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8 BEFORE THE DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION
9 OF THE STATE OF CALIFORNIA
10

11 In the Matter of:) NMLS NO.: 2000225
12)
13 THE COMMISSIONER OF FINANCIAL)
PROTECTION AND INNOVATION,) STIPULATION TO WITHDRAWAL OF
14) APPLICATION
Complainant,)
15 v.)
16 JOHN P. MIRANDA, aka JUAN PABLO)
MIRANDA,)
17 Respondent.)

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19 This Stipulation is entered into between Respondent John P. Miranda, aka Juan Pablo
20 Miranda (Miranda), and Complainant, the Commissioner of Financial Protection and Innovation
21 (Commissioner) (collectively, the Parties), and is 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 around September 16, 2020, Miranda submitted an individual MU4 License
2 Form (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. A review of Miranda’s MLO application revealed two misdemeanor convictions in
6 2007 and 2017, and a revocation of his California Department of Real Estate salesperson’s license in
7 2012, which he failed to disclose in his initial MU4.

8 D. The Department also discovered several unpaid federal and state tax liens from 2004
9 through 2015, an unpaid judgment for unlawful detainer, and a chapter 7 bankruptcy discharge in
10 2001.

11 E. On April 20, 2021, Miranda submitted a request to withdraw his MLO license
12 application.

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

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

17 **II.**

18 **Terms and Conditions**

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

22 2. Withdrawal of Application. Miranda hereby withdraws his application for a
23 mortgage loan originator license, made on or around September 16, 2020. The Commissioner hereby
24 consents to Miranda’s request to withdraw his MLO license application. In consideration of the
25 Commissioner’s consent to the application withdrawal, Miranda agrees that he will not apply for a
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27 ¹ At the time, the name of the agency was the Department of Business Oversight. On September 30, 2020,
28 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 further MLO license through the Department for a period of twenty-four months from the Effective
2 Date of this Stipulation, as defined in paragraph 15.

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

10 4. 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 5. 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 6. Reliance. Each of the Parties represents, warrants, and agrees that in executing this
16 Stipulation it has relied solely on the statements set forth herein and the advice of their own counsel.
17 Each of the Parties further represents, warrants, and agrees that in executing this Stipulation it has
18 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 7. 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
28 parties, their respective representatives, and any other person or entity, with respect to the subject

1 matter covered by the Stipulation.

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

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

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

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

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

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

23 14. Public Record. Miranda hereby acknowledges that this Stipulation is and will be a
24 matter of public record.

25 15. Effective Date. This Stipulation shall become final and effective when signed by all
26 Parties and delivered by the Commissioner’s agent via e-mail to John P. Miranda at
27 jpm576@outlook.com.

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