

1 CLOTHILDE V. HEWLETT
Commissioner
2 MARY ANN SMITH
Deputy Commissioner
3 SEAN ROONEY
Assistant Chief Counsel
4 BLAINE A. NOBLETT (State Bar No. 235612)
Senior Counsel
5 Department of Financial Protection & Innovation
6 320 W. 4th Street, Suite 750
7 Los Angeles, California 90013-2344
8 Telephone: (213) 503-3747
9 Facsimile: (213) 576-7181
Email: blaine.noblett@dfpi.ca.gov

10 Attorneys for Complainant

11 BEFORE THE DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION
12 OF THE STATE OF CALIFORNIA

13 In the Matter of:	)	OAH CASE NO.: 2022050569
)	
14 THE COMMISSIONER OF FINANCIAL	)	NMLS LICENSE NO.: 318503
15 PROTECTION AND INNOVATION,)	
	)	SETTLEMENT AGREEMENT
16 Complainant,)	
	)	Hearing Dates: August 29 – 30, 2022
17 v.	)	Hearing Time: 9:00 a.m.
	)	Location: 320 West 4th Street, Suite 630
18 MAYRA GONZALEZ,	)	Los Angeles, CA 90013
	)	Call-In No.: (669) 254-5252
19 Respondent.	)	Conf. ID: 160 160 6621
	)	Judge: Unassigned
)	

22
23 This Settlement Agreement (the Settlement Agreement) is entered into between the
24 Commissioner of Financial Protection and Innovation (Commissioner) and Mayra Gonzalez
25 (Respondent) and is made with respect to the following facts.

26 **I.**

27 **Recitals**

28 A. The Commissioner has jurisdiction over the licensing and regulation of persons

1 engaged in the business of making, servicing, or brokering residential mortgage loans, including
2 mortgage loan originators (MLO or MLOs), under the California Financing Law (CFL) (Fin. Code, §
3 22000 et seq.) and the California Residential Mortgage Lending Act (CRMLA) (Fin. Code, § 50000
4 et seq.).

5 B. Respondent first received an MLO license from the Commissioner on August 26,
6 2011.

7 C. The Commissioner issued Respondent her notice of intention and accusation to revoke
8 Respondent's MLO license on April 14, 2022, throughout which time Respondent maintained an
9 approved MLO license.

10 D. Under the provisions of Financial Code sections 50141, 50204, and 50513 of the
11 CRMLA, the Commissioner sought to revoke Respondent's MLO license because Respondent
12 violated the Nationwide Mortgage Licensing System and Registry (NMLS) student Rules of Conduct
13 (ROC) by using the services of Danny Yen, d/b/a Real Estate Educational Services (Yen) to complete
14 Respondent's NMLS-approved continuing education (CE) courses, which in turn was a violation of
15 the MLO licensing requirements under the CRMLA.

16 E. Specifically, Respondent used and compensated Yen to obtain course credit through
17 an in-person education fraud scheme (education fraud scheme). Under the education fraud scheme,
18 Respondent paid Yen to report completion of an in-person course for the years 2017 through 2020.
19 Yen did not teach the in-person course and Respondent never attended the in-person course nor
20 completed the course work or test, which Respondent was required to complete in order to receive
21 course credit.

22 F. The Commissioner has made the following findings of relevant facts, which include
23 but are not limited to:

24 1. That Respondent was a knowing and active participant in the education fraud
25 scheme coordinated by and implemented by and through Yen;

26 2. That Respondent in fact had CE requirements completed by Yen on
27 Respondent behalf in violation of the CRMLA and federal law;
28

1 3. That by participating in the education fraud scheme coordinated by and
 2 implemented through Yen, Respondent had in fact violated the ROC; and

3 4. That by participating in the education fraud scheme coordinated by and
 4 implemented through Yen, Respondent violated the CRMLA and federal law concerning completing
 5 certain CE requirements as a mandatory qualification for licensure as an MLO.

6 G. Respondent enters into this Agreement solely for the purpose of resolving disputes
 7 with the Commissioner, including concerning the conduct described in this Agreement, and does not
 8 admit to or deny any wrongdoing, allegations or implications of fact and does not admit to or deny
 9 any violations of applicable laws, regulations and/or rules governing the conduct described herein.

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

12 **II.**

13 **Terms**

14 1. Purpose. The Settlement Agreement resolves the issues before the Commissioner
 15 described above in the Recitals in a manner that avoids the expense of a hearing and other possible
 16 court proceedings, protects consumers, is in the public interest, and is consistent with the purposes
 17 and provisions of the CRMLA.

18 2. Acknowledgment. Respondent acknowledges that the Commissioner issued and
 19 served Respondent with the Accusation in which the Commissioner determined that Respondent had
 20 violated the CRMLA and that Respondent did not meet the minimum criteria to hold an MLO license
 21 under Financial Code sections 50141, 50204, and 50513 and that Respondent’s license should be
 22 revoked as set forth above. Respondent enters into this Settlement Agreement solely for the purpose
 23 of resolving disputes with the Commissioner, including concerning the conduct described in this
 24 Settlement Agreement, and does not admit to or deny any wrongdoing, allegations or implications of
 25 fact and does not admit to or deny any violations of applicable laws, regulations and/or rules
 26 governing the conduct described herein.

27 3. Waiver of Hearing Rights. Respondent agrees that the Settlement Agreement shall
 28 have the effect of withdrawing Respondent’s request for an administrative hearing on the matters set

1 forth herein. Respondent acknowledges Respondent's right to an administrative hearing under the
2 CRMLA in connection with the Accusation and hereby waives such right to a hearing and to any
3 reconsideration, appeal, or other rights which may be afforded Respondent under the CRMLA, the
4 Administrative Procedure Act (APA) (Gov. Code, § 11340 et seq.), the Code of Civil Procedure
5 (CCP) (Code Civ. Proc., § 1 et seq.), or any provision of law in connection with this matter.

6 4. Administrative Penalty. Respondent shall pay to the Commissioner an administrative
7 penalty of \$1,000.00 (the Penalty). The Penalty shall be due prior to or concurrent with the execution
8 of the Settlement Agreement and should be made payable to the Commissioner in the form of a
9 cashier's check or Automated Clearing House deposit and transmitted to the attention of Accounting
10 – Enforcement Division, Department of Financial Protection & Innovation, 2101 Arena Boulevard,
11 Sacramento, California 95834. Notice of such payment shall promptly be sent to the attention of
12 Blaine A. Noblett, Senior Counsel, at blaine.noblett@dfpi.ca.gov. Should Respondent fail to execute
13 the Settlement Agreement by July 1, 2022, but execute the agreement after July 1, 2022, the Penalty
14 shall increase to \$3,000.00 and shall be due prior to or concurrent with the execution of the
15 Settlement Agreement.

16 5. Surrender of License. Respondent hereby agrees, as a resolution of this matter, to
17 voluntarily surrender Respondent's MLO license to the Commissioner. No later than seven calendar
18 days after the Effective Date of the Settlement Agreement, Respondent shall complete all necessary
19 steps to surrender Respondent's MLO license to the Commissioner.

20 6. Stipulation Not to Apply for an MLO License for Three Months. Respondent further
21 agrees, as a resolution of this matter, that Respondent will not apply for a new MLO license from
22 the Commissioner for a period of three months from the Effective Date of this Agreement. Should
23 Respondent apply for such a license during that three-month period, that license application, as
24 consented to by Respondent herein, shall be deemed denied and Respondent waives any hearing
25 rights Respondent may have to contest such denial under the CFL, CRMLA, APA, CCP, or any
26 other provision of law in connection with this matter.

27 7. Education. Prior to the submission of an application for a new MLO license,
28 Respondent must complete the following MLO education requirements (the education provision):

1 a. Twenty hours of non-state-specific NMLS-approved PE, which shall consist
2 of 14 hours of federal law curriculum, three hours of ethics curriculum, and three hours of non-
3 traditional mortgage lending curriculum. None of these 20 hours of PE may be state-specific
4 curriculum; and

5 b. Eight hours of non-state-specific NMLS-approved CE, which shall consist of
6 four hours of federal law curriculum, two hours of ethics curriculum, and two hours of non-
7 traditional mortgage lending curriculum. None of these eight hours of CE may be state-specific
8 curriculum.

9 c. Two hours of state-specific (California-DFPI) NMLS-approved PE, which
10 shall consist of training related to relevant California law and regulations pursuant Financial Code
11 section 22109.2, subdivision (a)(4).

12 d. Respondent may not take any of the PE or CE provided for under the
13 Settlement Agreement in an online self-study format (OSS).

14 e. Respondent further agrees that in order to receive the course credit under the
15 Settlement Agreement, Respondent must complete the courses in one of a traditional classroom
16 format; classroom equivalent (live webinar) format; or an online instructor-led format. The formats
17 require that the instructor be able to see the Respondent, verify the Respondent's identity, and
18 confirm that the Respondent is present throughout the entirety of the course.

19 f. For a period three years from the Effective Date of the Settlement
20 Agreement, Respondent shall be required to complete any additional required PE and/or CE in a
21 format other than OSS.

22 g. Should Respondent apply for a new MLO license without having satisfied the
23 education provision as set forth in this paragraph, that license application, as consented to by
24 Respondent herein, shall be deemed denied and Respondent waives any hearing rights Respondent
25 may have to contest such denial under the CFL, CRMLA, APA, CCP, or any other provision of law
26 in connection with this matter.

27 8. New Application for Licensure. Any time after the three-month period has lapsed
28 from the Effective Date of the Settlement Agreement; Respondent has paid the Penalty as set forth

1 in the Settlement Agreement; and satisfied the education provision as set forth in the Settlement
2 Agreement, Respondent may apply for a new MLO license with the understanding that the
3 Commissioner reserves the right to fully investigate such application for licensure and may either
4 approve or deny such application pursuant to the normal process for such licensing investigations.
5 No license application described in this paragraph will be denied solely based on the facts,
6 circumstances, or consensual resolution provided for in the Settlement Agreement. Respondent
7 further acknowledges and agrees that Respondent must satisfy the education provision prior to
8 submitting an application for a new MLO license.

9 9. Revocation of License. To the extent that Respondent engages in similar activity,
10 which was the basis for the Settlement Agreement, Respondent affirmatively consents to the
11 immediate revocation of the impacted MLO license. Respondent further agrees to waive
12 Respondent' right to a hearing, and to any reconsideration, appeal, or other rights which may be
13 afforded Respondent to contest such revocation of the impacted license under the CFL, CRMLA,
14 APA, CCP, or any other provision of law, including the requirement that the Commissioner issue an
15 accusation under Government Code section 11415.60.

16 10. Full and Final Settlement. The parties hereby acknowledge and agree that the
17 Settlement Agreement is intended to constitute a full, final, and complete resolution of the activities
18 alleged in the Accusation as identified herein. No further proceedings or actions will be brought by
19 the Commissioner in connection with this matter, or any other provision of law, excepting any
20 proceeding to enforce compliance with the terms of the Settlement Agreement.

21 11. Information Willfully Withheld. The Settlement Agreement may be revoked, and the
22 Commissioner may pursue any and all remedies under the CRMLA against Respondent if the
23 Commissioner discovers Respondent knowingly or willfully withheld information or
24 misrepresented information used for and relied upon in this Settlement Agreement.

25 12. Assisting Other Agencies. The parties further acknowledge and agree that nothing in
26 the Settlement Agreement shall limit the Commissioner's ability to assist any other agency (city,
27 county, state, or federal) with any prosecution, administrative, civil, or criminal, brought by any
28 such agency against Respondent or any other person based upon any of the activities alleged in this

1 matter or otherwise.

2 13. Binding. The Settlement Agreement is binding on all heirs, assigns, or successors in
3 interest.

4 14. Waiver, Amendments, and Modifications. The waiver of any provision of the
5 Settlement Agreement shall not operate to waive any other provision set forth herein. No waiver,
6 amendment, or modification of this Settlement Agreement shall be valid or binding unless it is in
7 writing and signed by each of the parties.

8 15. Headings and Governing Law. The headings to the paragraphs of the Settlement
9 Agreement are inserted for convenience only and will not be deemed a part hereof or affect the
10 construction or interpretation of the provisions hereof. The Settlement Agreement shall be construed
11 and enforced in accordance with and governed by California law.

12 16. Full Integration. The Settlement Agreement is the final written expression and the
13 complete and exclusive statement of all the agreements, conditions, promises, representations, and
14 covenants between the parties with respect to the subject matter hereof, and supersedes all prior or
15 contemporaneous agreements, negotiations, representations, understandings, and discussions
16 between and among the parties, their respective representatives, and any other person or entity, with
17 respect to the subject matter covered hereby.

18 17. No Presumption Against Drafter. Each party acknowledges that he or she has had the
19 opportunity to draft, review, and edit the language of the Settlement Agreement. Accordingly, the
20 parties intend no presumption for or against the drafting party will apply in construing any part of
21 the Settlement Agreement. The parties waive the benefit of Civil Code section 1654 as amended or
22 corresponding provisions of any successor statute, which provide that in cases of uncertainty,
23 language of a contract should be interpreted most strongly against the party who caused the
24 uncertainty to exist.

25 18. Mandatory Disclosure in Future Applications. Respondent agrees to disclose the
26 Settlement Agreement in any application for a license, permit, or qualification under the
27 Commissioner's current or future jurisdiction.

28 19. Voluntary Agreement. Respondent enters into the Settlement Agreement voluntarily

1 and without coercion and acknowledges that no promises, threats, or assurances have been made by
2 the Commissioner, or any officer or agent thereof, about the Settlement Agreement.

3 20. Notice. Any notice required under the Settlement Agreement shall be provided to each
4 party at the following addresses:

5 Respondent: Mayra Gonzalez
6 16275 Canyon Hills Road
7 Chino Hills, California 91709
8 mayra@americanmac.com

9 Commissioner: Blaine A. Noblett
10 Senior Counsel
11 Department of Financial Protection and Innovation
12 320 W. 4th Street, Suite 750
13 Los Angeles, California 90013
14 blaine.noblett@dfpi.ca.gov

15 21. Authority to Execute. Each signatory hereto covenants that he or she possesses all
16 necessary capacity and authority to sign and enter into the Settlement Agreement.

17 22. Signatures. A facsimile or electronic mail signature shall be deemed the same as an
18 original signature.

19 23. Public Record. Respondent hereby acknowledges that the Settlement Agreement is
20 and will be a matter of public record.

21 24. Effective Date. The Settlement Agreement shall become final and effective when
22 signed by all parties and delivered by the Commissioner’s agent via e-mail to Respondent at the
23 following email address: mayra@americanmac.com.

24 [Signature page to follow]

25 ///
26 ///
27 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IN WITNESS WHEREOF, the parties hereto have approved and executed this Settlement Agreement on the dates set forth opposite their respective signatures.

CLOTHILDE V. HEWLETT
Commissioner of Financial Protection and
Innovation

Date: June 21, 2022

By _____
MARY ANN SMITH
Deputy Commissioner
Enforcement Division

MAYRA GONZALEZ

Dated: June 17, 2022

By _____
MAYRA GONZALEZ, Respondent