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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.: 2151661
12 THE COMMISSIONER OF FINANCIAL)
13 PROTECTION AND INNOVATION,) CONSENT ORDER
14 Complainant,)
15 v.)
16 JAIME PEREZ,)
17 Respondent.)

18
19 This Consent Order is entered into between Respondent Jaime Perez (Perez) 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 rules and regulations
26 promulgated thereunder.

27 B. On or about August 21, 2001, Perez was convicted and sentenced for misdemeanor
28 petty theft in violation of Penal Code sections 484(a)/488 in the Superior Court of California, County

1 of Orange. On or about May 2, 2012, Perez’s conviction was set aside, vacated, and dismissed
2 pursuant to Penal Code sections 1203.4 and 1203.4a. The court’s order vacating the conviction
3 noted that, pursuant to Penal Code section 1203.4, “[d]ismissal of the conviction does *not* relieve the
4 defendant of the obligation to disclose the conviction in response to any direct question contained in
5 any questionnaire . . . for licensure by any state or local agency[.]”

6 C. On or about July 30, 2021, Perez applied to the Commissioner for a mortgage loan
7 originator (MLO) license under the CFL. In Perez’s initial application filing, he did not answer yes
8 to any disclosure questions regarding past criminal history.

9 D. In an amended filing on August 4, 2021—and only after being prompted by the
10 Commissioner—Perez disclosed his 2001 conviction for petty theft on his MLO license application.

11 E. The Commissioner finds that entering into this Consent Order is in the public interest
12 and consistent with the purposes fairly intended by the policy and provisions of the CFL.

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

15 **II.**

16 **TERMS AND CONDITIONS**

17 1. Purpose. This Consent Order resolves the issues before the Commissioner in a
18 manner that avoids the expense of a hearing and other possible court proceedings, protects
19 consumer, is in the public interest, and in consistent with the purposes and provisions of the CFL.

20 2. Waiver of Hearing Rights. Perez acknowledges that the Commissioner is ready,
21 willing, and able to proceed with the filing of an administrative enforcement action on the findings
22 described in the recitals above. Perez hereby waives the right to any hearing, and to any
23 reconsideration, appeal, or other right to review which may be afforded pursuant to the CFL, the
24 California Administrative Procedure Act (APA) (Govt. Code, § 11370 et seq.), the California Code
25 of Civil Procedure (CCP) (Code of Civ. Pro., § 1 et seq.), or any other provision of law. By waiving
26 such rights, Perez effectively consents to the finality of this Consent Order.

27 3. Probationary Period. Perez agrees that during the six month period from the effective
28 date of this Consent Order as defined in paragraph 23 (Probationary Period), if the Commissioner

1 finds that Perez has violated or is violating any provision of the CFL or any rule, regulation, or law
2 under the jurisdiction of the Commissioner, the state of California, the United States of America, or
3 any state or foreign government or political subdivision thereof, the Commissioner may summarily
4 revoke or deny any license held by or applied for by Perez. Perez hereby waives any notice and
5 hearing rights to contest any such revocation or denial which may be afforded under the CFL, APA,
6 CCP, or any other provision of law. Perez further waives any requirement for the filing of an
7 accusation or statement of issues under Government Code section 11415.60, subdivision (b), in
8 connection with any revocation or denial under this paragraph.

9 4. Reporting Requirement. During the Probationary Period, Perez shall report to the
10 Commissioner any disciplinary investigation or action against him by any licensing agency; any
11 criminal investigation, prosecution, or conviction; or any civil judgment against him no later than
12 30 days after discovering such investigation, proceeding, action, or judgment. Perez is not required
13 to report any traffic citations.

14 5. Remedy for Breach. Perez agrees that failure to satisfy the reporting requirements in
15 paragraph 4 is a breach of this Consent Order and cause for the Commissioner to summarily revoke
16 or deny any license held by or applied for by Perez. Perez hereby waives any notice and hearing
17 rights to contest any such revocation or denial which may be afforded under the CFL, APA, CCP, or
18 any other provision of law. Perez further waives any requirement for the filing of an accusation or
19 statement of issues under Government Code section 11415.60, subdivision (b), in connection with
20 any revocation or denial under this paragraph.

21 6. Approval of Application. The Commissioner acknowledges that Perez’s pending
22 MLO application is ready to be approved, and the Commissioner agrees to approve it on or around
23 the effective date of this Consent Order as defined in paragraph 23.

24 7. Independent Legal Advice. Each of the parties represents, warrants, and agrees that it
25 has received independent advice from their attorneys or representatives with respect to the
26 advisability of executing this Consent Order.

27 8. Future Actions by Commissioner. If Perez fails to comply with any terms of this
28 Consent Order, the Commissioner may institute proceedings for any and all violations otherwise

1 resolved under this Consent Order. The Commissioner reserves the right to bring any future actions
2 against Perez, for any and all unknown violations of the CFL.

3 9. Assisting Other Agencies. Nothing in this Consent Order limits the Commissioner’s
4 ability to assist a government agency (whether city, county, state, or federal) with any
5 administrative, civil or criminal action brought by that agency against Perez or any other person
6 based upon any of the activities alleged in this matter or otherwise.

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

10 11. Binding. This Consent Order is binding on all heirs, assigns, or successors in interest.

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

20 13. Waiver, Amendments, and Modifications. No waiver, amendment, or modification of
21 this Consent Order will be valid or binding unless it is in writing and signed by each of the parties.
22 The waiver of any provision of this Consent Order will not be deemed a waiver of any other
23 provision. No waiver by either party of any breach of, or of compliance with, any condition or
24 provision of this Consent Order by the other party will be considered a waiver of any other condition
25 or provision or of the same condition or provision at another time.

26 14. Full Integration. This Consent Order is the final written expression and the complete
27 and exclusive statement of all agreements, conditions, promises, representations, and covenants
28 between the parties with respect to the subject matter hereof, and supersedes all prior or

1 contemporaneous agreements, negotiations, representations, understandings, and discussions
2 between and among the parties, their respective representatives, and any other person or entity, with
3 respect to the subject matter covered by the Consent Order.

4 15. Governing Law. This Consent Order will be governed by and construed in
5 accordance with California law. Each of the parties hereto consents to the jurisdiction of such court,
6 and hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient
7 forum to the maintenance of such action or proceeding in such court.

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

12 17. Mandatory Disclosure in Future Applications. Perez agrees to disclose this Consent
13 Order in any application for a license, permit, or qualification under the Commissioner’s current or
14 future jurisdiction.

15 18. Effect Upon Future Proceedings. If Perez applies for any license, permit, or
16 qualification under the Commissioner’s current or future jurisdiction or is the subject of any future
17 action by the Commissioner to enforce this Consent Order, then the subject matter hereof shall be
18 admitted for the purpose of such application or action.

19 19. Voluntary Agreement. Perez enters into this Consent Order voluntarily and without
20 coercion and acknowledges that no promises, threats or assurances have been made by the
21 Commissioner or any officer, or agent thereof, about this Consent Order. The parties each represent
22 and acknowledge that he, she or it is executing this Consent Order completely voluntarily and
23 without any duress or undue influence of any kind from any source

24 20. Notice. Any notices required under this Consent Order shall be provided to Perez at
25 mrjaimeperez@yahoo.com or to the Commissioner at Taylor Steinbacher, Senior Counsel,
26 Department of Financial Protection and Innovation, 320 West 4th Street, Suite 750, Los Angeles,
27 California 90013 and Taylor.Steinbacher@dfpi.ca.gov.

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21. Signatures. A fax or electronic mail signature shall be deemed the same as an original signature.

22. Public Record. Perez hereby acknowledges that this Consent Order is and will be a matter of public record.

23. Effective Date. This Consent Order shall become final and effective when signed by all parties and delivered by the Commissioner’s agent via e-mail to mrjaimeperez@yahoo.com.

24. Authority to Sign. Each signatory hereto covenants that he/she possesses all necessary capacity and authority to sign and enter into this Consent Order and undertake the obligations set forth herein.

Dated: September 8, 2021

CHRISTOPHER S. SHULTZ
Acting Commissioner of Financial Protection and Innovation

By _____
MARY ANN SMITH
Deputy Commissioner

Dated: September 8, 2021

JAIME PEREZ

By: _____
JAIME PEREZ