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9  
 10 BEFORE THE DEPARTMENT OF BUSINESS OVERSIGHT  
 11 OF THE STATE OF CALIFORNIA

12	In the Matter of:	)	NMLS No. 284414
		)	
13	THE COMMISSIONER OF BUSINESS	)	STIPULATION
14	OVERSIGHT,	)	
		)	
15	Complainant,	)	
		)	
16	v.	)	
		)	
17	CHRISTOPHER TODD BARTON,	)	
		)	
18	Respondent.	)	
		)	
19		)	

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 21 This Stipulation is entered into between Respondent Christopher Todd Barton  
 22 (Respondent) on the one hand, and Complainant, the Commissioner of Business Oversight  
 23 (Commissioner), on the other hand, and is made with respect to the following facts:

24 RECITALS

25 A. On January 20, 2012, the Commissioner first approved Respondent's application for a  
 26 Mortgage Loan Originator (MLO) license pursuant to section 22109.1 of the California Finance  
 27 Lenders Law (CFLL) (Fin. Code, § 22000 et seq.).  
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1 with these matters.

2 3. Admissions. Respondent admits the allegations contained in the above-referenced  
3 Accusation solely for the limited purposes of these proceedings and any future proceeding(s) that  
4 may be initiated by or brought before the Commissioner against Respondent. It is the intent and  
5 understanding between the parties that this Stipulation, and particularly the admissions of Respondent  
6 herein, shall not be binding or admissible against Respondent in any action(s) brought against  
7 Respondent by third parties.

8 4. Dismissal of Notice of Intention. Except as otherwise provided herein, the parties  
9 agree that this Stipulation shall have the effect of dismissing the Notice of Intention cited in  
10 Paragraph C. The dismissal shall become effective upon the Effective Date of this Stipulation, as  
11 such date is defined in Paragraph 17.

12 5. Continuing Education. Respondent agrees that for 36 months immediately following  
13 the Effective Date of this Settlement Agreement, as set forth in Paragraph 17, Respondent shall  
14 annually complete at least eight hours of continuing education offered by a vendor approved by the  
15 Nationwide Multistate Licensing System. Proof of annual compliance (Compliance Report) shall be  
16 submitted no later than June 30 of each year to the Commissioner’s agent specified in Paragraph 18.

17 6. Administrative Penalty. In consideration of the dismissal of the Notice of Intention  
18 effected by Paragraph 4 above, Respondent agrees to pay an administrative penalty to the  
19 Commissioner in the amount of \$2,500.00, which shall be due upon execution of this Stipulation.  
20 Payment in the form of a cashier’s check shall be made payable to “The Department of Business  
21 Oversight” and mailed to the Commissioner’s agent specified in Paragraph 18 below.

22 7. Commissioner’s Remedy for Violation. Respondent agrees that for 36 months  
23 immediately following the Effective Date of this Stipulation, as set forth in Paragraph 17, if the  
24 Commissioner makes a finding that Respondent has violated or is violating any provision of this  
25 Stipulation, or of the CFLL or CRMLA, and such Respondent fails to cure said violation(s) within 10  
26 days after being provided written notice of said violation(s) by the Commissioner, the Commissioner  
27 may, in her sole discretion, issue to Respondent a final order revoking his MLO license. Respondent  
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1 waives all notice and hearing rights to contest any revocation order issued pursuant to this provision,  
2 which may be afforded under the CFLL, the CRMLA, the California Administrative Procedure Act,  
3 the California Code of Civil Procedure, or any other provision of law in connection with these  
4 matters.

5 8. Stipulation Coverage. The parties hereby acknowledge and agree that this Stipulation  
6 is intended to constitute a full, final, and complete resolution of the matter set forth herein and that no  
7 further proceedings or actions will be brought by the Commissioner in connection with these matters  
8 under the CFLL or any other provision of law, excepting therefrom any proceeding or action if such  
9 proceeding or action is based upon facts not presently known to the Commissioner or which were  
10 knowingly concealed from the Commissioner by Respondent.

11 9. Commissioner’s Duties. The parties acknowledge and agree that nothing contained in  
12 this Stipulation shall operate to limit the Commissioner's ability to assist any other agency, (county,  
13 state or federal) with any prosecution, administrative, civil or criminal, brought by any such agency  
14 against Respondent or any other person based upon any of the activities alleged in this matter or  
15 otherwise.

16 10. Independent Legal Advice. Each of the parties represents, warrants, and agrees that it  
17 has had the opportunity to seek independent advice from an attorney(s) and/or representative with  
18 respect to the advisability of executing this Stipulation.

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

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1           12.    Full Integration. This Stipulation is the final written expression and the complete and  
2 exclusive statement of all the agreements, conditions, promises, representations, and covenants  
3 between the parties with respect to the subject matter hereof, and supersedes all prior or  
4 contemporaneous agreements, negotiations, representations, understandings, and discussions between  
5 and among the parties, their respective representatives, and any other person or entity, with respect to  
6 the subject matter covered hereby.

7           13.    No Presumption from Drafting. In that the parties have had the opportunity to draft,  
8 review and edit the language of this Stipulation, no presumption for or against any party arising out  
9 of drafting all or any part of this Stipulation will be applied in any action relating to, connected, to, or  
10 involving this Stipulation. Accordingly, the parties waive the benefit of California Civil Code section  
11 1654 and any successor or amended statute, providing that in cases of uncertainty, language of a  
12 contract should be interpreted most strongly against the party who caused the uncertainty to exist.

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

16           15.    Counterparts. This Stipulation may be executed in one or more counterparts, each of  
17 which shall be an original but all of which, together, shall be deemed to constitute a single document.  
18 This Stipulation may be executed by facsimile signature, and any such facsimile signature by any  
19 party hereto shall be deemed to be an original signature and shall be binding on such party to the  
20 same extent as if such facsimile signature were an original signature.

21           16.    Settlement Authority. Each signator hereto covenants that he/she possesses all  
22 necessary capacity and authority to sign and enter into this Stipulation.

23           17.    Effective Date. This Stipulation shall become effective (Effective Date) when  
24 executed by the Commissioner or her designee and transmitted by electronic mail to Respondent at  
25 christopherbarton33@gmail.com.

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