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

12 In the Matter of:) CFL License Nos.: 60DBO-94957 and 60DBO-
13 THE COMMISSIONER OF BUSINESS) 98467
14 OVERSIGHT,) CONSENT ORDER
15 Complainant,)
16 v.)
17 NCMP SERVICE CORPORATION,)
18 Respondent.)
19 _____)

21 The Commissioner of Business Oversight (Commissioner) and NCMP Service Corporation
22 (NCMP), (collectively, Parties), enter into this Consent Order with respect to the following facts:

23 RECITALS

- 24 A. The Commissioner has jurisdiction over the licensing and regulation of persons and entities
25 engaged in the business of making consumer and commercial loans pursuant to the California
26 Financing Law (CFL) (Fin. Code, § 22000 et seq.).
27 B. NCMP is a broker that was licensed by the Commissioner from April 3, 2019 to December
28 29, 2019 (CFL License Nos. 60DBO-94957 and 60DBO-98467). NCMP has its principal office

1 located at 1127 13th Street, Modesto, California 95354.

2 C. NCMP has one branch location in California.

3 D. Chris Johnson is the president and a control person of NCMP and, as such, is authorized to
4 enter into this Consent Order on NCMP's behalf.

5 E. In accordance with Financial Code section 22107, each finance lender, broker, or program
6 administrator licensee shall pay to the Commissioner its pro rata share of all costs and expenses,
7 including the costs and expenses associated with the licensing of mortgage loan originators it
8 employs, reasonably incurred in the administration of this division, as estimated by the
9 Commissioner, for the ensuing year and any deficit actually incurred or anticipated in the
10 administration of the program in the year in which the assessment is made. CFL licensees must pay
11 the annual assessment on or before the 31st day of October each year.

12 F. On September 30, 2019, the Commissioner sent NCMP the Assessment Notice per invoice
13 number CF3565. The notice was mailed to the address NCMP registered with the Department
14 (Registered Address): 1127 13th Street, Modesto, California 95354. The notice stated that the annual
15 assessment would become delinquent if not paid by October 31, 2019.

16 G. As of October 31, 2019, NCMP had not paid its annual assessment. The failure to pay the annual
17 assessment on or before October 31, 2019 represents a violation of Financial Code section 22107.

18 H. As of November 6, 2019, NCMP had not paid its annual assessment. As a result, the
19 Commissioner sent to NCMP's Registered Address a Notice of Unpaid Assessment on November 6,
20 2019. The notice warned that failure to pay the assessment would result in summary revocation of
21 NCMP's license. NCMP did not respond to the Commissioner's notice.

22 I. As of December 6, 2019, NCMP had not paid its annual assessment. As a result, on December
23 6, 2019, the Commissioner issued an Order Summarily Revoking California Financing Law License
24 Pursuant to Financial Code Section 22107 for CFL License Numbers 60DBO-94957 and 60DBO-
25 98467 (Revocation Orders). The Department mailed the Revocation Orders to NCMP's Registered
26 Address along with notice that they would become effective December 30, 2019 unless payment of
27 the annual assessment was received by close of business on December 27, 2019.

28 J. As of December 27, 2019, the assessment remained unpaid. As such, the Revocation Orders

1 became effective December 30, 2019.

2 K. In connection with these proceedings, NCMP represented to the Commissioner that it had
3 brokered loans in California after its licenses had been revoked. As such, the Commissioner finds that
4 NCMP engaged in the business of a broker in violation of Financial Code section 22100.

5 L. NCMP admits to the jurisdiction of the Commissioner and it is the intention of the parties to
6 resolve this matter without the necessity of a hearing and/or other litigation.

7 M. The Commissioner finds that entering into this Consent Order is in the public interest and
8 consistent with the purposes fairly intended by the CFL.

9 NOW, THEREFORE, for good and valuable consideration, and the terms and conditions set
10 forth herein, the Parties agree as follows:

11 TERMS

12 1. Purpose. This Consent Order resolves the issues before the Commissioner described
13 above in a manner that avoids the expense of a hearing and other possible court proceedings,
14 protects consumers, is in the public interest, and is consistent with the purposes, policies, and
15 provisions of the CFL.

16 2. Desist and Refrain Order. Pursuant to Financial Code section 22712, NCMP is hereby
17 ordered to desist and refrain from failing to timely pay the annual assessment in violation of
18 Financial Code section 22107.

19 3. Order Rescinding Revocation Order(s). The Commissioner hereby rescinds the
20 Revocation Orders, which were issued on December 6, 2019, and became effective on December 30,
21 2019, as of the effective date of revocations.

22 4. Order to Pay Annual Assessment. Pursuant to Financial Code section 22107, the
23 Commissioner hereby orders NCMP to pay \$250.00 to the Department of Business Oversight for the
24 2019 – 2020 annual assessment. The annual assessment shall be paid to the Commissioner within 30
25 days of the Effective Date of this Consent Order as defined in paragraph 23. The annual assessment
26 shall be labeled “2019 – 2020 annual assessment” and made payable in the form of a cashier’s check
27 or Automated Clearing House deposit to the “Department of Business Oversight,” and transmitted to
28 the attention of:

1 ATTN: Accounting
2 Department of Business Oversight
3 1515 K Street, Suite 200
 Sacramento, California 95814

4 Notice of payment shall be made via email to Trevor Carroll, Counsel at Department of
5 Business Oversight, at trevor.carroll@dbo.ca.gov.

6 5. Administrative Penalties and Fines. NCMP shall pay administrative fines and penalties in
7 the amount of \$5,000.00 for the violations of the CFL enumerated herein. All fines and penalties
8 shall be labeled “fines and penalties” and made payable in the form of a cashier’s check or
9 Automated Clearing House deposit to the “Department of Business Oversight,” and transmitted to
10 the attention of:

11 ATTN: Accounting – Litigation
12 Department of Business Oversight
13 1515 K Street, Suite 200
 Sacramento, California 95814

14 Notice of payment shall be made via email to Trevor Carroll, Counsel at Department of
15 Business Oversight, at trevor.carroll@dbo.ca.gov.

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

24 7. Failure to Comply with Consent Order. NCMP agrees that if it fails to comply with the
25 terms of this Consent Order, the Commissioner may, in addition to all other available remedies it
26 may invoke under the CFL, summarily suspend or revoke the CFL license of NCMP until NCMP is
27 in compliance. NCMP waives any notice and hearing rights to contest such summary suspension
28 which may be afforded under the CFL, the California Administrative Procedure Act, the California

1 Code of Civil Procedure, or any other provision of law in connection therewith.

2 8. Information Willfully Withheld or Misrepresented. This Consent Order may be revoked
3 and the Commissioner may pursue any and all remedies available under law against NCMP if the
4 Commissioner discovers that NCMP knowingly or willfully withheld or misrepresented information
5 used for and relied upon in this Consent Order.

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

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

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

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

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

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

7 15. Full Integration. This Consent Order is the final written expression and the complete and
8 exclusive statement of all the agreements, conditions, promises, representations, and covenant
9 between the parties with respect to the subject matter hereof, and supersedes all prior or
10 contemporaneous agreements, negotiations, representations, understandings, and discussions
11 between and among the parties, their respective representatives, and any other person or entity, with
12 respect to the subject matter covered hereby.

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

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

20 18. Effect Upon Future Proceedings. If NCMP applies for any license, permit, or
21 qualification under the Commissioner’s current or future jurisdiction, or is the subject of any future
22 action by the Commissioner to enforce this Consent Order, then the subject matter hereof shall be
23 admitted for the purpose of such application(s) or enforcement proceedings(s).

24 19. Voluntary Agreement. NCMP enters this Consent Order voluntarily and without
25 coercion and acknowledges that no promises, threats or assurances have been made by the
26 Commissioner or any officer, or agent thereof, about this Consent Order. The parties each represent
27 and acknowledge that he, she or it is executing this Consent Order completely voluntarily and
28 without any duress or undue influence of any kind from any source.

1 20. Notice. Any notice required under this Consent Order be provided to each party at the
2 following addresses:

3 To NCMP Service Corporation:
4 Chris Johnson, President
5 NCMP Service Corporation
6 1127 13th Street
7 Modesto, California 95354
8 cjohnson@norcalmp.com

9 To the Commissioner:
10 Trevor J. Carroll, Counsel
11 Department of Business Oversight
12 Enforcement Division
13 1515 K Street, Suite 200
14 Sacramento, California 95814
15 trevor.carroll@dbo.ca.gov

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

18 22. Public Record. NCMP hereby acknowledges that this Consent Order is and will be a
19 matter of public record.

20 23. Effective Date. This Consent Order shall become final and effective when signed by all
21 parties and delivered by the Commissioner’s agent via email to NCMP’s representative, at
22 cjohnson@norcalmp.com.

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1 24. capacity and authority to sign and enter into this Consent Order and undertake the
2 obligations set forth herein.

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4 Dated: March 17, 2020

MANUEL P. ALVAREZ
Commissioner of Business Oversight

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

10
11 Dated: March 17, 2020

By _____
NCMP SERVICE CORPORATION

12
13 _____