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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.: 2134020
12 THE COMMISSIONER OF FINANCIAL)
PROTECTION AND INNOVATION,) STIPULATION TO WITHDRAWAL OF
13) APPLICATION
14 Complainant,)
v.)
15 CHRISTOPHER RYAN BURNETT,)
16 Respondent.)
17)

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19 This Stipulation is entered into between Respondent Christopher Ryan Burnett (Burnett) 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 to withdraw his MLO license application. In consideration of the Commissioner’s consent to the
2 application withdrawal, Burnett agrees that he will not apply for a further MLO license through the
3 Department until he has obtained expungement of his second-degree robbery conviction.

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

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

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

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

25 7. Full Integration. This Stipulation is the final written expression and the complete and
26 exclusive statement of all agreements, conditions, promises, representations, and covenants between
27 the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous
28 agreements, negotiations, representations, understandings, and discussions between and among the

1 parties, their respective representatives, and any other person or entity, with respect to the subject
2 matter covered by the Stipulation.

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

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

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

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

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

22 13. Authority to Sign. Each signatory hereto covenants that he or she possesses all
23 necessary capacity and authority to sign and enter into this Stipulation and undertake the obligations
24 set forth herein.

25 14. Effective Date. This Stipulation shall become effective when signed and delivered
26 by the Commissioner’s agent via e-mail to Burnett.c.mortgage@gmail.com.

27 16. Notice. Any notices required under this Stipulation shall be provided to each party at

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1 the following addresses:

2 If to Burnett to: Christopher Ryan Burnett
3 7739 Lupin St
4 Chino, California 91708
5 Burnett.c.mortgage@gmail.com

6 If to the Commissioner to: Allard Chu, Counsel
7 Department of Financial Protection and Innovation
8 320 W. 4th Street, Suite 750
9 Los Angeles, California 90013-2344

10 17. Public Record. Burnett hereby acknowledges that this Stipulation is and will be a
11 matter of public record.

12 Dated: September 16, 2021 CHRISTOPHER S. SHULTZ
13 Acting Commissioner of Financial Protection and
14 Innovation

15 By _____
16 MARY ANN SMITH
17 Deputy Commissioner

18 Dated: September 16, 2021 By _____
19 Christopher Ryan Burnett, an individual