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California Corporations Commissioner
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Attorneys for Complainant

BEFORE THE DEPARTMENT OF CORPORATIONS

OF THE STATE OF CALIFORNIA

In the Matter of THE CALIFORNIA CORPORATIONS COMMISSIONER, Complainant, v. GREGORY LEE TOWNSEND, Respondent.	OAH CASE# 2010120675 NMLS ID# 263565 STIPULATION TO ORDER DENYING MORTGAGE LOAN ORIGINATOR LICENSE APPLICATION

This Stipulation is entered into between Gregory Lee Townsend ("Townsend") and the California Corporations Commissioner ("Commissioner") and is made with respect to the following facts:

RECITALS

A. On or about July 29, 2010, Townsend electronically filed with the Commissioner an application on Form MU4 through the Nationwide Mortgage Licensing System & Registry

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("NMLS") for a mortgage loan originator license in the State of California pursuant to the Mortgage Loan Originators provision of the California Residential Mortgage Lending Act (California Financial Code section 50000 *et seq*.).

B. Townsend's application was for employment or working on behalf of Fisher Financial Group, Inc. as a mortgage loan originator, which has its principal place of business located at 3303 East Baseline Road, Suite 118, Gilbert, Arizona, 85234.

C. On or about September 9, 2010, the Commissioner determined not to issue a mortgage loan originator license to Townsend pursuant to Financial Code section 50141.

D. On December 8, 2010, the Commissioner issued a Statement in Support of Non-Issuance of Mortgage Loan Originator License based upon the following:

1. Townsend has been convicted or pled guilty or nolo contendere to felony possession of stolen mail and misdemeanor theft of U.S. Postal Service property on February 17, 1999, which constitutes a felony involving an act of fraud or dishonesty under the meaning of Financial Code section 50141;

2. Townsend has failed to demonstrate such financial responsibility, character, and general fitness as to command the confidence of the community and warrant a determination that he will operate honestly, fairly, and efficiently as a mortgage loan originator as required by Financial Code section 50141; and,

3. Denial of Townsend's mortgage loan originator license pursuant to Financial Code section 50513 is supported by evidence that he withheld information or made a material misstatement in his application when he failed to fully disclose his criminal history.

E. Townsend timely requested an administrative hearing which was set for April 26, 2011.

F. It is the intention and desire of the parties to resolve the issues without the necessity or expense of a hearing and/or other litigation.

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

TERMS AND CONDITIONS

1. Townsend hereby agrees to the immediate issuance by the Commissioner of an order denying his mortgage loan originator license application pursuant to Financial Code sections 50513 and 50141. A copy of this order is attached and incorporated as Exhibit A.

2. Townsend does not admit or deny the allegations contained herein.

3. Townsend waives his right to a hearing, and to any reconsideration, appeal, or other rights that may be afforded pursuant to the California Residential Mortgage Lending Act, the California Administrative Procedure Act, or any other provision of law in connection with this matter herein.

4. The parties hereby acknowledge and agree that this Stipulation is intended to constitute a full, final and complete resolution of this matter. The parties further acknowledge and agree that nothing contained in this Stipulation shall operate to limit the Commissioner's ability to assist any other agency (county, state or federal) with any prosecution, administrative, civil or criminal, brought by any such agency against Townsend based upon any of the activities alleged in this matter or otherwise.

5. Each of the parties represents, warrants, and agrees that in executing this Stipulation it has relied solely on the statements set forth herein and, if applicable, the advice of its own counsel and/or representative. Each of the parties further represents, warrants, and agrees that in executing this Stipulation it has placed no reliance on any statement, representation, or promise of any other party, or any other person or entity not expressly set forth herein, or upon the failure of any party or any other person or entity to make any statement, representation or disclosure of anything

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whatsoever. The parties have included this clause: (1) to preclude any claim that any party was in any way fraudulently induced to execute this Stipulation; and (2) to preclude the introduction of parol evidence to vary, interpret, supplement, or contradict the terms of this Stipulation.

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

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

8. This Stipulation may be executed in one or more counterparts, each of which shall be an original but all of which, together, shall be deemed to constitute a single document.

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9. Each signator hereto covenants that he/she possesses all necessary capacity and authority to sign and enter into this Stipulation.

Dated: _____4-11-2011_____

PRESTON DUFAUCHARD
California Corporations Commissioner

By_____
ALAN S. WEINGER
Deputy Commissioner

Dated: ____4-11-2011_____

By_____
GREGORY LEE TOWNSEND

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