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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.: 343501
12 THE COMMISSIONER OF FINANCIAL)
PROTECTION AND INNOVATION,) STIPULATION TO WITHDRAWAL OF
13) APPLICATION
14 Complainant,)
15 v.)
16 JASON PAUL WILLIAMSON,)
Respondent.)
17)

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19 This Stipulation is entered into between Respondent Jason Paul Williamson (Williamson)
20 and Complainant, the Acting Commissioner of Financial Protection and Innovation
21 (Commissioner), 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 15, 2021, Williamson submitted an individual MU4 License
2 Form to the Department of Financial Protection and Innovation (Department), through the
3 Nationwide Multistate Licensing System¹ (NMLS), seeking licensure as a mortgage loan originator
4 (MLO).

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

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

9 **II.**

10 **TERMS AND CONDITIONS**

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

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

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

25 4. Stipulation Coverage. The parties further acknowledge that this Stipulation is
26 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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If to Williamson to:

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If to the Commissioner to:

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Los Angeles, California 90013-2344

Dated: June 30, 2021

CHRISTOPHER S. SHULTZ
Acting Commissioner of Financial Protection and
Innovation

By _____
MARY ANN SMITH
Deputy Commissioner

Dated: June 30, 2021

By _____
Jason Paul Williamson, an individual