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8 BEFORE THE DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION
9 OF THE STATE OF CALIFORNIA

11 In the Matter of:) NMLS NO.: 1448671
12 THE COMMISSIONER OF FINANCIAL)
PROTECTION AND INNOVATION,) STIPULATION TO WITHDRAWAL OF
13) APPLICATION
14 Complainant,)
15 v.)
16 TIMOTHY STEWART CATELLIER,)
Respondent.)
17)

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19 This Stipulation is entered into between Respondent Timothy Stewart Catellier (Catellier)
20 and Complainant, the Commissioner of Financial Protection and Innovation (Commissioner), and is
21 made with respect to the following facts:

22 I.

23 **RECITALS**

24 A. The Commissioner is authorized to administer and enforce the provisions of the
25 California Financing Law (Fin. Code, § 22000 et seq.) (CFL) and the California Residential
26 Mortgage Lending Act (Fin. Code, § 50000 et seq.) (CRMLA), and the rules and regulations
27 promulgated thereunder.

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1 B. On or about July 10, 2020, Catellier submitted an individual MU4 License Form
2 (MU4) to the Department of Financial Protection and Innovation¹ (Department), through the
3 Nationwide Multistate Licensing System² (NMLS), seeking licensure as a mortgage loan originator
4 (MLO).

5 C. On November 23, 2020, the Commissioner issued a Notice of Intention to Deny
6 Application for Mortgage Loan Originator License and a corresponding Statement of Issues
7 (together, Statement of Issues).

8 D. On or around December 2, 2020, Catellier, through NMLS, submitted a request to
9 withdraw his MLO license application.

10 E. On or around December 7, 2020, Catellier timely submitted a request for an
11 administrative hearing regarding the Statement of Issues.

12 F. The Commissioner finds that entering into this Stipulation is in the public interest and
13 consistent with the purposes fairly intended by the policy and provisions of the CFL and CRMLA.

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

16 **II.**

17 **TERMS AND CONDITIONS**

18 1. Purpose. It is the intention and desire of the parties to resolve this matter without the
19 necessity of a hearing or other litigation for the purpose of judicial economy and expediency, and to
20 avoid the expense of a hearing, and possible further court proceedings.

21 2. Withdrawal of Hearing Request. Catellier hereby withdraws his request for an
22 administrative hearing regarding the Statement of Issues, made on or around December 7, 2020.

23 3. Withdrawal of Application. The Commissioner hereby consents to Catellier’s request
24 to withdraw his MLO license application. In consideration of the Commissioner’s consent to the

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27 ¹ At the time, the name of the agency was the Department of Business Oversight. On September 30,
28 2020, the Department of Business Oversight was renamed as the Department of Financial Protection
and Innovation.

² NMLS is a web-based platform for regulatory agencies to administer initial license applications
and ongoing compliance requirements.

1 application withdrawal, Catellier agrees that he will not apply for a further MLO license through the
2 Department for a period of twelve months from the Effective Date of this Stipulation.

3 4. Waiver of Hearing Rights. Catellier agrees that in the event he applies for a further
4 MLO license with the Department prior to the expiration of the twelve-month period set forth herein,
5 such application shall be deemed automatically denied. In connection with any such automatic
6 denial, Catellier hereby waives his right to any reconsideration, appeal or other rights which may be
7 afforded under the CFL, the CRMLA, the Administrative Procedure Act (APA) (Govt. Code,
8 § 11370 et seq.), the Code of Civil Procedure (Code of Civ. Pro., § 1 et seq.), or any other provision
9 of law in connection with these matters.

10 5. Stipulation Coverage. The parties further acknowledge that this Stipulation is
11 intended to constitute a full, final, and complete resolution of the matter set forth herein.

12 6. Independent Legal Advice. Each of the parties represents, warrants, and agrees that it
13 has received independent advice from their attorneys or representatives with respect to the
14 advisability of executing this Stipulation.

15 7. Reliance. Each of the parties represents, warrants, and agrees that in executing this
16 Stipulation they have relied solely on the statements set forth herein and the advice of their own
17 counsel. Each of the parties further represents, warrants, and agrees that in executing this Stipulation
18 it has placed no reliance on any statement, representation, or promise of any other party, or any other
19 person or entity not expressly set forth in this Stipulation, or on the failure of any party or any other
20 person or entity to make any statement, representation or disclosure of anything whatsoever. The
21 parties have included this clause: (1) to preclude any claim that any party was in any way
22 fraudulently induced to execute this Stipulation; and (2) to preclude the introduction of parol
23 evidence to vary, interpret, supplement, or contradict the terms of the Stipulation.

24 8. Full Integration. This Stipulation is the final written expression and the complete and
25 exclusive statement of all agreements, conditions, promises, representations, and covenants between
26 the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous
27 agreements, negotiations, representations, understandings, and discussions between and among the

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1 parties, their respective representatives, and any other person or entity, with respect to the subject
2 matter covered by the Stipulation.

3 9. No Presumption from Drafting. In that the parties have had the opportunity to draft,
4 review and edit the language of this Stipulation, no presumption for or against any party arising out
5 of drafting all or any part of this Stipulation will be applied in any action relating to, connected, to,
6 or involving this Stipulation. Accordingly, the parties waive the benefit of Civil Code section 1654
7 and any successor or amended statute, providing that in cases of uncertainty, language of a contract
8 should be interpreted most strongly against the party who caused the uncertainty to exist.

9 10. Headings and Governing Law. The headings to the paragraphs of this Stipulation are
10 inserted for convenience only and will not be deemed a part hereof or affect the construction or
11 interpretation of the provisions of the Stipulation.

12 11. Voluntary Agreement. Catellier enters into this Stipulation voluntarily and without
13 coercion and acknowledges that no promises, threats, or assurances have been made by the
14 Commissioner or any officer, or agent thereof, about this Stipulation.

15 12. Waiver. The waiver of any provision of this Stipulation shall not operate to waive
16 any other provision set forth herein, and any waiver, amendment, or change to the terms of this
17 Stipulation must be in writing and signed by the parties.

18 13. Counterparts. The parties agree that this Stipulation may be executed in one or more
19 counterparts, each of which, when so executed shall be deemed an original. A facsimile or scanned
20 signature shall be deemed the same as an original signature. Such counterparts together constitute
21 one document.

22 14. Capacity. Each signatory hereto covenants that he or she possesses all necessary
23 capacity and authority to sign and enter into this Stipulation.

24 15. Effective Date. This Stipulation shall become effective (Effective Date) when signed
25 and delivered by all parties.

26 16. Public Record. Catellier hereby acknowledges that the Statement of Issues and this
27 Stipulation are and will be a matter of public record.

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1 17. Notice. Any notices required under this Stipulation shall be provided to each party at
2 the following addresses:

3 If to Catellier to: Timothy Stewart Catellier
4 12366 W. Glenrosa Ave.
5 Avondale, AZ 85392
6 timcatellier1@gmail.com

7 If to the Commissioner to: Taylor Steinbacher, Counsel
8 Department of Financial Protection and Innovation
9 320 W. 4th Street, Suite 750
10 Los Angeles, CA 90013-2344

11 Dated: December 10, 2020 MANUEL P. ALVAREZ
12 Commissioner of Financial Protection and Innovation

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14 By _____
15 MARY ANN SMITH
16 Deputy Commissioner

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18 Dated: December 10, 2020 By _____
19 TIMOTHY STEWART CATELLIER, an individual
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