

1 CLOTHILDE V. HEWLETT
Commissioner
2 MARY ANN SMITH
Deputy Commissioner
3 DANIEL P. O'DONNELL
Assistant Chief Counsel
4 STEVEN E. VONG (State Bar No. 311926)
Counsel
5 Department of Financial Protection and Innovation
6 2101 Arena Blvd
7 Sacramento, California 95834
8 Telephone: (916) 576-4982
Facsimile: (916) 928-7929

9 Attorneys for Complainant

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

13	In the Matter of:) NMLS NO.: 2098064
14	THE COMMISSIONER OF FINANCIAL) SETTLEMENT AGREEMENT
15	PROTECTION AND INNOVATION,)
16	Complainant,)
17	v.)
18	JAYME RENEE HUTCHINS,)
19	Respondent.)

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22 The Commissioner of Financial Protection and Innovation (Commissioner) and Jayme
23 Renee Hutchins (Hutchins), enter into this Settlement Agreement with respect to the following
24 facts:

25 **I.**

26 **RECITALS**

27 A. The Commissioner is authorized to administer and enforce the provisions of the
28 California Financing Law (Fin. Code, § 22000 et seq.) (CFL), and the rules and regulations

1 promulgated thereunder.

2 B. On April 14, 2021, Hutchins applied for a mortgage loan originator (MLO) license
3 with the Commissioner through the Nationwide Mortgage Licensing System and Registry (NMLS)¹.

4 C. In her initial application filing, Hutchins disclosed that she was convicted of a felony
5 in 2008 in response to Form MU4 question (F)(1), but did not provide any supporting documents,
6 and only wrote “expunged” as an explanation.

7 D. On June 5, 2021, the Department’s special administrator sent Hutchins a notification
8 through NMLS that a license item² was placed on the application, requesting an explanation of
9 circumstances of the criminal disclosure, including attaching any applicable court or police
10 documents.

11 a. From July through September 2021, Hutchins amended her MU4 responses
12 seven times and submitted the information filed against her by the Contra Costa Superior
13 Court on March 12, 2008 (Case No. 05-080301-5). The information alleged that between
14 November 2005 through October 2006, Hutchins and others conspired to commit the crimes
15 of forgery, grant theft by trick or device, identity fraud, and filing false or forged instrument.
16 It also alleged that Hutchins was a licensed real estate agent, that she met with a victim who
17 intended to purchase a home in Oakland, and that Hutchins obtained the victim’s credit
18 information for the home purchase. The information further stated that Hutchins used the
19 victim’s credit and identity to purchase a home over \$700,000 without the victim’s consent,
20 that Hutchins’ co-conspirator falsely notarized that the victim signed the Deed of Trust, that
21 Hutchins falsely placed her thumb print in place of the victim’s in a notary journal, and that
22 Hutchins and another conspirator received approximately \$30,000 through commissions and
23 fees for the false loan application of the victim.

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26 ¹ NMLS is a web-based platform for regulatory agencies to administer initial license applications and ongoing
27 compliance requirements. NMLS is used by participating agencies to process the applications of companies and
28 individuals looking to apply, renew, surrender, or amend licenses for various industries. NMLS is used by Mortgage
Lenders, Mortgage Loan Originators, Money Transmitters, Money Services including check cashing and currency
exchange businesses, and more.

² A “license item” is a request from a regulator such as DFPI on the NMLS website to a licensee or applicant to
respond to a question or take an action. The NMLS website automatically generates an email to the licensee or applicant
directing the person to check the NMLS website for the license item.

1 b. Hutchins also submitted the Contra Costa Superior Court case docket and
2 minutes from August 25, 2008, indicating that she pled guilty to felony crimes of conspiracy
3 to commit a crime, Penal Code section 182(a)(1), and grand theft of personal property by
4 trick or device, violation of Penal Code section 487(a). The Contra Costa Superior Court also
5 sentenced Hutchins to three years of probation, 210 days of jail, and participation in a work
6 program.

7 c. Hutchins also provided an Order of Dismissal from August 25, 2020, granting
8 Hutchins’ petition for all felony convictions in Case No. 05-080301-5 to be reduced to
9 misdemeanors, and to dismiss the convictions under Penal Code section 1203.4.

10 E. Form MU4 question (K)(6) asks: “Has any State or federal regulatory agency or
11 foreign financial regulatory authority or self-regulatory organization (SRO) ever: (6) denied or
12 suspended your registration or license or application for licensure, disciplined you, or otherwise by
13 order, prevented you from associating with a financial services-related business or restricted your
14 activities?” Form MU4 question (K)(9) asks: “Has any State or federal regulatory agency or foreign
15 financial regulatory authority or self-regulatory organization (SRO) ever: (9) entered an order
16 concerning you in connection with any license or registration?” Hutchins responded “no” to both
17 Questions K(6) and K(9).

18 a. On or about February 5, 2009, the California Department of Real Estate
19 (DRE) filed an Order Accepting Voluntary Surrender of Real Estate License by Hutchins.

20 b. On October 24, 2016, the DRE filed an Order Denying Reinstatement of
21 License concerning Hutchins, with the DRE Commissioner finding that Respondent was not
22 sufficiently rehabilitated to receive a real estate salesperson license. The DRE Commissioner
23 noted that Hutchins “fails to recognize the wrongdoing that led to her 2008 conviction, and
24 continues to assert that she did not engage in the fraudulent transaction.”

25 F. On September 22, 2021, the Department’s special administrator sent Hutchins a
26 notification through NMLS that the Department had placed a license item on the application
27 requesting the disclosure of DRE regulatory actions taken against Hutchins.
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1 G. On September 24, 2021, Hutchins amended her MU4, answering “yes” to Regulatory
2 Action Disclosure Question (K)(9), attaching a Petition Application Supplement, and explaining that
3 she started the re-instatement process for her real estate license.

4 H. The Commissioner personally served Hutchins with a Notice of Intention to Issue
5 Order Denying Mortgage Loan Originator License Application, Statement of Issues and
6 accompanying documents, dated June 6, 2022 (Statement of Issues).

7 I. On June 16, 2022, Hutchins timely submitted a Notice of Defense to the
8 Commissioner requesting an administrative hearing on the allegations set forth in the Statement of
9 Issues.

10 J. The Commissioner finds that entering into this Settlement Agreement is in the public
11 interest and consistent with the purposes fairly intended by the policy and provisions of the CFL.
12 Hutchins, by entering this Settlement Agreement, does not admit or deny the Commissioner’s
13 Recitals or findings in the Statement of Issues.

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

16 **II.**

17 **TERMS AND CONDITIONS**

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

21 2. Application Withdrawal and Agreement Not to Reapply. The Commissioner agrees
22 to grant Hutchins’ request through NMLS to withdraw her MLO application. In consideration of the
23 Commissioner’s consent to the withdrawal of her application, Hutchins agrees not to reapply for an
24 MLO license with the Commissioner for a period of 18 months from the effective date of this
25 Settlement Agreement as defined in paragraph 21 (Waiting Period). Hutchins shall withdraw her
26 MLO application to the Commissioner no later than seven calendar days after the Effective Date of
27 this Settlement Agreement as defined in paragraph 21. If at any time prior to the withdrawal of
28 Hutchins’s application, the Department makes a finding that Hutchins has violated or is violating

1 any provision of the CFL, or any law, rule, or regulation under the jurisdiction of the Commissioner,
2 the Commissioner may deny any pending application(s) of Hutchins, provided that the
3 Commissioner give Hutchins five days' written notice of such a finding. Hutchins hereby waives any
4 hearing rights to contest such revocation or denial(s) under the CFL, California Administrative
5 Procedure Act (APA) (Govt. Code, § 11370 et seq.), the California Code of Civil Procedure (CCP)
6 (Code of Civ. Pro., § 1 et seq.) or any other provision of law in connection with this matter.

7 3. Waiver of Hearing Rights. Hutchins acknowledges that the Commissioner is ready,
8 willing, and able to proceed with the filing of an administrative enforcement action on the findings
9 contained in this Settlement Agreement. Hutchins hereby waives the right to any hearing, and to any
10 reconsideration, appeal, or other right to review which may be afforded pursuant to the CFL, the
11 APA, CCP, or any other provision of law. Hutchins further expressly waives any requirement for
12 the filing of a Statement of Issues pursuant to Government Code section 11415.60, subdivision (b).
13 By waiving such rights, Hutchins effectively consents to this Settlement Agreement becoming final.

14 4. Consideration. In consideration of the Commissioner's consent to the application
15 withdrawal, Hutchins agrees that she will not apply for a further MLO license through the
16 Department for a period of 18 months from the Effective Date of this Settlement Agreement.
17 Hutchins agrees that in the event she reapplies for an MLO license with the Department prior to the
18 expiration of the 18 month period set forth herein, the Commissioner will automatically deny such
19 application. In connection with any such automatic denial, Hutchins hereby waives her right to any
20 reconsideration, appeal or other rights which may be afforded under the CFL, APA, CCP, or any
21 other provision of law in connection with these matters.

22 5. Remedy for Breach. Hutchins acknowledges that failure to comply with the terms of
23 this Settlement Agreement, including, but not limited to failure to timely withdraw her MLO
24 application, shall be deemed a breach and cause for the Commissioner to deny any pending
25 application(s) of Hutchins. Hutchins hereby waives any notice and hearing rights to contest any such
26 revocation or denial which may be afforded under the CFL, APA, CCP, or any other provision of
27 law. Hutchins further waives any requirement for the filing of an accusation or statement of issues
28 under Government Code section 11415.60, subdivision (b), in connection with any revocation or

1 denial under this paragraph.

2 6. Full and Final Settlement. The parties further acknowledge that this Settlement
3 Agreement is intended to constitute a full, final, and complete resolution of the matter set forth
4 herein.

5 7. 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 Settlement Agreement.

8 8. Future Actions by Commissioner. If Hutchins fails to comply with any terms of this
9 Settlement Agreement, the Commissioner may institute proceedings for any and all violations
10 otherwise resolved under this Settlement Agreement. The Commissioner reserves the right to bring
11 any future actions against Hutchins, for any and all unknown violations of the CFL.

12 9. Assisting Other Agencies. Nothing in this Settlement Agreement limits the
13 Commissioner’s ability to assist a government agency (whether city, county, state, or federal) with
14 any administrative, civil or criminal action brought by that agency against Hutchins or any other
15 person based upon any of the activities alleged in this matter or otherwise.

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

19 11. Reliance. Each of the parties represents, warrants, and agrees that in executing this
20 Settlement Agreement they have relied solely on the statements set forth herein and the advice of
21 their own counsel. Each of the parties further represents, warrants, and agrees that in executing this
22 Settlement Agreement it has placed no reliance on any statement, representation, or promise of any
23 other party, or any other person or entity not expressly set forth in this Settlement Agreement, or on
24 the failure of any party or any other person or entity to make any statement, representation or
25 disclosure of anything whatsoever. The parties have included this clause: (1) to preclude any claim
26 that any party was in any way fraudulently induced to execute this Settlement Agreement; and (2) to
27 preclude the introduction of parol evidence to vary, interpret, supplement, or contradict the terms of
28 the Settlement Agreement.

1 12. Waiver, Amendments, and Modifications. No waiver, amendment, or modification of
2 this Settlement Agreement will be valid or binding unless it is in writing and signed by each of the
3 parties. The waiver of any provision of this Settlement Agreement will not be deemed a waiver of
4 any other provision. No waiver by either party of any breach of, or of compliance with, any
5 condition or provision of this Settlement Agreement by the other party will be considered a waiver
6 of any other condition or provision or of the same condition or provision at another time.

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

13 14. Governing Law. This Settlement Agreement will be governed by and construed in
14 accordance with California law. Each of the parties hereto consents to the jurisdiction of such court,
15 and hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient
16 forum to the maintenance of such action or proceeding in such court.

17 15. Counterparts. The parties agree that this Settlement Agreement may be executed in
18 one or more counterparts, each of which, when so executed shall be deemed an original. A facsimile
19 or scanned signature shall be deemed the same as an original signature. Such counterparts together
20 constitute one document.

21 16. Voluntary Agreement. Hutchins enters into this Settlement Agreement voluntarily
22 and without coercion and acknowledges that no promises, threats or assurances have been made by
23 the Commissioner or any officer, or agent thereof, about this Settlement Agreement. The parties
24 each represent and acknowledge that he, she or it is executing this Settlement Agreement completely
25 voluntarily and without any duress or undue influence of any kind from any source.

26 17. Effect Upon Future Proceedings. If Hutchins applies for any license, permit or
27 qualification under the Commissioner's current or future jurisdiction, or is the subject of any future
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1 action by the Commissioner to enforce this Settlement Agreement, then the subject matter hereof
2 shall be admitted for the purpose of such application(s) or enforcement proceedings(s).

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

5 Respondent: Jayme Renee Hutchins
6 2475 Elena Court
7 Antioch, California 94531

8 Commissioner: Steven Vong, Counsel
9 Department of Financial Protection and Innovation
10 2101 Arena Blvd
11 Sacramento, California 95834
12 Steven.Vong@dfpi.ca.gov

13 19. Signatures. A fax or electronic mail signature shall be deemed the same as an
14 original signature.

15 20. Public Record. Hutchins hereby acknowledges that this Settlement Agreement is and
16 will be a matter of public record.

17 21. Effective Date. This Settlement Agreement shall become final and effective when
18 signed by all parties and delivered by the Commissioner’s agent via e-mail to dizme@icloud.com.

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