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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.: 2083819  
12 THE COMMISSIONER OF FINANCIAL )  
PROTECTION AND INNOVATION, ) STIPULATION TO WITHDRAWAL OF  
13 ) APPLICATION  
14 Complainant, )  
v. )  
15 DANNY SANTIAGO VELASCO, )  
16 Respondent. )  
17 )

18  
19 This Stipulation is entered into between Respondent Danny Santiago Velasco (Velasco) 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 March 16, 2021, Velasco submitted an individual MU4 License Form to  
2 the Department of Financial Protection and Innovation (Department), through the Nationwide  
3 Multistate Licensing System<sup>1</sup> (NMLS), seeking licensure as a mortgage loan originator (MLO).

4 C. On or about October 19, 2018, Velasco pled nolo contendere in the Superior Court of  
5 California, County of Sacramento, to California Vehicle Code section 23152(b), a DUI felony  
6 offense.

7 D. The Commissioner finds that entering into this Stipulation is in the public interest and  
8 consistent with the purposes fairly intended by the policy and provisions of the CFL and 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. It is the intention and desire of the parties to resolve this matter without the  
14 necessity of a hearing or other litigation for the purpose of judicial economy and expediency, and to  
15 avoid the expense of a hearing, and possible further court proceedings.

16 2. Withdrawal of Application. The Commissioner hereby consents to Velasco’s request  
17 to withdraw his MLO license application. In consideration of the Commissioner’s consent to the  
18 application withdrawal, Velasco agrees that he will not apply for a further MLO license through the  
19 Department until he is able to reduce his sentence from a felony to a misdemeanor, or until October  
20 19, 2025, which is seven years from the date of entry of Velasco’s October 19, 2018 felony,  
21 whichever is earlier.

22 3. Waiver of Hearing Rights. Velasco agrees that in the event he applies for a further  
23 MLO license with the Department prior to the expiration of the six-month period set forth herein,  
24 such application shall be deemed automatically denied. In connection with any such automatic  
25 denial, Velasco hereby waives his right to any reconsideration, appeal or other rights which may be  
26 afforded under the CFL, the CRMLA, the Administrative Procedure Act (APA) (Govt. Code,  
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28 \_\_\_\_\_  
<sup>1</sup> NMLS is a web-based platform for regulatory agencies to administer initial license applications and ongoing compliance requirements.

1 § 11370 et seq.), the Code of Civil Procedure (Code of Civ. Pro., § 1 et seq.), or any other provision  
2 of law in connection with these matters.

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

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

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

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

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

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

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5 10. Voluntary Agreement. Velasco enters into this Stipulation voluntarily and without  
6 coercion and acknowledges that no promises, threats, or assurances have been made by the  
7 Commissioner or any officer, or agent thereof, about this Stipulation.

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

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

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

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

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

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

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If to Velasco to: Danny Santiago Velasco  
PO Box 670  
Walnut Grove, California  
dsantiago@catalystmtg.com

If to the Commissioner to: Kelly Suk, Counsel  
Department of Financial Protection and Innovation  
320 W. 4th Street, Suite 750  
Los Angeles, California 0013-2344

Dated: October 29, 2021

CHRISTOPHER S. SHULTZ  
Acting Commissioner of Financial Protection and  
Innovation

By \_\_\_\_\_  
MARY ANN SMITH  
Deputy Commissioner

Dated: October 28, 2021

By \_\_\_\_\_  
Danny Santiago Velasco, an individual