

1 MARY ANN SMITH
Deputy Commissioner
2 SEAN ROONEY
Assistant Chief Counsel
3 TAYLOR STEINBACHER (State Bar No. 285335)
Senior Counsel
4 Department of Financial Protection and Innovation
320 West 4th Street, Suite 750
5 Los Angeles, California 90013-2344
Telephone: (213) 576-7632
6 Facsimile: (213) 576-7181

7 Attorneys for Complainant

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

11 In the Matter of:) NMLS NO.: 1957726
12 THE COMMISSIONER OF FINANCIAL)
13 PROTECTION AND INNOVATION,) STIPULATION TO LICENSE SURRENDER
14 Complainant,)
15 v.)
16 OMAR BLANCO-GOMEZ,)
17 Respondent.)

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19 This Stipulation is entered into between Respondent Omar Blanco-Gomez (Blanco-Gomez)
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. Blanco-Gomez is a mortgage loan originator (MLO) licensed by the Commissioner
2 pursuant to the CFL and the CRMLA. Blanco-Gomez has been licensed as an MLO in California
3 since on or about May 13, 2020.

4 C. On February 23, 2021, Blanco-Gomez submitted an amended MU4 License Form
5 (MU4) to the Department of Financial Protection and Innovation (Department), through the
6 Nationwide Multistate Licensing System (NMLS).¹ That amendment changed his response to
7 Criminal Disclosure Question (F)(1) from “No” to “Yes.”

8 D. MU4 Criminal Disclosure Question (F)(1) asks the applicant: “Have you ever been
9 convicted of or pled guilty or nolo contendere (“no contest”) in a domestic, foreign, or military court
10 to any felony?”

11 E. In his explanation regarding his change in answer to this question, Blanco-Gomez
12 admitted that he pled guilty to “a class 6 undesignated felony” for theft in Arizona at some time after
13 August 2020.

14 F. On October 9, 2020, Blanco-Gomez signed a Waiver of Preliminary Hearing with
15 Plea Agreement (Plea Agreement) relating to Case Number CR2020-128485-001 in the Superior
16 Court of the State of Arizona in and for the County of Maricopa. The Plea Agreement notes that
17 Blanco-Gomez was initially charged in that case with one felony count of “fraudulent schemes and
18 artifices,” a class 2 felony, and three felony counts of “taking the identity of another,” a class 4
19 felony, for conduct occurring in July 2018. Pursuant to the Plea Agreement, Blanco-Gomez instead
20 pled guilty to one count of “Theft (13-1802A), a Class 6 Non-Dangerous Undesignated Felony.”

21 G. Blanco provided no explanation as to why it took over four months to update the
22 Department regarding his felony guilty plea.

23 H. Also on February 23, 2021, the Department received a Sponsorship Removal Request
24 from Blanco-Gomez’s employer and MLO license sponsor Quicken Loans, LLC (Quicken).
25 Quicken listed its reason for removing Blanco-Gomez’s sponsorship as “Discharged.”

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28 ¹ NMLS is a web-based platform for regulatory agencies to administer initial license applications and ongoing compliance requirements.

1 I. On February 26, 2021, the Commissioner placed licensing deficiency items² on
2 Blanco-Gomez’s NMLS account: (1) notifying Blanco-Gomez that he currently has no sponsor for
3 his MLO license; and (2) requesting that Blanco-Gomez confirm if his separation from Quicken
4 resulted from any of the reasons in the Termination Disclosure Questions (Q)(1) and (Q)(2).

5 J. MU4 Termination Disclosure Questions (Q)(1) and (Q)(2) ask:
6 Have you ever voluntarily resigned, been discharged, or permitted to resign after
7 allegations were made that accused you of:

- 8 (1) violating statute(s), regulation(s), rule(s), or industry standards of conduct?
9 (2) fraud, dishonesty, theft, or wrongful taking of property?

10 K. To date, Blanco-Gomez has not responded to the Commissioner’s inquiries about
11 these licensing deficiency items.

12 L. On March 8, 2021, the Idaho Department of Finance (IDF) entered into a consent
13 order with Blanco-Gomez allowing him to surrender his MLO license in that state in light of his
14 failure to disclose his felony conviction as described in Paragraph F.

15 M. MU4 Regulation Action Questions (K)(1), (K)(8), and (K)(9) ask:
16 Has any State or federal regulatory agency or foreign financial regulatory
17 authority or self-regulatory organization (SRO) ever:
18 (1) found you to have made a false statement or omission or been dishonest,
19 unfair or unethical? [¶]
20 (8) issued a final order against you based on violations of any law or regulations
21 that prohibit fraudulent, manipulative, or deceptive conduct?
22 (9) entered an order concerning you in connection with any license or
23 registration?

24 N. To date, Blanco-Gomez has not amended his answers to these questions to reflect the
25 consent order he entered into with the IDF.

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27 ² A “license item” is a request from a regulator such as DFPI on the NMLS website to a licensee or
28 applicant to respond to a question or take an action. The NMLS website automatically generates an
email to the licensee or applicant directing the person to check the NMLS website for the license
item.

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

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

5 **II.**

6 **TERMS AND CONDITIONS**

7 1. Purpose. This Stipulation resolves the issues before the Commissioner in a manner
8 that avoids the expense of a hearing and other possible court proceedings, protects consumer, is in
9 the public interest, and in consistent with the purposes and provisions of the CFL and CRMLA.

10 2. License Surrender. Blanco-Gomez hereby agrees, as a resolution to this matter, to
11 voluntarily surrender his MLO license, which was issued by the Commissioner on or about May 13,
12 2020. No later than seven calendar days after the Effective Date of this Stipulation as defined in
13 paragraph 21, Blanco-Gomez shall complete all necessary steps to surrender his MLO license to the
14 Commissioner.

15 3. Waiver of Hearing Rights. Blanco-Gomez acknowledges that the Commissioner is
16 ready, willing, and able to proceed with the filing of an administrative enforcement action on the
17 findings contained in this Stipulation. Blanco-Gomez hereby waives the right to any hearing, and to
18 any reconsideration, appeal, or other right to review which may be afforded pursuant to the CFL, the
19 CRMLA, the California Administrative Procedure Act (APA) (Govt. Code, § 11370 et seq.), the
20 California Code of Civil Procedure (CCP) (Code of Civ. Pro., § 1 et seq.), or any other provision of
21 law. Blanco-Gomez further expressly waives any requirement for the filing of an Accusation
22 pursuant to Government Code section 11415.60, subdivision (b). By waiving such rights, Blanco-
23 Gomez effectively consents to this Stipulation becoming final.

24 4. Consideration. In consideration of the Commissioner’s consent to the license
25 surrender, Blanco-Gomez agrees that he will not apply for a further MLO license through the
26 Department for a period of two years from the Effective Date of this Stipulation.

27 5. Failure to Comply. Blanco-Gomez agrees that in the event he applies for a further
28 MLO license with the Department prior to the expiration of the two-year period set forth herein,

1 such application shall be deemed automatically denied. In connection with any such automatic
2 denial, Blanco-Gomez hereby waives his right to any reconsideration, appeal or other rights which
3 may be afforded under the CFL, the CRMLA, the APA, CCP, or any other provision of law in
4 connection with these matters.

5 6. Full and Final Settlement. The parties further acknowledge that this Stipulation is
6 intended to constitute a full, final, and complete resolution of the matter set forth herein.

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

10 8. Future Actions by Commissioner. If Blanco-Gomez fails to comply with any terms
11 of this Stipulation, the Commissioner may institute proceedings for any and all violations otherwise
12 resolved under this Stipulation. The Commissioner reserves the right to bring any future actions
13 against Blanco-Gomez, for any and all unknown violations of the CFL or the CRMLA.

14 9. Assisting Other Agencies. Nothing in this Stipulation limits the Commissioner’s
15 ability to assist a government agency (whether city, county, state, or federal) with any
16 administrative, civil or criminal action brought by that agency against Blanco-Gomez or any other
17 person based upon any of the activities alleged in this matter or otherwise.

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

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

3 12. Waiver, Amendments, and Modifications. No waiver, amendment, or modification of
4 this Stipulation will be valid or binding unless it is in writing and signed by each of the parties. The
5 waiver of any provision of this Stipulation will not be deemed a waiver of any other provision. No
6 waiver by either party of any breach of, or of compliance with, any condition or provision of this
7 Stipulation by the other party will be considered a waiver of any other condition or provision or of
8 the same condition or provision at another time.

9 13. Full Integration. This Stipulation is the final written expression and the complete and
10 exclusive statement of all agreements, conditions, promises, representations, and covenants between
11 the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous
12 agreements, negotiations, representations, understandings, and discussions between and among the
13 parties, their respective representatives, and any other person or entity, with respect to the subject
14 matter covered by the Stipulation.

15 14. Governing Law. This Stipulation will be governed by and construed in accordance
16 with California law. Each of the parties hereto consents to the jurisdiction of such court, and hereby
17 irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to
18 the maintenance of such action or proceeding in such court.

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

23 16. Voluntary Agreement. Blanco-Gomez enters into this Stipulation voluntarily and
24 without coercion and acknowledges that no promises, threats or assurances have been made by the
25 Commissioner or any officer, or agent thereof, about this Stipulation. The parties each represent and
26 acknowledge that he, she or it is executing this Stipulation completely voluntarily and without any
27 duress or undue influence of any kind from any source.
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1 17. Effect Upon Future Proceedings. If Blanco-Gomez 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 Stipulation, then the subject matter hereof shall be
4 admitted for the purpose of such application(s) or enforcement proceedings(s).

5 18. Notice. Any notices required under this Stipulation shall be provided to each party at
6 the following addresses:

7 If to Blanco-Gomez to: Omar Blanco-Gomez
8 7614 N. 51st Dr.
9 Glendale, AZ 85301
 oblancogomez@gmail.com

10 If to the Commissioner to: Taylor Steinbacher, Senior Counsel
11 Department of Financial Protection and Innovation
12 320 W. 4th Street, Suite 750
13 Los Angeles, CA 90013-2344
 Taylor.Steinbacher@dfpi.ca.gov

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

16 20. Public Record. Blanco-Gomez hereby acknowledges that this Stipulation is and will
17 be a matter of public record.

18 21. Effective Date. This Stipulation shall become final and effective when signed by all
19 parties and delivered by the Commissioner’s agent via e-mail to oblancogomez@gmail.com.

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1 22. Authority to Sign. Each signatory hereto covenants that he/she possesses all
2 necessary capacity and authority to sign and enter into this Stipulation and undertake the obligations
3 set forth herein.

4 Dated: April 7, 2021

MANUEL P. ALVAREZ
Commissioner of Financial Protection and Innovation

7 By _____
8 MARY ANN SMITH
9 Deputy Commissioner

11 Dated: March 31, 2021

By _____
OMAR BLANCO-GOMEZ, an individual