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**BEFORE THE DEPARTMENT OF BUSINESS OVERSIGHT
OF THE STATE OF CALIFORNIA**

In the Matter of:

CFL License No.: 603D827

THE COMMISSIONER OF BUSINESS
OVERSIGHT,

Complainant,

CONSENT ORDER

v.

OCWEN FINANCIAL SOLUTIONS,
PRIVATE LIMITED,

Respondent.

This Consent Order is entered into between the Commissioner of Business Oversight (“Commissioner”), and Ocwen Financial Solutions, Private Limited (“OFSPPL”) (hereinafter collectively referred to as “the Parties”) as of the date set forth in paragraph 18 below (“Effective Date”).

RECITALS

- A. OFSPPL is a foreign corporation formed and existing under the laws of the nation of India and authorized to conduct business in the State of California.
- B. OFSPPL is a finance lender licensed by the Commissioner pursuant to the California

1 Finance Lenders Law ("CFL") (Fin. Code, § 22000 et seq.). OFSPL has its principal place of
2 business located at Pritech Park, Block 12, Sarjapur, Marathahalli Outer Ring, Bangalore, Karnataka,
3 India. In California, OFSPL has a branch office associated with its California Bureau of Real Estate
4 ("BRE") license that is located at 66 George Lane, Suite 101, Sausalito, CA 94965.

5 C. The Department of Business Oversight ("Department") issued a license under the
6 CFL to OFSPL on September 25, 2006 and OFSPL has been continuously licensed since that date.

7 D. Ocwen Loan Servicing, LLC ("OLS") is a limited liability company formed and
8 existing under the laws of the State of Delaware and authorized to conduct business in the State of
9 California.

10 E. OLS is a residential mortgage lender and loan servicer licensed by the Commissioner
11 pursuant to the California Residential Mortgage Lending Act ("CRMLA") (Fin. Code, § 50000 et
12 seq.). OLS has its principal place of business located at 1661 Worthington Road, Suite 100, West
13 Palm Beach, FL 33409. In California, OLS has a branch office located at 901 North Brand
14 Boulevard, Suite 650, Glendale, CA 91203. OLS is engaged in the business of servicing residential
15 mortgage loans in California.

16 F. The Department, through the Commissioner, has jurisdiction over the licensing and
17 regulation of entities engaged in the business of mortgage lending and/or servicing pursuant to the
18 CRMLA and the CFL.

19 G. OLS and the Department have executed a separate consent order ("OLS Consent
20 Order") to resolve issues identified in an examination of OLS. (Attached hereto as Exhibit 1 is a copy
21 of the OLS Consent Order.)

22 H. The Department finds that, from at least September 2006 to August 2016, OFSPL
23 engaged in the business of servicing residential mortgage loans on behalf of OLS.

24 I. The Department finds that OFSPL violated the CRMLA, specifically Financial Code
25 section 50002, subdivision (a), by engaging in the above-described activity under the CFL rather
26 than obtaining from the Commissioner a residential mortgage loan servicing license under the
27 CRMLA.

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1 J. The Parties agree that this Order represents a compromise and settlement, and shall
2 not be deemed or construed to constitute an admission of any findings, liability or wrongdoing by
3 either of the Parties.

4 K By entering into this Order, OFSPL does not admit the alleged violations set forth in
5 the Order other than those facts deemed necessary to establish the jurisdiction of the Commissioner.

6 L. OFSPL obtained a corporation license from the BRE on August 2, 2016.

7 NOW, THEREFORE, the Parties are willing to resolve the matters cited herein as follows:

8 **TERMS AND CONDITIONS**

9 **Monetary Penalty**

10 1. OFSPL hereby agrees to pay the sum of Fifty-Two Thousand, Five Hundred Dollars
11 (\$52,500.00) to the Department.

12 2. The \$52,500.00 shall be received by the Department within ten (10) days of the
13 Effective Date of this Order, made payable in the form of a cashier's check or Automated Clearing
14 House deposit to the "Department of Business Oversight," and transmitted to the attention of:
15 Accounting-Enforcement Divisions, at the Department of Business Oversight located at 1515 K
16 Street, Suite 200, Sacramento, CA 95814. Notice of the payment shall be provided to: Alex M.
17 Calero, Senior Counsel, Enforcement Division at the Department of Business Oversight's San Diego
18 Office at 1350 Front Street, Room 2034, San Diego, CA 92101.

19 **Order to Desist and Refrain from Servicing Residential Mortgage Loans without a License**

20 3. Pursuant to Financial Code section 50320, OFSPL is ordered to desist and refrain from
21 engaging in the business of servicing residential mortgage loans in the State of California without
22 first obtaining a license from the Commissioner authorizing OFSPL to do so or unless exempt. The
23 Parties acknowledge that the BRE license obtained by OFSPL on August 2, 2016 qualifies OFSPL
24 for an exemption to the CRMLA's licensure requirement.

25 **Limitations on Servicing**

26 4. OFSPL shall not be permitted to own or acquire mortgage servicing rights, or to
27 service, subservice, or master service residential mortgages secured by properties in the State of
28 California, without either a CRMLA or BRE license.

1 **Notices**

2 5. All communications regarding this Consent Order will be sent to:

3 Alex M. Calero
4 Senior Counsel
5 California Department of Business Oversight
6 1350 Front Street, Room 2034
7 San Diego, CA 92101

8 Timothy M. Hayes
9 General Counsel
10 Ocwen Financial Corporation
11 1661 Worthington Road, Suite 100
12 West Palm Beach, FL 33409

13 Donna L. Wilson
14 Partner
15 Manatt, Phelps & Phillips, LLP
16 11355 W. Olympic Boulevard
17 Los Angeles, CA 90064

18 OFSPL must report to the Department any change in the above notice information before the
19 change or as soon as practicable after learning of the change, whichever is sooner.

20 **Miscellaneous Provisions**

21 6. The Parties acknowledge and agree this Order is intended to constitute a full, final,
22 and complete resolution of the violations set forth above.

23 7. Each Party mutually releases and discharges the other from any and all claims,
24 demands, causes of action, obligations and liabilities of every kind and nature whatsoever which each
25 of the Parties had, or claims to have had, or now has, against the other (including but not limited to
26 claims against individual executives, officers, directors, agents, appointees, representatives and/or
27 employees of each Party), whether known or unknown, except those the Parties have specifically
28 reserved.

8. This mutual release includes claims asserted by the Department relating to mortgage
servicing practices described in this Order. This mutual release further includes, but is not limited to,
claims between the Parties which relate to or arise from the OLS Consent Order and resulting
Compliance Review and Servicing Practices Review and any claims related to the licensing of
OFSPL. The Parties understand and agree that, as to claims that are known to the party when the

1 release is signed, any statutory provisions, including California Civil Code section 1542, that would
2 otherwise apply to limit this general release are hereby waived.

3 The Parties understand and agree that the claims released in paragraphs 7 and 8 herein (the
4 “Released Claims”) include not only claims presently known to them, but also include all unknown
5 or unanticipated claims, rights, demands, actions, obligations, liabilities and causes of action of every
6 kind and character that would otherwise occur during September 2006 to the Effective Date of this
7 Order. Section 1542 of the California Civil Code provides as follows:

8 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS, WHICH
9 THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS
10 OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE,
11 WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY
12 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

13 **The Parties knowingly and voluntarily waive any and all rights or benefits that they may now
14 have, or in the future may have, under the terms of section 1542 of the California Civil Code.**

15 No entity or individual other than OFSPL and the Department may rely on this release and
16 there are no intended or unintended third party beneficiaries.

17 9. The parties further acknowledge and agree the Commissioner will bring no further
18 proceedings or actions related to matters resolved by this Order, either under the CRMLA, or any
19 other provision of law, except the Commissioner may bring an action to enforce compliance with the
20 terms of this Order. Nothing in this Order shall bar the Department from conducting additional
21 statutorily required or authorized examinations of OFSPL.

22 10. OFSPL agrees to comply with this Order and any amendment in writing thereto. It is
23 further understood this Order is binding on the Department and OFSPL, as well as their successors in
24 interest and assigns, but it specifically does not bind any federal or other state agencies or any law
25 enforcement authorities.

26 11. The Parties further acknowledge and agree nothing in this Order shall preclude the
27 Commissioner, or her agents or employees, to the extent required by law, from assisting or
28 cooperating in any investigation and/or action brought by any other federal, state, county, or city
agency.

12. The section headings contained in this Order are for reference purposes only and shall

1 not affect the meaning or interpretation of this Order.

2 13. The waiver of any provision of this Order shall not operate to waive any other
3 provision set forth herein, and any waiver, amendment or change to the terms of this Order must be in
4 writing and signed by the Parties.

5 14. The Parties represent and warrant each party has received advice from its attorney(s)
6 and/or other representatives prior to entering into this Order, and that in executing this Order each
7 party relied solely on the statements set forth herein and the advice of its own counsel and/or
8 representative.

9 15. OFSPL enters this Order voluntarily and acknowledges that no promises or assurances
10 have been made by the Department or any officer or agent thereof, about this Order.

11 16. The Order may be executed in one or more counterparts, each of which shall be an
12 original but all of which, together, shall be deemed to constitute a single document. A fax signature
13 shall be deemed the same as an original signature.

14 17. Each signatory represents and warrants that he/she possesses the necessary capacity
15 and authority to execute this Order and bind the Parties.

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1 18. This Order shall not become effective until signed by all parties and delivered by the
2 Commissioner's counsel by email to counsel for OFSPL.

3 Dated: February 17, 2017

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5 JAN LYNN OWEN
6 Commissioner of Business Oversight

7 BY: _____
8 Jan Lynn Owen, Commissioner

9 Dated: February 17, 2017

10 OCWEN FINANCIAL SOLUTIONS PRIVATE LIMITED

11 BY: _____
12 Ravi Sarukkai Parthasarathy
13 President, India and Manila Operations

14 APPROVED AS TO FORM:

15 _____
16 Alex M. Calero
17 Counsel for the Department

18 _____
19 Donna L. Wilson, Manatt, Phelps, and Phillips, LLP
20 Counsel for Ocwen Financial Solutions Private Limited

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