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

12 In the Matter of:) NMLS LICENSE NO. 1008035
13)
14 THE COMMISSIONER OF FINANCIAL) CONSENT ORDER
PROTECTION AND INNOVATION,)
15)
Complainant,)
16 v.)
17 MIKE REZA AHMARI,)
18 Respondent.)
19)
20)
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22)
23)
24)

25 This Consent Order (the Consent Order) is entered between the Commissioner of Financial
26 Protection and Innovation (Commissioner) and Mike Reza Ahmari (Ahmari) and is made with
27 respect to the following 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. On August 3, 2020, Ahmari applied for an MLO license with the Commissioner.

C. Ahmari’s MLO license application disclosed the following: (i) Ahmari was the principal, owner, and CEO of Bridge Capital Corporation, a residential mortgage lender licensed by the California Department of Real Estate (DRE) and the state of Washington (Department of Financial Institutions or DFI). On or about April 14, 2009, based upon violations of the Washington Consumer Loan Act, which included Bridge Capital’s failure to properly surrender its license to the DFI, the state of Washington revoked Bridge Capital’s consumer lender’s license and imposed investigative costs, penalties, fines, and an order of restitution against both Bridge Capital and Ahmari, jointly and severally; (ii) on or about March 22, 2011, on the basis of the DFI’s action, the DRE revoked the real estate broker’s licenses issued to Ahmari and Bridge Capital; (iii) the DFI entered into a stipulation with Ahmari on December 14, 2012, whereby Ahmari agreed to satisfy his financial obligations under the DFI’s April 14, 2009 order by paying the DFI investigative costs, penalties, fines, and restitution; and (iv) on May 30, 2014, the DRE denied Ahmari’s petition seeking the reinstatement of his broker’s license.

NOW, THEREFORE, in consideration of the foregoing, and the terms and conditions contained herein, the Commissioner and Ahmari agree as follows.

II.

Terms

1. Purpose. The Consent Order resolves the issues before the Commissioner described above in the Recitals in a manner that avoids the expense of a hearing and other possible court

1 proceedings, protects consumers, is in the public interest, and is consistent with the purposes and
2 provisions of the CFL and CRMLA.

3 2. Waiver of Hearing Rights. Ahmari acknowledges that the Commissioner is ready,
4 willing, and able to proceed with the filing of an administrative enforcement action on the findings
5 described in the Recitals above. Ahmari hereby waives the right to any hearings, and to any
6 reconsideration, appeal, or other right to review which may be afforded pursuant to the CFL, the
7 CRMLA, the Administrative Procedure Act (APA), the Code of Civil Procedure (CCP), or any other
8 provision of law. By waiving such rights, Ahmari effectively agrees that the Consent Order is final.

9 3. Approval of MLO Application. The Commissioner hereby acknowledges that
10 Ahmari's MLO license application is ready to be approved, and the Commissioner hereby agrees to
11 approve it concurrently with the execution of the Consent Order.

12 4. Probationary Period. Ahmari agrees that for the 12-month period from the effective
13 date of the Consent Order, should the Commissioner make a finding that Ahmari has violated or is
14 violating any provision of the CFL, the CRMLA, or any rule, regulation, or law under the
15 jurisdiction of the Commissioner, the state of California, the United States of America, and every
16 state and foreign government (and political subdivision thereof), the Commissioner may, in his
17 discretion, automatically revoke any license held by or deny any pending application(s) of Ahmari
18 (the Probationary Period). Ahmari hereby waives any notice and hearing rights to contest such
19 revocation or denial(s) which may be afforded him under the CFL, CRMLA, APA, CCP, or any
20 other provision of law in connection with this matter. Ahmari further expressly waives any
21 requirement for the filing of an accusation under Government Code section 11415.60, subdivision
22 (b), in connection with the Commissioner's revocation of his license under this paragraph.
23 Ahmari filed with the DRE a petition for the reinstatement of his broker's license in or about
24 August 2020, DRE case number H-36274 LA. Should the DRE deny Ahmari's petition for
25 reinstatement, the denial would not give the Commissioner cause to invoke this paragraph or
26 grounds to revoke Ahmari's MLO license granted under the Consent Order.

27 5. Reporting Requirement. During the Probationary Period, Ahmari shall report to the
28 Commissioner within 30 days any disciplinary investigations or actions against him by any

1 licensing agencies, any criminal investigations, prosecutions, or convictions against Ahmari, or any
2 civil judgments against Ahmari. Traffic citations shall be excluded.

3 6. Continuing Education. On or before December 31, 2021, Ahmari shall take at least
4 four hours of continuing education in addition to the eight hours required under Financial Code
5 sections 22109.5 and 50145. In accordance with subdivision (b) of sections 22109.5 and 50145,
6 courses and course providers must be approved by the Nationwide Mortgage Licensing System and
7 Registry (NMLS). Ahmari shall submit a report of compliance to the Commissioner no later than
8 January 7, 2022.

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

18 8. Full and Final Settlement. The parties hereby acknowledge and agree that the
19 Consent Order is intended to constitute a full, final, and complete resolution of Ahmari's violations
20 of the CFL and CRMLA as identified herein. No further proceedings or actions will be brought by
21 the Commissioner in connection with this matter, or any other provision of law, excepting any
22 proceeding to enforce compliance with the terms of the Consent Order.

23 9. Information Willfully Withheld. The Consent Order may be revoked, and the
24 Commissioner may pursue any and all remedies under the CFL and CRMLA against Ahmari if the
25 Commissioner discovers Ahmari knowingly or willfully withheld information used for and relied
26 upon in the Consent Order.

27 10. Assisting Other Agencies. The parties further acknowledge and agree that nothing in
28 the Consent Order shall limit the Commissioner's ability to assist any other agency (city, county,

1 state, or federal) with any prosecution, administrative, civil, or criminal, brought by any such
2 agency against Ahmari or any other person based upon any of the activities alleged in this matter or
3 otherwise.

4 11. Binding. The Consent Order is binding on all heirs, assigns, or successors in interest.

5 12. Independent Legal Advice. Each of the parties represents, warrants, and agrees that
6 he, she, or it has received independent advice from its attorney(s) or representative(s) with respect
7 to the advisability of executing the Consent Order.

8 13. Counterparts. The parties agree that the Consent Order may be executed in one or
9 more separate counterparts, each of which shall be deemed an original when so executed. Such
10 counterparts shall together constitute and be one and the same instrument.

11 14. Waiver, Modification, and Qualified Integration. The waiver of any provision of the
12 Consent Order shall not operate to waive any other provision set forth herein. No waiver,
13 amendment, or modification of the Consent Order shall be valid or binding to any extent unless it is
14 in writing and signed by all the parties affected by it.

15 15. Headings and Governing Law. The headings to the paragraphs of the Consent Order
16 are inserted for convenience only and will not be deemed a part hereof or affect the construction or
17 interpretation of the provisions hereof. The Consent Order shall be construed and enforced in
18 accordance with and governed by California law.

19 16. Full Integration. Each of the parties represents, warrants, and agrees that in executing
20 the Consent Order he, she, or it has relied solely on the statements set forth herein and the advice of
21 its own counsel. Each of the parties further represents, warrants, and agrees that in executing the
22 Consent Order he, she, or it has placed no reliance on any statement, representation, or promise of
23 any other party, or any other person or entity not expressly set forth herein, or upon the failure of
24 any party or any other person or entity to make any statement, representation, or disclosure of
25 anything whatsoever. The parties have included this clause (1) to preclude any claim that any party
26 was in any way fraudulently induced to execute the Consent Order and (2) to preclude the
27 introduction of parol evidence to vary, interpret, supplement, or contradict the terms of the Consent
28 Order.

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

8 18. Voluntary Agreement. Ahmari enters into the Consent Order voluntarily and without
9 coercion and acknowledges that no promises, threats, or assurances have been made by the
10 Commissioner, or any officer or agent thereof, about the Consent Order.

11 19. Effective Date. The Consent Order shall become final and effective when signed by
12 all parties and delivered by the Commissioner’s agent via e-mail to Ahmari at
13 mike@bluelevenmtg.com.

14 20. Notice. Any notice required under the Consent Order shall be provided to each party at
15 the following addresses:

16 If to Respondent to: Mike Reza Ahmari
17 Blueleven Capital Corporation
18 10 Plaza Square, Suite 200
19 Irvine, California 92618

20 If to the Commissioner to: Blaine A. Noblett, Senior Counsel
21 Department of Financial Protection and Innovation
22 320 W. 4th Street, Suite 750
23 Los Angeles, California 90013-2344

24 21. Authority to Execute. Each signatory hereto covenants that he or she possesses all
25 necessary capacity and authority to sign and enter into the Consent Order.

26 [Signatures to follow]

1 IN WITNESS WHEREOF, the parties hereto have approved and executed the Consent Order
2 on the dates set forth opposite their respective signatures.

3 MANUEL P. ALVAREZ
4 Commissioner of Financial Protection &
5 Innovation

6 Dated: February 5, 2021

7 By _____
8 MARY ANN SMITH
9 Deputy Commissioner
10 Enforcement Division

11 MIKE REZA AHMARI, Respondent

12 Dated: February 4, 2021

13 By _____
14 MIKE REZA AHMARI

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