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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.: 1012630
12 THE COMMISSIONER OF FINANCIAL)
13 PROTECTION AND INNOVATION,) STIPULATION TO LICENSE SURRENDER
14 Complainant,)
15 v.)
16 JAMES PATRICK MEJIA,)
17 Respondent.)

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19 This Stipulation is entered into between Respondent James Patrick Mejia (Mejia) and
20 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. Mejia is a mortgage loan originator (MLO) licensed by the Commissioner pursuant to
2 the CFL and the CRMLA. Mejia has been licensed as an MLO in California since on or about
3 November 1, 2014.

4 C. On or about February 15, 2019, Mejia was arrested in Maricopa County, Arizona and
5 a criminal complaint was filed against him. On October 23, 2019, Mejia signed a Plea Agreement
6 relating to case number CR2019-107512-001, in the Superior Court of the State of Arizona, in and
7 for the County of Maricopa (Plea Agreement). As part of the Plea Agreement, Mejia pled guilty to
8 “aggravated driving or actual physical control while under the influence of intoxicating liquor or
9 drugs” a class 4 felony, for his conduct on February 15, 2019.

10 D. On December 3, 2019, Mejia submitted an amended MU4 License Form (MU4) to
11 the Department through NMLS.¹ That amendment changed his response to Criminal Disclosure
12 Question (F)(2) from “No” to “Yes.” MU4 Criminal Disclosure Question (F)(2) asks the applicant:
13 “Are they pending charges against you for a felony?” Although Mejia provided two explanations
14 regarding the felony charges pending against him, he provided no supporting documents at that time.
15 He also failed to answer “Yes” to Criminal Disclosure Question (F)(1) which asks the applicant:
16 “Have you ever been convicted of or pled guilty or nolo contendere (“no contest”) in a domestic,
17 foreign, or military court to any felony?” According to the Maricopa County Superior Court’s
18 records, Mejia was sentenced in case number CR2019-107512-001 on or about January 16, 2020.

19 E. On November 17, 2020, Mejia submitted an MU4 amendment in NMLS, noting that
20 he was adding documentation and linking to the Plea Agreement which had been uploaded on
21 August 24, 2020. On December 1, 2020, the Commissioner placed a licensing deficiency item on
22 Mejia’s NMLS account asking for additional court documents showing the final disposition of the
23 case mentioned in the Plea Agreement. In response, Mejia contacted provided the same Plea
24 Agreement he had provided previously.

25 F. To date, Mejia has not amended his answer to Criminal Disclosure Question (F)(1) to
26 reflect the fact that he pled guilty to a felony in 2019.

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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 G. 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 is consistent with the purposes and provisions of the CFL and CRMLA.

10 2. License Surrender. Mejia hereby agrees, as a resolution to this matter, to voluntarily
11 surrender his MLO license, which was issued by the Commissioner on or about November 1, 2014.
12 No later than seven calendar days after the Effective Date of this Stipulation as defined in
13 paragraph 21, Mejia shall complete all necessary steps to surrender his MLO license to the
14 Commissioner.

15 3. Waiver of Hearing Rights. Mejia acknowledges that the Commissioner is ready,
16 willing, and able to proceed with the filing of an administrative enforcement action on the findings
17 contained in this Stipulation. Mejia hereby waives the right to any hearing, and to any
18 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. Mejia further expressly waives any requirement for the filing of an Accusation pursuant to
22 Government Code section 11415.60, subdivision (b). By waiving such rights, Mejia effectively
23 consents to this Stipulation becoming final.

24 4. Consideration. In consideration of the Commissioner's consent to the license
25 surrender, Mejia agrees that he will not apply for a further MLO license through the Department for
26 a period of one year from the Effective Date of this Stipulation.

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

1 application shall be deemed automatically denied. In connection with any such automatic denial,
2 Mejia hereby waives his right to any reconsideration, appeal or other rights which may be afforded
3 under the CFL, the CRMLA, the APA, CCP, or any other provision of law in connection with these
4 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 Mejia fails to comply with any terms of this
11 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 Mejia, 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 Mejia or any other person
17 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. Mejia enters into this Stipulation voluntarily and without
24 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 Mejia 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 Mejia to: James Patrick Mejia
8 3208 South 90th Lane
9 Tolleson, AZ 85353
 jamejia@loandepot.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. Mejia hereby acknowledges that this Stipulation is and will be a
17 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 jamejia@loandepot.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 22, 2021

MANUEL P. ALVAREZ
Commissioner of Financial Protection and Innovation

7 By _____
8 MARY ANN SMITH
9 Deputy Commissioner

11 Dated: April 22, 2021

By _____
12 JAMES PATRICK MEJIA, an individual