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

13 IN THE MATTER OF:

) NMLS NO.: 2386067

14 THE COMMISSIONER OF FINANCIAL
15 PROTECTION AND INNOVATION,

) STIPULATION TO WITHDRAW
) APPLICATION

16 Complainant,

17
18 V.

19 SASAN NAGHAVIAN,

20 Respondent.
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24 This Stipulation is entered into between Respondent Sasan Naghavian (Naghavian) and
25 Complainant, the Commissioner of Financial Protection and Innovation (Commissioner), and is
26 made with respect to the following facts:

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I.

Recitals

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

B. On or about July 21, 2022, Naghavian submitted an individual MU4 License Form (MU4) to the Department of Financial Protection and Innovation (Department), through the Nationwide Multistate Licensing System¹ (NMLS), seeking licensure as a mortgage loan originator.

C. Naghavian has no sponsorship with a licensed CFL or CRMLA company.

D. In his application, Naghavian disclosed a 2006 felony conviction for transporting to sell narcotics, which was expunged in May of 2022.

E. The Commissioner’s review of Naghavian’s criminal background check also revealed a 2006 third-degree grand theft felony conviction in Orange County, Florida, which Naghavian failed to initially disclose in his MU4 at the time of application submission.

F. On October 17, 2023, Naghavian, through an email to the Department’s counsel, submitted a request to withdraw his mortgage loan originator license application.

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

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

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,

¹ NMLS is a web-based platform for regulatory agencies to administer initial license applications and ongoing compliance requirements.

1 and to avoid the expense of a hearing, and possible further court proceedings.

2 2. Withdrawal of Application. The Commissioner hereby consents to Naghavian's
3 request to withdraw his mortgage loan originator license application. In consideration of the
4 Commissioner's consent to the application withdrawal, Naghavian agrees to withdraw his
5 mortgage loan originator license application through the NMLS no later than five days from the
6 effective date of this Stipulation, as defined in paragraph 14 (Effective Date). Naghavian further
7 agrees that he will not apply for a mortgage loan originator license through the Department until
8 he has obtained court or legal documents showing a dismissal, expungement, or pardon of his
9 felony conviction, or a reduction of his felony conviction to a misdemeanor and he shows he can
10 meet the requirements of Financial Code sections 50141 and 22109.1.

11 3. Waiver of Hearing Rights. Naghavian agrees that in the event he fails to timely
12 withdraw his mortgage loan originator license application or applies again for a mortgage loan
13 originator license with the Department without proof of dismissal, expungement, or pardon of his
14 felony conviction or proof of reduction of his felony conviction to a misdemeanor and proof that
15 he meets the requirements of Financial Code sections 50141 and 22109.1, such application shall
16 be deemed automatically denied. In connection with any such automatic denial, Naghavian
17 hereby waives his right to any reconsideration, appeal or other rights which may be afforded
18 under the CFL, the CRMLA, the Administrative Procedure Act (APA) (Govt. Code, § 11370 et
19 seq.), the Code of Civil Procedure (Code of Civ. Pro., § 1 et seq.), or any other provision of law
20 in connection with these matters.

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

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

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

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

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

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

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

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

27 11. Waiver. The waiver of any provision of this Stipulation shall not operate to waive
28 any other provision set forth herein, and any waiver, amendment, or change to the terms of this

1 Stipulation must be in writing and signed by the parties.

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

6 13. Authority to Sign. Each signator hereto covenants that he or she possesses all
7 necessary capacity and authority to sign and enter into this Stipulation.

8 14. Effective Date. This Stipulation shall become effective (Effective Date) when
9 signed and delivered by the Commissioner’s agent via e-mail to [REDACTED].

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

12 If to Naghavian to:

Sasan Naghavian



15 If to the Commissioner to:

Affi Eghbaldari, Senior Counsel
Department of Financial Protection and Innovation
1455 Frazee Road, Suite 315
San Diego, CA 92108

CLOTHILDE V. HEWLETT
Commissioner of Financial Protection and
Innovation

22 Dated: 10/25/2023

By _____

MARY ANN SMITH
Deputy Commissioner

26 Dated: 10/24/2023

By _____

SASAN NAGHAVIAN, an individual