

1 MARY ANN SMITH
Deputy Commissioner
2 SEAN M. ROONEY
Assistant Chief Counsel
3 SAMUEL J. PARK (State Bar No. 293902)
Counsel
4 Department of Financial Protection and Innovation
320 West 4th Street, Suite 750
5 Los Angeles, California 90013
Telephone: (213) 576-7683
6 Facsimile: (213) 576-7181

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.: 1000651
11	THE COMMISSIONER OF FINANCIAL)	
12	PROTECTION AND INNVIATION,)	CONSENT ORDER
13	Complainant,)	
14	v.)	
15	RADE MARICH,)	
16	Respondent.)	

17
18 This Consent Order is entered into between the Commissioner of Financial Protection and
19 Innovation (Commissioner) and Rade Marich, also known as Ryko Marich (Marich), and is made
20 with respect to the 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 brokering residential mortgage loans, including mortgage loan
25 originators, under the California Financing Law (CFL) (Fin. Code, § 22000 et seq.).

26 B. On January 8, 2021, Marich applied to the Commissioner for a mortgage loan
27 originator (MLO) license under the CFL.

28 C. In his initial application filing, Marich did not answer yes to any of the disclosure

1 questions or otherwise identify any disclosable events.

2 D. In an amended application filing on April 22, 2021, only after being prompted by the
3 Commissioner, Marich disclosed a 2018 employment termination and a related Form U5 (Uniform
4 Termination Notice for Securities Industry Registration), which his previous employer filed with the
5 Central Registration Depository (CRD), a database maintained by the Financial Industry Regulatory
6 Authority (FINRA).

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

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

11 **II.**

12 **Terms and Conditions**

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

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

23 3. Probationary Period. Marich agrees that during the 12-month period from the
24 effective date of this Consent Order as defined in paragraph 24 (Probationary Period), if the
25 Commissioner finds that Marich has violated or is violating any provision of the CFL or any rule,
26 regulation, or law under the jurisdiction of the Commissioner, the state of California, the United
27 States of America, or any state or foreign government or political subdivision thereof, the
28 Commissioner may summarily revoke or deny any license held by or applied for by Marich. Marich

1 hereby waives any notice and hearing rights to contest any such revocation or denial which may be
2 afforded under the CFL, APA, CCP, or any other provision of law. Marich further waives any
3 requirement for the filing of an accusation or statement of issues under Government Code section
4 11415.60, subdivision (b), in connection with any revocation or denial under this paragraph.

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

10 5. Continuing Education. During the Probationary Period, Marich shall take at least
11 four hours of continuing education in addition to the eight hours required under Financial Code
12 section 22109.5. In accordance with section 22109.5, subdivision (b), courses and course providers
13 must be approved by the Nationwide Mortgage Licensing System and Registry (NMLS). Marich
14 shall submit a report of compliance to the Commissioner no later than 12 months after the effective
15 date of this Consent Order as defined in paragraph 24 (Effective Date). If the reporting date falls on
16 a Saturday, Sunday, or a state holiday, Marich must submit the report no later than the following
17 business day.

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

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

28 8. Information Willfully Withheld or Misrepresented. This Consent Order may be

1 rescinded, and the Commissioner may pursue any and all remedies available under law against
2 Marich, if the Commissioner discovers that Marich knowingly or willfully withheld or
3 misrepresented information used for and relied upon in this Consent Order.

4 9. Future Actions by Commissioner. If Marich fails to comply with any terms of this
5 Consent Order, the Commissioner may institute proceedings for any and all violations otherwise
6 resolved under this Consent Order. The Commissioner reserves the right to bring any future actions
7 against Marich for any and all unknown violations of the CFL.

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

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

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

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

26 14. Waiver, Amendments, and Modifications. No waiver, amendment, or modification of
27 this Consent Order will be valid or binding unless it is in writing and signed by each of the parties.
28 The waiver of any provision of this Consent Order will not be deemed a waiver of any other

1 provision. No waiver by either party of any breach of, or of compliance with, any condition or
2 provision of this Consent Order by the other party will be considered a waiver of any other
3 condition or provision or of the same condition or provision at another time.

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

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

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

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

20 19. Effect Upon Future Proceedings. If Marich 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 or action.

24 20. Voluntary Agreement. Marich enters into 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 21. Notice. Any notice required under this Consent Order shall be provided to Marich at
2 rmarich10@sbcglobal.net or to the Commissioner at Samuel J. Park, Counsel, Department of
3 Financial Protection and Innovation, 320 West 4th Street, Suite 750, Los Angeles, California 90013
4 and samuel.park@dfpi.ca.gov.

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

6 23. Public Record. Marich hereby acknowledges that this Consent Order is and will be a
7 matter of public record.

8 24. Effective Date. This Consent Order shall become final and effective when signed by
9 all parties and delivered by the Commissioner’s agent via electronic mail to Marich at
10 rmarich10@sbcglobal.net.

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

14
15 Dated: May 13, 2021

MANUEL P. ALVAREZ
Commissioner of Financial Protection and Innovation

16
17 By: _____
18 MARY ANN SMITH
19 Deputy Commissioner

20 Dated: May 13, 2021

RADE MARICH

21
22 By: _____
23 RADE MARICH