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7 Attorneys for Complainant

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

10 In the Matter of:)	NMLS NO.: 1520318
11 THE COMMISSIONER OF FINANCIAL)	
PROTECTION AND INNVIATION,)	CONSENT ORDER
12 Complainant,)	
13 v.)	
14 SUSAN SILVERMAN CRIBB,)	
15 Respondent.)	
16)	

17
18 This Consent Order is entered into between the Commissioner of Financial Protection and
19 Innovation (Commissioner) and Susan Silverman Cribb (Cribb) and is made with respect to the
20 following facts:

21 **I.**

22 **Recitals**

23 A. The Commissioner has jurisdiction over the licensing and regulation of persons
24 engaged in the business of making or servicing residential mortgage loans, including mortgage loan
25 originators, under the California Residential Mortgage Lending Act (CRMLA) (Fin. Code, § 50000
26 et seq.).

27 B. On August 5, 2020, Cribb applied to the Commissioner for a mortgage loan
28 originator (MLO) license under the CRMLA.

1 C. In her initial application filing, Cribb did not answer yes to any of the disclosure
2 questions or otherwise identify any disclosable events.

3 D. In an amended application filing on September 15, 2020, only after being prompted
4 by the Commissioner, Cribb disclosed a 2017 employment separation and a related Form U5
5 (Uniform Termination Notice for Securities Industry Registration), which her previous employer
6 filed with the Central Registration Depository (CRD), a database maintained by the Financial
7 Industry Regulatory Authority (FINRA).

8 E. The Commissioner finds that entering into this Consent Order is in the public interest
9 and consistent with the purposes fairly intended by the policy and provisions of the CRMLA.

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

12 **II.**

13 **Terms and Conditions**

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

18 2. Waiver of Hearing Rights. Cribb acknowledges that the Commissioner is ready,
19 willing, and able to proceed with the filing of an administrative enforcement action on the findings
20 described in the recitals above. Cribb hereby waives the right to any hearings and to any
21 reconsideration, appeal, or other right to review which may be afforded by the CRMLA, the
22 California Administrative Procedure Act (APA), the California Code of Civil Procedure (CCP), or
23 any other provision of law. By waiving such rights, Cribb effectively consents to the finality of this
24 Consent Order.

25 3. Probationary Period. Cribb agrees that during the 12-month period from the effective
26 date of this Consent Order as defined in paragraph 24 (Probationary Period), if the Commissioner
27 finds that Cribb has violated or is violating any provision of the CRMLA or any rule, regulation, or
28 law under the jurisdiction of the Commissioner, the state of California, the United States of

1 America, or any state or foreign government or political subdivision thereof, the Commissioner may
2 summarily revoke or deny any license held by or applied for by Cribb. Cribb hereby waives any
3 notice and hearing rights to contest any such revocation or denial which may be afforded under the
4 CRMLA, APA, CCP, or any other provision of law. Cribb further waives any requirement for the
5 filing of an accusation or statement of issues under Government Code section 11415.60, subdivision
6 (b), in connection with any revocation or denial under this paragraph.

7 4. Reporting Requirement. During the Probationary Period, Cribb shall report to the
8 Commissioner any disciplinary investigation or action against her by any licensing agency; any
9 criminal investigation, prosecution, or conviction; or any civil judgment against her no later than 30
10 days after discovering such investigation, proceeding, action, or judgment. Cribb is not required to
11 report any traffic citations.

12 5. Continuing Education. During the Probationary Period, Cribb shall take at least four
13 hours of continuing education in addition to the eight hours required under Financial Code section
14 50145. In accordance with section 50145, subdivision (b), courses and course providers must be
15 approved by the Nationwide Mortgage Licensing System and Registry (NMLS). Cribb shall submit
16 a report of compliance to the Commissioner no later than 12 months after the effective date of this
17 Consent Order as defined in paragraph 24 (Effective Date). If the reporting date falls on a Saturday,
18 Sunday, or a state holiday, Cribb must submit the report no later than the following business day.

19 6. Remedy for Breach. Cribb agrees that failure to satisfy the reporting or continuing-
20 education requirements in paragraphs 4 and 5 is a breach and cause for the Commissioner to
21 summarily revoke or deny any license held by or applied for by Cribb. Cribb hereby waives any
22 notice and hearing rights to contest any such revocation or denial which may be afforded under the
23 CRMLA, APA, CCP, or any other provision of law. Cribb further waives any requirement for the
24 filing of an accusation or statement of issues under Government Code section 11415.60, subdivision
25 (b), in connection with any revocation or denial under this paragraph.

26 7. Approval of Application. The Commissioner acknowledges that Cribb's pending
27 MLO application is ready to be approved, and the Commissioner agrees to approve it on or around
28 the Effective Date.

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

5 9. Future Actions by Commissioner. If Cribb fails to comply with any terms of this
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 Cribb for any and all unknown violations of the CRMLA.

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

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

16 12. Binding. This Consent Order is binding on all heirs, assigns, or successors in
17 interest.

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

27 14. Waiver, Amendments, and Modifications. No waiver, amendment, or modification of
28 this Consent Order will be valid or binding unless it is in writing and signed by each of the parties.

1 The waiver of any provision of this Consent Order will not be deemed a waiver of any other
2 provision. No waiver by either party of any breach of, or of compliance with, any condition or
3 provision of this Consent Order by the other party will be considered a waiver of any other
4 condition or provision or of the same condition or provision at another time.

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

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

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

18 18. Mandatory Disclosure in Future Applications. Cribb agrees to disclose this Consent
19 Order in any application for a license, permit, or qualification under the Commissioner’s current or
20 future jurisdiction.

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

25 20. Voluntary Agreement. Cribb enters into this Consent Order voluntarily and without
26 coercion and acknowledges that no promises, threats, or assurances have been made by the
27 Commissioner or any officer or agent thereof about this Consent Order. The parties each represent
28

1 and acknowledge that he, she, or it is executing this Consent Order completely voluntarily and
2 without any duress or undue influence of any kind from any source.

3 21. Notice. Any notice required under this Consent Order shall be provided to Cribb at
4 scribb123@gmail.com or to the Commissioner at Samuel J. Park, Counsel, Department of Financial
5 Protection and Innovation, 320 West 4th Street, Suite 750, Los Angeles, California 90013 and
6 samuel.park@dfpi.ca.gov.

7 22. Signatures. A fax or electronic-mail signature will be deemed an original signature.

8 23. Public Record. Cribb hereby acknowledges that this Consent Order is and will be a
9 matter of public record.

10 24. Effective Date. This Consent Order shall become final and effective when signed by
11 all parties and delivered by the Commissioner’s agent via electronic mail to Cribb at
12 scribb123@gmail.com.

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

16
17 Dated: December 17, 2020

MANUEL P. ALVAREZ
Commissioner of Financial Protection and Innovation

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19 By: _____
20 MARY ANN SMITH
21 Deputy Commissioner

22 Dated: December 16, 2020

SUSAN SILVERMAN CRIBB

23
24 By: _____
25 SUSAN SILVERMAN CRIBB
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