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

In the Matter of:	)	CRMLA LICENSE NO.: 41DBO-139995
THE COMMISSIONER OF FINANCIAL	)	CONSENT ORDER
PROTECTION AND INNOVATION,	)	
Complainant,	)	
v.	)	
DIRECTIONS EQUITY, LLC,	)	
Respondent.	)	

The Commissioner of Financial Protection and Innovation (Commissioner) of the
Department of Financial Protection and Innovation (Department) and Directions Equity LLC (DE)
(Respondent) enter this Consent Order with respect to the following facts:

I.

RECITALS

- A. The Commissioner has jurisdiction over the licensing and regulation of entities engaged in the business of a residential mortgage lender and servicer under the California Residential Mortgage Lending Act, commencing at Financial Code section 50000 et seq. (CRMLA).
- B. DE is a residential mortgage lender and servicer licensed by the Commissioner pursuant to the CRMLA with license number 41DBO-139995.

1 C. DE's principal place of business is located at 2915 W Bitters Road, Suite 102, San
2 Antonio, Texas 78248.

3 D. On or about June 5, 2023, the Commissioner commenced a regulatory examination of
4 the books and records of DE pursuant to section 50302 of the CRMLA covering the period from
5 February 1, 2020, to March 31, 2023 (2023 Regulatory Exam).

6 E. The 2023 Regulatory Exam disclosed that in 2 out of 9 loan files reviewed (22%), DE
7 charged borrowers per diem interest in excess of one day prior to the date that the loan proceeds
8 were disbursed from escrow, in violation of Financial Code section 50204 (o) and Civil Code section
9 2948.5.

10 F. The Department directed DE to conduct a self-audit of all loans originated in
11 California from February 1, 2020, to August 23, 2023, to determine the number and amount of per
12 diem interest overcharges, including but not limited to: the borrower loan number, name, loan
13 amount, interest rate, date funds were disbursed by the settlement agent, interest start date, interest
14 end date, amount of interest collected, correct amount of interest, interest overcharged, 10% interest,
15 amount of refund check, date refunded, and first payment due date (self-audit report).

16 G. On or about September 28, 2023, DE submitted a self-audit report that disclosed 10
17 out of 74 loan files (13.5%) in which DE overcharged borrowers per diem interest, in violation of
18 Financial Code section 50204(o) and Civil Code section 2948.5. Pursuant to Financial Code section
19 50504 (b), on or around September 23, 2023, DE issued refunds to 10 borrowers identified in the
20 self-audit report in the amount of the overcharge plus interest at the rate of 10% per annum from the
21 date of the overcharge.

22 H. In addition to the violations outlined above, the 2023 Regulatory Exam revealed the
23 following violations of the CRMLA:

- 24 i. Failing to maintain business records for 36 months in violation of Financial Code
25 section 50124(a)(2).
26 ii. Failing to keep documents and records in violation of Financial Code section
27 50314(a).
28

1 I. The Commissioner finds that entering into this Consent Order is in the public interest
2 and consistent with the purposes fairly intended by the policies and provisions of the CRMLA.

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

5 **II.**

6 **TERMS AND CONDITIONS**

7 1. Purpose. This Consent Order resolves the issues before the Commissioner set forth in
8 Paragraphs A through I above in a manner that avoids the expense of a hearing and other possible
9 court proceedings, protects consumers, is in the public interest, and is consistent with the purposes,
10 policies, and provisions of the CRMLA.

11 2. Order to Discontinue Violations. The Commissioner hereby orders, and Directions
12 Equity, LLC agrees, that in accordance with Financial Code sections 50321 and 50323, Directions
13 Equity, LLC will immediately discontinue violating Financial Code sections 50124, subdivision
14 (a)(2) and 50204, subdivision (o); Financial Code section 51024 subdivision (a)(2); Financial Code
15 section 50314 subdivision (a); and Civil Code section 2948.5.

16 3. Payment of Refunds. DE affirms that to date it has made refunds for per diem
17 interest overcharges totaling \$1,554.93 based on the self-audit covering the period May 14, 2018 to
18 March 9, 2022 per paragraph G.

19 4. Penalties. DE shall pay a penalty in the amount of \$100,000.00 for the violations set
20 forth in Paragraphs E through I above as stated in (a) – (l) below. The penalty shall be made payable
21 in the form of a cashier's check or Automated Clearing House deposit to the Department of
22 Financial Protection and Innovation and transmitted to the attention of Accounting – Litigation, at
23 the Department of Financial Protection and Innovation, 651 Bannon Street, Sacramento, California
24 95811. Notice of the payment must be concurrently sent to Jari Binder via e-mail at:
25 Jari.Binder@dfpi.ca.gov.

26 a. \$ \$8,333.33 due by no later than November 3, 2025;

27 b. \$ \$8,333.33 due by no later than December 1, 2025;

28 c. \$ \$8,333.33 due by no later than January 2, 2026;

- d. \$ \$8,333.33 due by no later than February 2, 2026;
- e. \$ \$8,333.33 due by no later than March 2, 2026;
- f. \$ \$8,333.33 due by no later than April 1, 2026;
- g. \$ \$8,333.33 due by no later than May 1, 2026;
- h. \$ \$8,333.33 due by no later than June 1, 2026;
- i. \$ \$8,333.33 due by no later than July 1, 2026;
- j. \$ \$8,333.33 due by no later than August 3, 2026;
- k. \$ \$8,333.33 due by no later than September 1, 2026;
- l. \$ \$8,333.37 due by no later than October 1, 2026;

5. Failure to Comply with the Consent Order. DE agrees that if it fails to comply with the terms of this Consent Order, including the payment of the penalty according to the schedule set forth in Paragraph 4, the total amount of penalty remaining due will become immediately due and payable within 10 days of receiving a written notice of noncompliance from the Commissioner. Furthermore, the Commissioner may then take any remedies he has under the CRMLA, or any other provisions of law, including but not limited to denial of any pending or future application and suspension or revocation of any license or conditional license, until DE is in compliance. DE waives any notice and hearing rights which may be afforded under the CRMLA, the California Administrative Procedure Act, the California Code of Civil Procedure, or any other provision of law, that the Commissioner may use to ensure compliance with this Consent Order.

6. Waiver of Hearing Rights. DE acknowledges the Commissioner is ready, willing, and able to proceed with the filing of an administrative action on the charges contained in this Consent Order. DE hereby waives the right to any hearings, and to any reconsideration, appeal, or other right to review which may be afforded pursuant to the CRMLA, the California Administrative Procedure Act, the California Code of Civil Procedure, or any other provision of law. DE further expressly waives any requirement for the filing of an Accusation pursuant to California Government Code section 11415.60, subdivision (b). By waiving such rights, DE effectively consents to this Consent Order becoming final.

1 7. Information Willfully Withheld or Misrepresented. Notwithstanding paragraph 12
2 this Consent Order may be revoked and the Commissioner may pursue any and all remedies
3 available under law against DE if the Commissioner discovers that DE knowingly or willfully
4 withheld or misrepresented material information.

5 8. Future Actions by Commissioner. If DE fails to comply with any terms of the
6 Consent Order, the Commissioner may institute proceedings for any and all violations otherwise
7 resolved under this Consent Order. The Commissioner reserves the right to bring any future actions
8 against DE, or any of its partners, owners, officers, shareholders, directors, employees or successors
9 for any and all unknown violations of the CRMLA.

10 9. Assisting Other Agencies. Nothing in this Consent Order limits the Commissioner's
11 ability to assist any other government agency (city, county, state, or federal) with any prosecution,
12 administrative, civil or criminal brought by that agency against DE or any other person based upon
13 any of the activities alleged in this matter or otherwise.

14 10. Headings. The headings to the paragraphs of this Consent Order are inserted for
15 convenience only and will not be deemed a part hereof or affect the construction or interpretation of
16 the provisions hereof.

17 11. Binding. This Consent Order is binding on all heirs, assigns, and/or successors in
18 interest.

19 12. Reliance. Each of the parties represents, warrants, and agrees that in executing this
20 Consent Order it has relied solely on the statements set forth herein and the advice of its own
21 counsel, if represented. Each of the parties further represents, warrants, and agrees that in executing
22 this Consent Order 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 herein, or upon the failure of any
24 party or 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
26 any way fraudulently induced to execute this Consent Order; and (2) to preclude the introduction of
27 parol evidence to vary, interpret, supplement, or contradict the terms of this Consent Order.

28 13. No Presumption Against Drafting Party. Each party acknowledges that it has had the

1 opportunity to draft, review, and edit the language of this Consent Order. Accordingly, the parties
2 intend that no presumption for or against the drafting party will apply in construing any part of this
3 Consent Order. The parties waive the benefit of Civil Code section 1654 as amended or
4 corresponding provisions of any successor statute, which provide that in cases of uncertainty,
5 language of a contract should be interpreted most strongly against the party that caused the
6 uncertainty to exist.

7 14. Independent Legal Advice. Each of the parties represents, warrants, and agrees that it
8 has received independent advice from its attorney(s) and/or representatives with respect to the
9 advisability of executing this Consent Order.

10 15. Waiver, Amendments, and Modifications. No waiver, amendment, or modification of
11 this Consent Order will be valid or binding unless it is in writing and signed by each of the parties.
12 The waiver of any provision of this Consent Order will not be deemed a waiver of any other
13 provision. No waiver by either party of any breach of, or of compliance with, any condition or
14 provision of this Consent Order by the other party will be considered a waiver of any other condition
15 or provision or of the same condition or provision at another time.

16 16. Full Integration. This Consent Order is the final written expression and the complete
17 and exclusive statement of all the agreements, conditions, promises, representations, and covenant
18 between the parties with respect to the subject matter hereof, and supersedes all prior or
19 contemporaneous agreements, negotiations, representations, understandings, and discussions
20 between and among the parties, their respective representatives, and any other person or entity, with
21 respect to the subject matter covered hereby.

22 17. Governing Law. This Consent Order will be governed by and construed in
23 accordance with California law. Each of the parties hereto consents to the jurisdiction of such court,
24 and hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient
25 forum to the maintenance of such action or proceeding in such court.

26 18. Counterparts. Counterparts. This Consent Order may be executed in one or more
27 separate counterparts, each of which when: so executed, shall be deemed an original. Such
28 counterparts shall together constitute a single document.

1 19. Effect Upon Future Proceedings. If DE applies for any license, permit or qualification
2 under the Commissioner's current or future jurisdiction, or is the subject of any future action by the
3 Commissioner to enforce this Consent Order, then the subject matter hereof shall be admitted for the
4 purpose of such application(s) or enforcement proceedings(s).

5 20. Voluntary Agreement. DE enters this Consent Order voluntarily and without
6 coercion and acknowledges that no promises, threats or assurances have been made by the
7 Commissioner or any officer, or agent thereof, about this Consent Order. The parties each represent
8 and acknowledge that they are executing this Agreement completely voluntarily and without any
9 duress or undue influence of any kind from any source.

10 21. Notice. Any notice required under this Consent Order shall be provided to each party
11 at the following addresses:

12 To DE:

13 Easton Crafts
14 2915 West Bitters Road, Suite 102, San Antonio, Texas 78248
15 easton@directionshomeloan.com

16 To the Commissioner:

17 Jari Binder, Counsel, Enforcement Division, Department of Financial Protection and
18 Innovation
19 Jari.Binder@dfpi.ca.gov

20 22. Signatures. A fax or electronic mail signature shall be deemed the same as an
21 original signature.

22 23. Public Record. DE hereby acknowledges that this Consent Order is and will be a
23 matter of public record.

24 24. Effective Date. This Consent Order shall become final and effective when signed by
25 all parties and delivered by the Commissioner's counsel via e-mail to DE at
26 easton@directionshomeloan.com.

27 25. Authority to Sign. Each signatory hereto covenants that he/she possesses all
28 necessary capacity and authority to sign and enter into this Consent Order and undertake the
obligations set forth herein.

1 26. Finality of Consent Order. DE agrees to comply with this Consent Order and
2 stipulates this Consent Order is hereby deemed final.

3
4 Dated: November 4, 2025

KHALIL MOHSENI
Commissioner of Financial Protection and Innovation

5
6
7 By _____
8 MARY ANN SMITH
9 Deputy Commissioner
Enforcement Division

10 Dated: October 30, 2025

DIRECTIONS EQUITY, LLC.

11
12 By _____
13 Easton Crafts
14 President