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7 Attorneys for Complainant

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

11 In the Matter of:) NMLS NO.: 360029
12)
13 THE COMMISSIONER OF FINANCIAL)
PROTECTION AND INNOVATION,)
14 Complainant,) STIPULATION TO WITHDRAWAL OF
v.) APPLICATION
15)
16 JAMES FORREST GRANT,)
Respondent.)
17)

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19 This Stipulation is entered into between Respondent James Forrest Grant (Grant), and
20 Complainant, the Commissioner of Financial Protection and Innovation (Commissioner)
21 (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.

28 B. On March 29, 2021, Grant submitted an individual MU4 License Form (MU4) to the

1 Department of Financial Protection and Innovation (DFPI), through the Nationwide Multistate
2 Licensing System (NMLS), seeking licensure as a mortgage loan originator (MLO). NMLS is a web-
3 based platform for regulatory agencies to administer initial license applications and ongoing
4 compliance requirements.

5 C. Under Financial Code sections 50141 and 22109.1, the Commissioner must deny an
6 MLO application if the applicant had an MLO license revoked in any governmental jurisdiction, or
7 the applicant has not demonstrated such financial responsibility, character, and general fitness as to
8 command the confidence of the community and to warrant a determination that the applicant will
9 operate honestly, fairly, and efficiently within the purposes of this division.

10 D. A review of Grant’s MLO application revealed that Grant held a real estate broker’s
11 license and an MLO license endorsement through his real estate broker’s license issued by the
12 Department of Real Estate (DRE).

13 E. On September 11, 2020, the DRE filed an Accusation (docket number H-41776 LA)
14 seeking to revoke Grant’s MLO licenses and endorsements, and sought costs and expenses for
15 violations of the real estate law, including but not limited to mishandling of a trust fund, books and
16 records violations, using a false or fictitious business name, and misrepresentation.

17 F. Grant did not initially disclose the DRE Accusation in his MU4 application filing
18 with the DFPI.

19 G. On April 25, 2021, the DRE issued an order through an executed stipulation. The
20 DRE order became effective on June 3, 2021. The DRE revoked all of Grant’s licenses, licensing
21 rights, endorsements and endorsement rights, including Grant’s MLO license. However, the DRE
22 will issue a restricted salesperson license and restricted MLO license to Grant if Grant complies with
23 the provisions and conditions in the DRE stipulation.

24 H. On June 7, 2021, Grant submitted a request to withdraw his MLO license application.

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

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

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II.

Terms and Conditions

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

2. Withdrawal of Application. Grant hereby withdraws his application for a mortgage loan originator license, made on or around March 29, 2021. The Commissioner hereby consents to Grant’s request to withdraw his MLO license application. In consideration of the Commissioner’s consent to the application withdrawal, Grant agrees that he will not apply for a further MLO license through the DFPI for a period of eighty-four months from the Effective Date of this Stipulation, as defined in paragraph 15.

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

4. Stipulation Coverage. The Parties further acknowledge that this Stipulation is intended to constitute a full, final, and complete resolution of the matter set forth herein.

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

6. Reliance. Each of the Parties represents, warrants, and agrees that in executing this Stipulation it has relied solely on the statements set forth herein and the advice of their own counsel. Each of the Parties further represents, warrants, and agrees that in executing this Stipulation it has placed no reliance on any statement, representation, or promise of any other party, or any other person or entity not expressly set forth in this Stipulation, or on the failure of any party or any other

1 person or entity to make any statement, representation or disclosure of anything whatsoever. The
2 Parties have included this clause: (1) to preclude any claim that any party was in any way
3 fraudulently induced to execute this Stipulation; and (2) to preclude the introduction of parol
4 evidence to vary, interpret, supplement, or contradict the terms of the Stipulation.

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

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

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

20 10. Voluntary Agreement. Grant enters into this Stipulation voluntarily and without
21 coercion and acknowledges that no promises, threats, or assurances have been made by the
22 Commissioner or any officer, or agent thereof, about this Stipulation.

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

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

1 one document.

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

4 14. Public Record. Grant hereby acknowledges that this Stipulation is and will be a
5 matter of public record.

6 15. Effective Date. This Stipulation shall become final and effective when signed by all
7 Parties and delivered by the Commissioner’s agent via e-mail to Grant at fgrant@afflending.com.

8 16. Notice. Any notices required under this Stipulation shall be provided to each party at
9 the following addresses:

10 If to Respondent to: James Forrest Grant
11 3717 S La Brea, # 200
12 Los Angeles, California 90016
fgrant@afflending.com

13 If to the Commissioner to: Affi Eghbaldari, Senior Counsel
14 Department of Financial Protection and Innovation
15 1455 Frazee Road, Suite 315
16 San Diego, California 92108

17 MANUEL P. ALVAREZ
18 Commissioner of Financial Protection and Innovation

19 Dated: June 11, 2021 By _____
20 MARY ANN SMITH
21 Deputy Commissioner

22 JAMES FORREST GRANT
23

24 Dated: June 11, 2021 By _____
25 JAMES FORREST GRANT

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