following addresses:

8 If to Respondent to: Rolando L. Ramirez, aka Ronnie Lee Esparza
9 166 Sutton Way
10 Salinas, California 93906

11 With copy to: Kathleen L. Morgan, Esq.
12 Law Office of Kathleen L. Morgan
13 100 Pine Street, Suite 1250
14 San Francisco, California 94111

15 If to the Commissioner to: Blaine A. Noblett, Senior Counsel
16 Department of Financial Protection and Innovation
17 320 W. 4th Street, Suite 750
18 Los Angeles, California 90013-2344

19 22. Authority to Execute. Each signatory hereto covenants that he/she
20 possesses all necessary capacity and authority to sign and enter into the Settlement
21 Agreement.

22 [Signature page to follow]
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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 Financial
Protection and Innovation

Dated: October 22, 2020

By _____
MARY ANN SMITH
Deputy Commissioner
Enforcement Division

ROLANDO L. RAMIREZ, aka RONNIE
LEE ESPARZA, Respondent

Dated: October 21, 2020

By _____
ROLANDO L. RAMIREZ, aka RONNIE
LEE ESPARZA