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Deputy Commissioner
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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.: 1901073
12 THE COMMISSIONER OF FINANCIAL)
PROTECTION AND INNOVATION,) STIPULATION TO WITHDRAWAL OF
13) APPLICATION
14 Complainant,)
15 v.)
16 JEFFREY SEAN HALL,)
Respondent.)
17)

18
19 This Stipulation is entered into between Respondent Jeffrey Sean Hall (Hall) and
20 Complainant, the Acting Commissioner of Financial Protection and Innovation (Commissioner),
21 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 about February 12, 2021, Hall submitted an individual MU4 License Form to
2 the Department of Financial Protection and Innovation (Department), through the Nationwide
3 Multistate Licensing System¹ (NMLS), seeking licensure as a mortgage loan originator (MLO).

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

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

8 **II.**

9 **TERMS AND CONDITIONS**

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

13 2. Withdrawal of Application. The Commissioner hereby consents to Hall’s request to
14 withdraw his MLO license application. In consideration of the Commissioner’s consent to the
15 application withdrawal, Hall agrees that he will not apply for a further MLO license through the
16 Department for a period of six months from the Effective Date of this Stipulation.

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

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

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

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

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

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

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

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

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10. Voluntary Agreement. Hall enters into this Stipulation 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 Stipulation.

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

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

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

14. Effective Date. This Stipulation shall become effective (Effective Date) when signed and delivered by all parties.

15. Public Record. Hall hereby acknowledges that this Stipulation is and will be a matter of public record.

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

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If to Hall to:

Jeffrey Sean Hall
4824 Craner Avenue, Unit 108
North Hollywood, California 91601
jeffrey@lavhomes.com

If to the Commissioner to:

Taylor Steinbacher, Senior Counsel
Department of Financial Protection and Innovation
320 W. 4th Street, Suite 750
Los Angeles, California 90013-2344

Dated: June 22, 2021

CHRIS SHULTZ
Acting Commissioner of Financial Protection and
Innovation

By _____
MARY ANN SMITH
Deputy Commissioner

Dated: June 21, 2021

By _____
Jeffrey Sean Hall, an individual