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Commissioner
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8 Attorneys for Complainant

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

12 In the Matter of:) NMLS NO.: 1565807
13 THE COMMISSIONER OF FINANCIAL)
PROTECTION AND INNOVATION,) STIPULATION TO WITHDRAWAL OF
14) APPLICATION
15 Complainant,)
v.)
16 LESLIE JOY BELTRAN ROSE,)
17 Respondent.)
18)

19
20 This Stipulation is entered into between Respondent Leslie Joy Beltran Rose (Rose) and
21 Complainant, the Commissioner of Financial Protection and Innovation (Commissioner), and is
22 made with respect to the following facts:

23 I.

24 **RECITALS**

25 A. The Commissioner is authorized to administer and enforce the provisions of the
26 California Financing Law (Fin. Code, § 22000 et seq.) (CFL) and the California Residential
27 Mortgage Lending Act (Fin. Code, § 50000 et seq.) (CRMLA), and the rules and regulations
28 promulgated thereunder.

1 be deemed automatically denied. In connection with any such automatic denial, Rose hereby waives
2 her right to any reconsideration, appeal or other rights which may be afforded under the CFL, the
3 CRMLA, the Administrative Procedure Act (APA) (Govt. Code, § 11370 et seq.), the Code of Civil
4 Procedure (Code of Civ. Pro., § 1 et seq.), or any other provision of law in connection with these
5 matters.

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

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

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

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

26 8. No Presumption from Drafting. In that the parties have had the opportunity to draft,
27 review and edit the language of this Stipulation, no presumption for or against any party arising out
28 of drafting all or any part of this Stipulation will be applied in any action relating to, connected, to,

1 or involving this Stipulation. Accordingly, the parties waive the benefit of Civil Code section 1654
2 and any successor or amended statute, providing that in cases of uncertainty, language of a contract
3 should be interpreted most strongly against the party who caused the uncertainty to exist.

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

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

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

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

17 13. Authority to Sign. Each signatory hereto covenants that he or she possesses all
18 necessary capacity and authority to sign and enter into this Stipulation and undertake the obligations
19 set forth herein.

20 14. Effective Date. This Stipulation shall become effective when signed and delivered
21 by the Commissioner’s agent via e-mail to lesliejoy.rose@gmail.com.

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

24 If to Rose to: Leslie Joy Beltran Rose
25 23747 Cadenza Drive
26 Murrieta, California 92562
lesliejoy.rose@gmail.com

27 If to the Commissioner to: Allard Chu, Senior Counsel
28 Department of Financial Protection and Innovation
320 W. 4th Street, Suite 750
Los Angeles, California 90013-2344

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17. Public Record. Rose hereby acknowledges that this Stipulation is and will be a matter of public record.

Dated: January 23, 2023

CLOTHILDE V. HEWLETT
Commissioner of Financial Protection and Innovation

By _____
MARY ANN SMITH
Deputy Commissioner

Dated: January 23, 2023

By _____
LESLIE JOY BELTRAN ROSE, an individual