

1 MARY ANN SMITH
Deputy Commissioner
2 SEAN ROONEY
Assistant Chief Counsel
3 ALEX M. CALERO (CA STATE BAR NO. 238389)
Corporations Counsel
4 CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT
1350 Front Street, Room 2034
5 San Diego, California 92101
Telephone: (619) 525-4044
6 Facsimile: (619) 525-4045
7 Attorneys for the Complainant

8
9 **BEFORE THE DEPARTMENT OF BUSINESS OVERSIGHT**
10 **OF THE STATE OF CALIFORNIA**

11 In the Matter of the Accusation of THE
12 COMMISSIONER OF BUSINESS
13 OVERSIGHT,

14 Complainant,

15 vs.

16 OCWEN LOAN SERVICING, LLC,

17 Respondent.

File No.: 413-0544

OAH No. 2014100930

CONSENT ORDER

18
19 This Consent Order is entered into between the Commissioner of Business Oversight,
20 (“Commissioner”), and Ocwen Loan Servicing, LLC (“Ocwen”) (hereinafter collectively referred to
21 as “the Parties”).

22 **RECITALS**

23 WHEREAS, Ocwen is a limited liability company formed and existing under the laws of the
24 State of Delaware and authorized to conduct business in the State of California.

25 WHEREAS, Ocwen is a residential mortgage lender and loan servicer licensed by the
26 Commissioner pursuant to the California Residential Mortgage Lending Act ("CRMLA") (Fin. Code,
27 § 50000 et seq.). Ocwen has its principal place of business located at 1661 Worthington Road, Suite
28 100, West Palm Beach, Florida, 33409. In California, Ocwen has a branch office located at 2255

1 North Ontario Street, Suite 400, Burbank, California, 91504.

2 WHEREAS, the Department of Business Oversight (“Department”), through the
3 Commissioner, has jurisdiction over the licensing and regulation of entities engaged in the business
4 of lending and/or servicing pursuant to the CRMLA.

5 WHEREAS, Ocwen reported that in California, during 2013, it serviced more than \$90 billion
6 in mortgage loans, for more than 350,000 borrowers and foreclosed on more than 2500 borrowers.

7 WHEREAS, pursuant to Financial Code section 50302, the Commissioner is required to
8 examine the records, documents and affairs of each licensee under the CRMLA to ensure compliance
9 with the law. Financial Code section 50314 requires a licensee to keep records and documents that
10 will properly enable the Commissioner to determine whether the licensee is in compliance with the
11 law.

12 WHEREAS, on or about January 8, 2013, the Commissioner commenced a routine regulatory
13 examination of Ocwen through her examination staff, to ensure Ocwen’s compliance with the
14 CRMLA and the California Homeowner Bill of Rights, a package of amendments to the California
15 Civil Code that became law on January 1, 2013.

16 WHEREAS, as part of the regulatory examination, the Department made reasonable requests
17 to Ocwen, including through a lawfully issued administrative subpoena duces tecum, for the
18 production of information and documents for borrower loan files. On October 15, 2013, the
19 Department made a request to Ocwen for documents and information for ten loan files. A second
20 request was made on July 31, 2014 for 1200 loan files (“1200 loan sample”). A third request was
21 made on August 5, 2014 for 120 loan files (“120 loan sample”).

22 WHEREAS, on June 16, 2014 the Department issued an Order to Discontinue Violations as a
23 result of Ocwen’s failure to produce requested information and documents. Ocwen did not request a
24 hearing to challenge the Order to Discontinue Violations and the Order to Discontinue Violations is
25 now final.

26 WHEREAS, on October 3, 2014, the Department issued an Order of Forfeiture, requiring
27 Ocwen to forfeit \$1,000.00, which is the maximum allowed under the law, as a result of Ocwen’s
28 failure to meet a deadline for production of requested information and documents.

1 WHEREAS, on November 26, 2014, the Department issued a second Order of Forfeiture,
2 requiring Ocwen to forfeit an additional \$1,000.00, which is the maximum allowed under the law, as
3 a result of Ocwen’s failure to meet a subsequent deadline for production of requested information and
4 documents for the 120 and 1200 loan samples.

5 WHEREAS, due to Ocwen’s repeated failure to timely and fully comply with the
6 Commissioner’s requests for information and documentation, the Department initiated an action, on
7 October 3, 2014, to suspend Ocwen’s license, entitled the *Commissioner of Business Oversight v.*
8 *Ocwen Loan Servicing, LLC*, OAH No. 2014100930 (“Accusation”).

9 WHEREAS, on or about October 3, 2014, Ocwen was served with the Accusation. Ocwen
10 timely filed a Notice of Defense with the Commissioner regarding the Accusation.

11 WHEREAS, after Ocwen’s filing of the Notice of Defense, Ocwen’s failure to timely and
12 fully comply with the Commissioner’s requests for information and documents for the 120 and 1200
13 loan samples continues.

14 WHEREAS, despite a California administrative law judge ordering Ocwen, on November 14,
15 2014, to produce all information and documents by December 1, 2014, Ocwen failed to produce all
16 outstanding items for the 120 and 1200 loan samples.

17 WHEREAS, on January 2, 2015, the Department issued a third Order of Forfeiture, requiring
18 Ocwen to forfeit \$1,000.00 more, which is the maximum allowed under the law, as a result of
19 Ocwen’s failure to again meet a deadline for production of requested information and documents for
20 the 120 loan sample.

21 WHEREAS, Ocwen’s repeated failure to timely produce all the information and documents
22 requested by the Department has caused unnecessary delay of the Department’s examination, which
23 is ongoing.

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

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26 ///
27 ///
28 ///

1 **TERMS AND CONDITIONS**

2 **Resolution of Current Accusation**

3 1. This Consent Order is entered into between the Commissioner and Ocwen to resolve
4 the matters set forth in the Accusation, issued on October 3, 2014. The Consent Order is entered into
5 for the purpose of judicial economy and expediency and to avoid the expense of a hearing and
6 possible further litigation.

7 2. Ocwen acknowledges its right to an administrative hearing under the CRMLA in
8 connection with the Accusation and hereby waives that right to a hearing, and to any reconsideration,
9 appeal, or other rights which may be afforded pursuant to the CRMLA, the California Administrative
10 Procedure Act, the California Code of Civil Procedure, or any other provision of law in connection
11 with the matter.

12 **Prohibition on Acquisition of Mortgage Servicing Rights**

13 3. Upon the effective date of this Consent Order, Ocwen will cease acquiring any
14 additional mortgage servicing rights, from any source, for loans secured by properties in California
15 until the Department is satisfied that Ocwen can satisfactorily respond to the requests for information
16 and documentation made in the course of a regulatory exam.

17 **Engagement and Duties of a Third Party Auditor**

18 4. The Department will select, in its discretion, an independent third party auditor
19 (“Auditor”), who will report directly to the Department. Ocwen will pay all reasonable and necessary
20 costs of the Auditor, as determined by the Commissioner.

21 5. The Auditor will:

22 a. Conduct a comprehensive review (“Servicing Practices Review”) to assess
23 how Ocwen’s servicing policies and procedures affect its ability to comply with state and federal
24 laws and regulations, including the CRMLA and California Homeowner Bill of Rights, oversee the
25 implementation of corrective measures to address deficiencies and weaknesses identified by the
26 Servicing Practices Review, and make monthly reports to the Department regarding
27 recommendations for improvement of policies and procedures, the identification of deficiencies and
28 implementation of improvements; and

1 b. Conduct a compliance review (“Compliance Review”) of loan files identified
2 by the Commissioner to assess Ocwen’s compliance with state and federal laws and regulations,
3 including the CRMLA and California Homeowner Bill of Rights; and

4 c. Within ten (10) days after the end of each calendar quarter following the
5 effective date of the Consent Order, submit to the Department a written progress report detailing the
6 form and manner of all actions taken to secure compliance with the provisions of the Consent Order
7 and the results thereof.

8 6. Within twenty (20) days of the Department’s identification of the Auditor, Ocwen will
9 submit to the Department for approval the proposed terms of the letter of engagement with the
10 Auditor (“Letter of Engagement”).

11 7. The term of the Auditor will initially be for a period of twenty-four (24) months from
12 the date the Letter of Engagement is approved by the Department. The Auditor’s term can be
13 extended in the discretion of the Department. Any dispute as to the scope of the Auditor’s authority
14 will be resolved by the Department, in its discretion.

15 8. Ocwen agrees to fully cooperate with the Auditor, by, including but not limited to,
16 providing the Auditor with access to all relevant records necessary to allow the Auditor to fulfill its
17 responsibilities. Any confidential customer information provided to the Auditor by Ocwen will
18 remain the property of Ocwen and will be treated confidentially, subject to the Auditor’s reporting
19 requirements and an enforcement action by the Department as outlined in this Consent Order.

20 **Compliance Review**

21 9. Ocwen agrees to produce all information and documents identified by the Department
22 for the Compliance Review.

23 10. The Auditor’s Compliance Review will be at the direction of the Department and will
24 analyze, at a minimum, completeness of the information and documents produced and compliance
25 with state and federal laws and regulations, including the CRMLA and California Homeowner Bill of
26 Rights.

27 11. On a monthly basis, the Auditor will submit to the Department a written progress
28 report detailing the status of the Auditor’s Compliance Review (“Compliance Review Progress

1 Report”). The Auditor will submit Compliance Review Progress Reports starting thirty (30) days
2 after the Letter of Engagement is approved by the Department, and monthly thereafter until the
3 review is complete.

4 12. Based on a completed Compliance Review, the Auditor will submit to the Parties a
5 written report of the findings (“Compliance Review Findings Report”).

6 13. Nothing in this Consent Order shall preclude the Commissioner from pursuing any
7 examination, enforcement action or additional agreement with Ocwen relating to violations of state
8 and federal laws and regulations, including the CRMLA and California Homeowner Bill of Rights,
9 discovered during the Compliance Review or as otherwise might be found.

10 **Servicing Practices Review**

11 14. The Auditor’s Servicing Practices Review will assess Ocwen’s operations with respect
12 to loans on 1-4 family unit residential property located in the State of California. The Servicing
13 Practices Review will, at a minimum, assess the following:

14 a. The adequacy of Ocwen’s staffing levels and staff training in business
15 programs responsible for statutory disclosures to a borrower once a loan is delinquent, assignment of
16 a long-term single point of contact to a borrower, review of foreclosure prevention alternative
17 applications and loans in risk of delinquency, risk of default and loans in foreclosure.

18 b. The sufficiency and integration of Ocwen’s internal systems for storing and
19 maintaining updated information once a borrower’s loan is acquired for servicing by Ocwen.

20 c. The effectiveness of communication between third party vendors and Ocwen
21 once a borrower has been referred for foreclosure. This analysis should include access by third parties
22 to Ocwen’s systems and current borrower information, including pending applications for foreclosure
23 prevention alternatives.

24 d. The completeness and sufficiency of policies and procedures governing
25 Ocwen’s loan servicing practices and that they enable compliance with the law.

26 e. The accuracy of borrower account information for all loans serviced by
27 Ocwen.

28 15. Based on the Servicing Practices Review, the Auditor will within ninety (90) days of

1 the Department's written approval of the Letter of Engagement, submit to the Parties a report entitled
2 the "Servicing Practices Report" which will report its findings, identify any needed corrective
3 measures to address weaknesses and deficiencies and make recommendations to the Commissioner.
4 The Auditor will oversee implementation of any recommendations approved by the Department
5 based on the Servicing Practices Report.

6 16. Within sixty (60) days of Ocwen's receipt of the Servicing Practices Report, Ocwen
7 will submit to the Department for approval a written plan ("Action Plan") designed to address and
8 implement corrective measures, and address any deficiencies and any other issues identified in the
9 Servicing Practices Report. Upon receipt of the Department's written approval of the Action Plan,
10 Ocwen will begin to implement the necessary changes with the oversight of the Auditor.

11 17. On a monthly basis, the Auditor will submit written reports on the progress of
12 Ocwen's compliance with the Servicing Practices Report and the Action Plan ("Servicing Practices
13 Progress Report"). The Auditor will begin providing the monthly Servicing Practices Progress
14 Reports to the Department and Ocwen thirty (30) days after the Department's approval of Ocwen's
15 Action Plan.

16 18. During the period in which the Consent Order remains in effect, any approved Action
17 Plan and the Letter of Engagement will not be amended or rescinded without the prior written
18 approval of the Department, other than amendments necessary to comply with applicable laws and
19 regulations.

20 **Penalties and Costs**

21 19. For its repeated failure to timely produce the information and documents requested by
22 the Department, Ocwen hereby agrees to pay the following:

23 a. The Department's examination costs, as required pursuant to Financial Code
24 sections 50302, subdivision (d), and 50314, subdivision (c).

25 b. A penalty in the amount of \$2,500,000.00 to be paid within ten (10) days of the
26 effective date of this Consent Order and made payable to the California Department of Business
27 Oversight and sent to Alex M. Calero, Senior Corporations Counsel, 1350 Front Street, Room 2034,
28 San Diego, CA 92101.

1 **Notices**

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

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

8 General Counsel
9 Ocwen Financial Corporation
10 1661 Worthington Road
11 West Palm Beach, FL 33416

12 **Miscellaneous Provisions**

13 21. The Commissioner will withdraw the Accusation within 3 business days of her
14 approval of the Letter of Engagement for the Auditor. The Department reserves its right to take any
15 enforcement action necessary should the Department determine Ocwen violated the terms of the
16 Consent Order. Any enforcement action taken for violations of this Consent Order may contain the
17 allegations included in the Accusation.

18 22. Ocwen hereby agrees to comply with the Consent Order and any amendment thereto.
19 It is further understood that the Consent Order is binding on the Department and Ocwen, as well as
20 their successors and assigns that are within the supervision of the Department, but it specifically does
21 not bind any federal or other state agencies or any law enforcement authorities.

22 23. No provision of the Consent Order is subject to review in any court or tribunal outside
23 the Department.

24 24. Each provision of the Consent Order will remain effective and enforceable for an
25 initial period of twenty-four (24) months from the date hereof unless stayed, modified, terminated or
26 suspended by the Department.

27 25. The waiver of any provision of this Consent Order shall not operate to waive any other
28 provision set forth herein, and any waiver, amendment or change to the terms of this Consent Order
must be in writing signed by the Parties.

26. The Parties represent and warrant that each party has received independent advice

1 from its attorney(s) and/or other representatives prior to entering into this Consent Order, and in
2 executing this Consent Order relied solely on the statements set forth herein and the advice of its own
3 counsel and/or representative.

4 27. Ocwen enters into the Consent Order voluntarily and without coercion and
5 acknowledges that no promise, threats or assurances have been made by the Department or any
6 officer, or agent thereof, about this Consent Order.

7 28. The Consent Order may be executed in one or more counterparts, each of which shall
8 be an original but all of which, together, shall be deemed to constitute a single document. A fax
9 signature shall be deemed the same as an original signature.

10 29. Each signatory hereto represents and warrants that he/she possesses the necessary
11 capacity and authority to execute this Consent Order and bind the Parties.

12 30. The Consent Order shall become effective when executed by the Commissioner or her
13 designee and will thereby be deemed a final order.

14 Dated: January 23, 2015

15
16 JAN LYNN OWEN
17 Commissioner of Business Oversight

18 BY: _____
19 Jan Lynn Owen, Commissioner

20 OCWEN LOAN SERVICING, LLC

21 BY: _____
22 Ronald M. Faris, Authorized Signer

23 APPROVED AS TO FORM:

24
25 _____
26 Alex M. Calero
27 Counsel for the Department

28 _____
29 Regina J. McClendon, Locke Lord LLP
30 Counsel for Ocwen Loan Servicing, LLC