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

12 In the Matter of:)	OAH CASE NO.: 2021030893
)	
13 THE COMMISSIONER OF FINANCIAL)	NMLS LICENSE NO.: 1005201
14 PROTECTION AND INNOVATION,)	
)	SETTLEMENT AGREEMENT
15 Complainant,)	
)	Hearing Dates: August 2-3, 2021
16 v.)	Hearing Time: 9:00 a.m.
)	Location: 320 West 4th Street, Suite 630
17 GEORGE T. HAWATMEH,)	Los Angeles, CA 90013-2344
)	(916) 245-8850
18 Respondent.)	Conf. ID: 849 705 808#
)	Judge: Unassigned
)	
)	

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22 This Settlement Agreement (Settlement Agreement) is entered between the
23 Commissioner of Financial Protection and Innovation (Commissioner) and Respondent
24 George T. Hawatmeh (Hawatmeh) (collectively, the Parties) and is made with respect to
25 the following facts.

26 I.

27 RECITALS

28 A. The Commissioner has jurisdiction over the licensing and regulation of

1 persons and entities engaged in the business of lending and servicing residential mortgage
2 loans under the California Financing Law (CFL) (Fin. Code, § 20000 et seq.), including
3 mortgage loan originators (MLOs). The Commissioner is authorized to administer the
4 CFL and the rules and regulations promulgated in title 10 of the California Code of
5 Regulations (CCR).

6 B. The Commissioner has continuous authority to exercise the powers set
7 forth in the CFL whether or not any license has been issued, or if issued, has been
8 surrendered, suspended, or revoked. (Fin. Code, § 22705.)

9 C. An MLO license remains in effect until surrendered, revoked, or
10 suspended. (See Fin. Code, §22700, subd. (b).)

11 D. Respondent Hawatmeh applied for and obtained a mortgage loan originator
12 (MLO) license with the Commissioner. Hawatmeh first received his MLO license from
13 the Commissioner on May 5, 2019.

14 E. Hawatmeh was employed and sponsored by Best Finance Capital, Inc., a
15 CFL-licensed lender.

16 F. In 2020, Hawatmeh failed to renew his MLO license during the license
17 renewal period, November 1 through December 31, and the license lapsed as of January 1,
18 2021.

19 G. The Commissioner learned, after having granted Hawatmeh his MLO
20 license, that Hawatmeh had made a material misstatement in his initial MU4 license
21 application filed with the Commissioner. A further review of Hawatmeh's background
22 disclosed that Hawatmeh did not meet the financial responsibility, character, and general
23 fitness requirements of an MLO licensed under the CFL.

24 H. On February 26, under the provisions of Financial Code sections 22109.1,
25 22172, and CCR section 1422.6.2 of the CFL, the Commissioner issued a notice of
26 intention and accusation (Accusation) to revoke Hawatmeh's MLO license because: (1)
27 Hawatmeh withheld information and made material misstatements in his application for a
28 license and (2) Hawatmeh failed to demonstrate such financial responsibility, character,

1 and general fitness as to command the confidence of the community and to warrant a
2 determination that he will operate honestly, fairly, and efficiently as an MLO when
3 Hawatmeh twice filed for bankruptcy protection; was the subject of a civil judgment for
4 fraud; was the subject of federal and state tax liens; and was the subject of the
5 Commissioner’s desist and refrain order for Hawatmeh’s unlicensed mortgage broker
6 activity.

7 I. The Commissioner personally served Hawatmeh with the Accusation on
8 March 8.

9 J. On March 24, under Government Code section 11506, Hawatmeh timely
10 filed his Notice of Defense with the Commissioner for the purpose of requesting an
11 administrative hearing in connection with the Accusation. The administrative hearing is
12 currently set to begin trial before the Office of Administrative Hearings, Los Angeles
13 (OAH) on August 2-3, 2021, OAH case number 2021030893.

14 K. Hawatmeh neither admits nor denies any of the findings contained in the
15 Accusation.

16 L. The Commissioner finds that entering into this Settlement Agreement is in
17 the public interest, protects consumers, and is consistent with the purposes fairly intended
18 by the policies and provisions of the CFL.

19 NOW, THEREFORE, in consideration of the foregoing and the terms and
20 conditions set forth herein, the Parties agree as follows.

21 II.

22 TERMS AND CONDITIONS

23 1. Purpose. The Parties have entered into this Settlement Agreement to
24 resolve the matter described in the Recitals, for the purpose of judicial economy and
25 expedience, and to avoid the expense of a hearing, and further court proceedings.

26 2. Waiver of Hearing Rights. Hawatmeh agrees that this Settlement
27 Agreement shall have the effect of withdrawing his request for an administrative hearing
28 on the matter described in the Recitals above. Hawatmeh acknowledges his right to an

1 administrative hearing under the CFL in connection with the Accusation and hereby
2 waives such right to a hearing and to any reconsideration, appeal, or other rights that may
3 be afforded to him under the CFL, California Residential Mortgage Lending Act
4 (CRMLA) (Fin. Code, §50000 et seq.), the Administrative Procedure Act (APA) (Gov.
5 Code, § 11340 et seq.), the Code of Civil Procedure (CCP) (Code Civ. Proc., § 1 et seq.),
6 or any provision of law in connection with this matter.

7 3. Acknowledgment. Hawatmeh acknowledges that the Commissioner issued
8 and served him with the Accusation, in which the Commissioner sought to revoke
9 Hawatmeh’s MLO license under Financial Code sections 22109.1, subdivision (a)(3) and
10 22172, subdivision (a)(2) of the CFL, as discussed in the Recitals above.

11 4. Surrender of License. Hawatmeh shall have 15 days within which to
12 surrender his MLO license to the Commissioner, and the 15-day period shall commence
13 on the Effective Date of this Settlement Agreement. If during the 15-day period, prior to
14 the surrender of Hawatmeh’s license, the Department makes a finding that Hawatmeh has
15 violated or is violating any provision of the CFL, CRMLA, or any law, rule, or regulation
16 under the jurisdiction of the Commissioner, the Commissioner may revoke any license
17 held by Hawatmeh or deny any pending application(s) of Hawatmeh, provided that the
18 Commissioner give Hawatmeh five days’ written notice of such a finding. Hawatmeh
19 hereby waives any hearing rights to contest such revocation or denial(s) under the CFL,
20 CRMLA, APA, CCP, or any other provision of law in connection with this matter.

21 5. 48-Month Bar from Reapplying for MLO License. Hawatmeh agrees that
22 he will not reapply for an MLO license before the Commissioner for a period of 48
23 months from the date of surrender of his MLO license. Should Hawatmeh reapply for an
24 MLO license prior to the expiration of the 48-month period, the Commissioner shall
25 automatically deny the MLO application and Hawatmeh hereby waives any hearing rights
26 he may have to contest such denial under the CFL, CRMLA, APA, CCP, or any other
27 provision of law in connection with this matter.

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1 6. Remedy for Breach. Hawatmeh acknowledges that failure to surrender his
2 license within 15 days, as set forth in paragraph 4., above, shall be deemed a breach and
3 cause for the Commissioner to immediately revoke any license held by or deny any
4 pending application(s) of Hawatmeh. Hawatmeh hereby waives any notice and hearing
5 rights to contest such revocation or denial(s) which may be afforded under the CFL,
6 CRMLA, APA, CCP, or any other provision of law in connection with this matter.

7 7. Full and Final Settlement. The Parties hereby acknowledge and agree that
8 this Settlement Agreement is intended to constitute a full, final, and complete resolution of
9 Hawatmeh’s alleged violations of the CFL as identified herein. No further proceedings or
10 actions will be brought by the Commissioner in connection with these matters under the
11 CFL or any other provision of law, excepting any proceeding to enforce compliance with
12 the terms of this Settlement Agreement or action if such proceeding is based upon
13 discovery of new and further violations of the CFL which do not form the basis for this
14 Settlement Agreement or which Hawatmeh knowingly concealed from the Commissioner.

15 8. Commissioner’s Duties. The Parties further acknowledge and agree that
16 nothing in this Settlement Agreement shall limit the Commissioner’s ability to assist any
17 other agency (city, county, state, or federal) with any prosecution, administrative, civil, or
18 criminal, brought by any such agency against Hawatmeh or any other person based upon
19 any of the activities alleged in these matters or otherwise.

20 9. Binding. This Settlement Agreement is binding on all heirs, assigns, or
21 successors in interest.

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

25 11. Counterparts. The Parties agree that this Settlement Agreement may be
26 executed in one or more separate counterparts, each of which shall be deemed an original
27 when so executed. Such counterparts shall together constitute and be one and the same
28 instrument.

1 12. Waiver, Modification, and Qualified Integration. The waiver of any
2 provision of this Settlement Agreement shall not operate to waive any other provision set
3 forth herein. No waiver, amendment, or modification of this Settlement Agreement shall
4 be valid or binding to any extent unless it is in writing and signed by all the parties
5 affected by it.

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

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

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

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16. Voluntary Agreement. Hawatmeh enters into this Settlement Agreement voluntarily and without coercion and acknowledges that no promises, threats, or assurances have been made by the Commissioner, or any officer or agent thereof, about this Settlement Agreement.

17. Effective Date. This Settlement Agreement shall become final and effective when signed by all parties and delivered by the Commissioner’s agent to Hawatmeh’s counsel via e-mail at geolrp@gmail.com.

18. Notice. Any notices required under this Settlement Agreement shall be provided to each party at the following addresses:

- If to Respondent to: George T. Hawatmeh
9430 Brandon Court
Northridge, California 91325

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

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

[Signatures to follow.]

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

Dated: April 13, 2021

MANUEL P. ALVAREZ
Commissioner of Financial Protection &
Innovation

By _____
MARY ANN SMITH
Deputy Commissioner
Enforcement Division

Dated: April 12, 2021

GEORGE T. HAWATMEH, Respondent

By _____
GEORGE T. HAWATMEH