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

10	In the Matter of:	)	NMLS NO.: 2012431
11	THE COMMISSIONER OF FINANCIAL	)	
12	PROTECTION AND INNOVATION,	)	CONSENT ORDER
13	Complainant,	)	
14	v.	)	
15	PARUYR GEVORGYAN,	)	
16	Respondent.	)	

17 This Consent Order is entered into between the Commissioner of Financial Protection and  
18 Innovation (Commissioner) and Paruyr Gevorgyan (Gevorgyan), and is made with respect to the  
19 following facts:

20 **I.**

21 **Recitals**

22 A. The Commissioner has jurisdiction over the licensing and regulation of persons  
23 engaged in the business of making or brokering residential mortgage loans, including mortgage loan  
24 originators, under the California Financing Law (CFL) (Fin. Code, § 22000 et seq.). The  
25 Commissioner also has jurisdiction over the licensing and regulation of persons engaged in the  
26 business of making or servicing residential mortgage loans, including mortgage loan originators,  
27 under the California Residential Mortgage Lending Act (CRMLA) (Fin. Code, § 50000 et seq.).

28 B. On April 21, 2021, Gevorgyan applied to the Commissioner for a mortgage loan

1 originator (MLO) license under the CFL and CRMLA.

2 C. In his application, Gevorgyan disclosed an expunged 2012 felony forgery conviction  
3 not involving financial services in response to Form MU4 question (F)(1). In 2014, the sentencing  
4 court granted Gevorgyan’s petition for expungement under Penal Code section 1203.4, reducing the  
5 charge to a misdemeanor and dismissing it.

6 D. The Commissioner finds that entering into this Consent Order is in the public interest  
7 and consistent with the purposes fairly intended by the policy and provisions of the CFL and  
8 CRMLA.

9 NOW, THEREFORE, in consideration of the foregoing and the terms and conditions set  
10 forth herein, the parties agree as follows.

11 **II.**

12 **Terms and Conditions**

13 1. Purpose. This Consent Order resolves the issues before the Commissioner in a  
14 manner that avoids the expense of a hearing and other possible court proceedings, protects  
15 consumers, is in the public interest, and is consistent with the purposes and provisions of the CFL  
16 and CRMLA.

17 2. Waiver of Hearing Rights. Gevorgyan acknowledges that the Commissioner is ready,  
18 willing, and able to proceed with the filing of an administrative enforcement action on the findings  
19 described in the recitals above. Gevorgyan hereby waives the right to any hearings and to any  
20 reconsideration, appeal, or other right to review which may be afforded by the CFL and CRMLA,  
21 the California Administrative Procedure Act (APA), the California Code of Civil Procedure (CCP),  
22 or any other provision of law. By waiving such rights, Gevorgyan effectively consents to the finality  
23 of this Consent Order.

24 3. Probationary Period. Gevorgyan agrees that during the 12-month period from the  
25 effective date of this Consent Order as defined in paragraph 23 (Probationary Period), if the  
26 Commissioner finds that Gevorgyan has violated or is violating any provision of the CFL or  
27 CRMLA or any rule, regulation, or law under the jurisdiction of the Commissioner, the state of  
28 California, the United States of America, or any state or foreign government or political subdivision

1 thereof, the Commissioner may summarily revoke or deny any license held by or applied for by  
2 Gevorgyan. Gevorgyan hereby waives any notice and hearing rights to contest any such revocation  
3 or denial which may be afforded under the CFL, CRMLA, APA, CCP, or any other provision of law.  
4 Gevorgyan further waives any requirement for the filing of an accusation or statement of issues  
5 under Government Code section 11415.60, subdivision (b), in connection with any revocation or  
6 denial under this paragraph.

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

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

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

22 7. Information Willfully Withheld or Misrepresented. This Consent Order may be  
23 rescinded, and the Commissioner may pursue any and all remedies available under law against  
24 Gevorgyan, if the Commissioner discovers that Gevorgyan knowingly or willfully withheld or  
25 misrepresented information used for and relied upon in this Consent Order.

26 8. Future Actions by Commissioner. If Gevorgyan fails to comply with any terms of  
27 this Consent Order, the Commissioner may institute proceedings for any and all violations  
28 otherwise resolved under this Consent Order. The Commissioner reserves the right to bring any

1 future actions against Gevorgyan for any and all unknown violations of the CFL or CRMLA.

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

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

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

11 12. Reliance. Each of the parties represents, warrants, and agrees that in executing this  
12 Consent Order it has relied solely on the statements set forth herein and the advice of its 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 herein, or upon the failure of any party or any  
16 other person or entity to make any statement, representation, or disclosure of anything whatsoever.  
17 The parties have included this clause: (1) to preclude any claim that any party was in any way  
18 fraudulently induced to execute this Consent Order and (2) to preclude the introduction of parol  
19 evidence to vary, interpret, supplement, or contradict the terms of this 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  
25 condition 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 the 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 hereby.

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

8 16. Counterparts. This Consent Order may be executed in one or more separate  
9 counterparts, each of which will be deemed an original when so executed. Such counterparts  
10 together will be deemed to constitute a single document.

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

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

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

23 20. Notice. Any notice required under this Consent Order shall be provided to  
24 Gevorgyan at bluecoastlending@gmail.com or to the Commissioner at Samuel J. Park, Counsel,  
25 Department of Financial Protection and Innovation, 320 West 4th Street, Suite 750, Los Angeles,  
26 California 90013 and samuel.park@dfpi.ca.gov.

27 21. Signatures. A fax or electronic-mail signature will be deemed an original signature.

28 22. Public Record. Gevorgyan hereby acknowledges that this Consent Order is and will

1 be a matter of public record.

2 23. Effective Date. This Consent Order shall become final and effective when signed by  
3 all parties and delivered by the Commissioner’s agent via electronic mail to Gevorgyan at  
4 bluecoastlending@gmail.com.

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

8  
9 Dated: October 11, 2021

CHRISTOPHER S. SHULTZ  
Acting Commissioner of Financial Protection and  
Innovation

11 By: \_\_\_\_\_  
12 MARY ANN SMITH  
13 Deputy Commissioner

14 Dated: October 8, 2021

PARUYR GEVORGYAN

16 By: \_\_\_\_\_  
17 PARUYR GEVORGYAN