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Commissioner
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:) NMLS NO.: 320166
12)
13 THE COMMISSIONER OF FINANCIAL)
PROTECTION AND INNOVATION,) STIPULATION TO WITHDRAWAL OF
14) APPLICATION
Complainant,)
15 v.)
16 BEN ALEXANDER-OWENS ANDERSON,)
Respondent.)

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19 This Stipulation is entered into between Respondent Ben Alexander-Owens Anderson
20 (Anderson) and Complainant, the Commissioner of Financial Protection and Innovation
21 (Commissioner), 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.

28 B. On August 11, 2010, Anderson became licensed as a mortgage loan originator (MLO)

1 with the Department of Financial Protection and Innovation¹ (Department). On February 21, 2019,
2 the Commissioner issued an order revoking Anderson’s MLO license in a case styled *In the Matter*
3 *of The Commissioner of Business Oversight v. Ben Alexander-Owens Anderson*, OAH Case No.
4 2018050193. The revocation became effective on March 23, 2019 (MLO License Revocation).

5 C. After revocation of his MLO license, Anderson filed a petition for reconsideration,
6 dated March 8, 2019, with the Department. The Commissioner denied Anderson’s petition for
7 reconsideration on March 22, 2019.

8 D. On November 4, 2019, Anderson submitted an individual MU4 License Form (MU4)
9 to the Department, through the Nationwide Multistate Licensing System² (NMLS), seeking licensure
10 as a mortgage loan originator (MLO).

11 E. While his application for licensure was pending, Anderson filed a petition for
12 reinstatement with the Department requesting that his revoked MLO license be reinstated. On
13 October 21, 2020, the Commissioner denied Anderson’s petition for reinstatement.

14 F. On December 3, 2021, the Commissioner issued a Notice of Intention to Deny
15 Application for Mortgage Loan Originator License and a corresponding Statement of Issues
16 (together, Statement of Issues).

17 G. On December 22, 2021, Anderson timely submitted a request for an administrative
18 hearing regarding the Statement of Issues.

19 H. The Commissioner finds that entering into this Stipulation is in the public interest and
20 consistent with the purposes fairly intended by the policy and provisions of the CFL and CRMLA.

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

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28 ¹ At the time, the name of the agency was the Department of Business Oversight. On September 30, 2020, the
Department of Business Oversight was renamed as the Department of Financial Protection and Innovation.

² NMLS is a web-based platform for regulatory agencies to administer initial license applications and ongoing
compliance requirements.

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II.

TERMS AND CONDITIONS

1. Purpose. It is the intention and desire of the parties to resolve this matter without the necessity of a hearing or other litigation for the purpose of judicial economy and expediency, and to avoid the expense of a hearing, and possible further court proceedings.

2. Withdrawal of Hearing Request. Anderson hereby withdraws his request for an administrative hearing regarding the Statement of Issues issued on December 3, 2021.

3. Withdrawal of Application and Waiting Period. The Commissioner hereby consents to Anderson’s request to withdraw his MLO license application. In consideration of the Commissioner’s consent to the application withdrawal, Anderson agrees that he will not apply for an MLO license through the Department or otherwise challenge or move to vacate the prior MLO License Revocation, and/or file a new application for licensure and/or a petition for reinstatement under Government Code section 11522 for a period of one (1) year from the Effective Date of this Stipulation.

4. Waiver of Hearing Rights. Anderson agrees that in the event he applies for a further MLO license with the Department prior to the expiration of the one-year period set forth herein, such application shall be deemed automatically denied. In connection with any such automatic denial, Anderson hereby waives his right to any reconsideration, appeal or other rights which may be afforded under the CFL, the CRMLA, the Administrative Procedure Act (APA) (Gov. Code, § 11370 et seq.), the Code of Civil Procedure (Code of Civ. Pro., § 1 et seq.), or any other provision of law in connection with these matters.

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

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

7. Reliance. Each of the parties represents, warrants, and agrees that in executing this Stipulation they have relied solely on the statements set forth herein and the advice of their own

1 counsel. Each of the parties further represents, warrants, and agrees that in executing this Stipulation
2 it has placed no reliance on any statement, representation, or promise of any other party, or any other
3 person or entity not expressly set forth in this Stipulation, or on the failure of any party or any other
4 person or entity to make any statement, representation or disclosure of anything whatsoever. The
5 parties have included this clause: (1) to preclude any claim that any party was in any way
6 fraudulently induced to execute this Stipulation; and (2) to preclude the introduction of parol
7 evidence to vary, interpret, supplement, or contradict the terms of the Stipulation.

8 8. Full Integration. This Stipulation is the final written expression and the complete and
9 exclusive statement of all agreements, conditions, promises, representations, and covenants between
10 the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous
11 agreements, negotiations, representations, understandings, and discussions between and among the
12 parties, their respective representatives, and any other person or entity, with respect to the subject
13 matter covered by the Stipulation.

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

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

23 11. Voluntary Agreement. Anderson enters into this Stipulation voluntarily and without
24 coercion and acknowledges that no promises, threats, or assurances have been made by the
25 Commissioner or any officer, or agent thereof, about this Stipulation.

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

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

5 14. Capacity. Each signatory hereto covenants that he or she possesses all necessary
6 capacity and authority to sign and enter into this Stipulation.

7 15. Effective Date. This Stipulation shall become effective (Effective Date) when signed
8 and delivered by all parties.

9 16. Public Record. Anderson hereby acknowledges that the Statement of Issues and this
10 Stipulation are and will be a matter of public record.

11 17. Notice. Any notices required under this Stipulation shall be provided to each party at
12 the following addresses:

13 If to Anderson to: Scott J. Harris, Esq.
14 8383 Wilshire Boulevard, Suite 210
15 Beverly Hills, California 90211

16 If to the Commissioner to: Steven Vong, Counsel
17 Department of Financial Protection and Innovation
18 2101 Arena Blvd
19 Sacramento, CA 95834

19 Dated: June 16, 2022

CLOTHILDE V. HEWLETT
Commissioner of Financial Protection and Innovation

21 By _____
22 MARY ANN SMITH
23 Deputy Commissioner

24 Dated: June 16, 2022

25 By _____
26 BENJAMIN ALEXANDER-OWEN
27 ANDERSON, an individual
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