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2 MARY ANN SMITH  
Deputy Commissioner  
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5 Department of Financial Protection and Innovation  
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8 Attorneys for Complainant

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

11 In the Matter of:	) OAH CASE NO.: 2021070243
	) NMLS NO.: 1145255
12 THE COMMISSIONER OF FINANCIAL	)
PROTECTION AND INNOVATION,	) SETTLEMENT AGREEMENT
13	)
Complainant,	) Hearing Date: February 9-10, 2022
14 v.	) Hearing Time: 9:00 a.m.
	) Location: Office of Administrative Hearings
15 JACKIE ALEXANDER GRAVES,	) 320 West 4th Street, Suite 630
	) Los Angeles, California 90013
16 Respondent.	) Judge: Unassigned
	)
	)

18  
19 This Settlement Agreement is entered into between the Commissioner of Financial  
20 Protection and Innovation (Commissioner) and Jackie Alexander Graves (Graves), and is made with  
21 respect to the following facts:

22 **I.**

23 **Recitals**

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

1 under the California Residential Mortgage Lending Act (CRMLA) (Fin. Code, § 50000 et seq.).

2 B. On November 12, 2020, Graves applied to the Commissioner for a mortgage loan  
3 originator (MLO) license under the CFL and CRMLA.

4 C. On May 17, 2021, the Commissioner issued a Notice of Intention to Issue Order  
5 Denying Application for Mortgage Loan Originator License, Statement of Issues, and  
6 accompanying documents. On May 18, 2021, the documents were served by certified mail at  
7 Graves’s latest address on file.

8 D. On May 28, 2021, Graves timely filed a notice of defense and requested a hearing on  
9 the Statement of Issues.

10 E. A hearing is currently set to be held at the Office of Administrative Hearings on  
11 February 9 and 10, 2022.

12 F. The Commissioner finds that entering into this Settlement Agreement is in the public  
13 interest and consistent with the purposes fairly intended by the policy and provisions of the CFL  
14 and CRMLA.

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

17 **II.**

18 **Terms and Conditions**

19 1. Purpose. This Settlement Agreement resolves the issues before the Commissioner in  
20 a manner that avoids the expense of a hearing and other possible court proceedings, protects  
21 consumers, is in the public interest, and is consistent with the purposes and provisions of the CFL  
22 and CRMLA.

23 2. Withdrawal of Request for Hearing and Waiver of Hearing Rights. Graves hereby  
24 withdraws his request for an administrative hearing on the Statement of Issues. Graves  
25 acknowledges his right to an administrative hearing under the CFL and CRMLA and hereby waives  
26 such right to a hearing and to any reconsideration, appeal, or other right to review which may be  
27 afforded to him under the CFL, CRMLA, Administrative Procedure Act (APA), Code of Civil  
28 Procedure (CCP), or any other provision of law. By waiving such rights, Graves effectively

1 consents to the finality of this Settlement Agreement.

2           3.     Probationary Period. Graves agrees that during the 12-month period from the  
3 effective date of this Consent Order as defined in paragraph 21 (Probationary Period), if the  
4 Commissioner finds that Graves has violated or is violating any provision of the CFL or CRMLA or  
5 any rule, regulation, or law under the jurisdiction of the Commissioner, the state of California, the  
6 United States of America, or any state or foreign government or political subdivision thereof, the  
7 Commissioner may summarily revoke or deny any license held by or applied for by Graves. Graves  
8 hereby waives any notice and hearing rights to contest any such revocation or denial which may be  
9 afforded under the CFL, CRMLA, APA, CCP, or any other provision of law. Graves further waives  
10 any requirement for the filing of an accusation or statement of issues under Government Code  
11 section 11415.60, subdivision (b), in connection with any revocation or denial under this paragraph.

12           4.     Reporting Requirement. During the Probationary Period, Graves shall report to the  
13 Commissioner any disciplinary investigation or action against him by any licensing agency; any  
14 criminal investigation, prosecution, or conviction; or any civil judgment against him no later than  
15 20 days after discovering such investigation, proceeding, action, or judgment. Graves is not  
16 required to report any traffic citations.

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

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

27           7.     Information Willfully Withheld or Misrepresented. This Settlement Agreement may  
28 be rescinded and the Commissioner may pursue any and all remedies available under law against

1 Graves if the Commissioner discovers that Graves knowingly or willfully withheld or  
2 misrepresented information used for and relied upon in this Settlement Agreement.

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

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

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

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

26 12. Full Integration. This Settlement Agreement is the final written expression and the  
27 complete and exclusive statement of all the agreements, conditions, promises, representations, and  
28 covenants 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 13. Governing Law. This Settlement Agreement 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 14. Counterparts. This Settlement Agreement 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 15. Mandatory Disclosure in Future Applications. Graves agrees to disclose this  
12 Settlement Agreement in any application for a license, permit, or qualification under the  
13 Commissioner’s current or future jurisdiction.

14 16. Effect Upon Future Proceedings. If Graves 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 Settlement Agreement, then the subject matter hereof  
17 shall be admitted for the purpose of such application or action.

18 17. Voluntary Agreement. Graves enters into this Settlement Agreement 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 Settlement Agreement. The parties each  
21 represent and acknowledge that he, she, or it is executing this Settlement Agreement completely  
22 voluntarily and without any duress or undue influence of any kind from any source.

23 18. Notice. Any notice required under this Settlement Agreement shall be provided to  
24 Graves at 4320 Atlantic Avenue, Suite 216, Long Beach, California 90807 and  
25 jackie.graves@changemyrate.com or to the Commissioner at Samuel J. Park, Senior Counsel,  
26 Department of Financial Protection and Innovation, 320 West 4th Street, Suite 750, Los Angeles,  
27 California 90013 and samuel.park@dfpi.ca.gov.

28 19. Signatures. A fax or electronic-mail signature will be deemed an original signature.

1           20.    Public Record. Graves hereby acknowledges that this Settlement Agreement is and  
2 will be a matter of public record.

3           21.    Effective Date. This Settlement Agreement shall become final and effective when  
4 signed by all parties and delivered by the Commissioner’s agent via electronic mail to Graves at  
5 jackie.graves@changemyrate.com.

6           22.    Authority to Sign. Each signatory hereto covenants that he or she possesses all  
7 necessary capacity and authority to sign and enter into this Settlement Agreement and undertake the  
8 obligations set forth herein.

9  
10 Dated: January 23, 2022

CLOTHILDE V. HEWLETT  
Commissioner of Financial Protection and Innovation

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

15 Dated: January 22, 2022

JACKIE ALEXANDER GRAVES

16  
17 By: \_\_\_\_\_  
18 JACKIE ALEXANDER GRAVES  
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