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7 Attorneys for Complainant

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

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| 10 In the Matter of: |) | NMLS NO.: 668576 |
| 11 THE COMMISSIONER OF FINANCIAL |) | |
| 12 PROTECTION AND INNOVATION, |) | CONSENT ORDER |
| 13 Complainant, |) | |
| 14 v. |) | |
| 15 KRIS IVAN EDMOND BACANI, |) | |
| 16 Respondent. |) | |

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18 This Consent Order is entered into between the Commissioner of Financial Protection and
19 Innovation (Commissioner) and Kris Ivan Edmond Bacani (Bacani), 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 27, 2021, Bacani applied to the Commissioner for a mortgage loan
28 originator (MLO) license under the CRMLA.

1 C. In his initial application filing, Bacani failed to disclose employment terminations
2 from financial services firms in 2015 and 2020 in response to Form MU4 question (Q)(1).

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

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

7 **II.**

8 **Terms and Conditions**

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

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

20 3. Probationary Period. Bacani agrees that during the 12-month period from the
21 effective date of this Consent Order as defined in paragraph 23 (Probationary Period), if the
22 Commissioner finds that Bacani has violated or is violating any provision of the CRMLA or any
23 rule, regulation, or law under the jurisdiction of the Commissioner, the state of California, the
24 United States of America, or any state or foreign government or political subdivision thereof, the
25 Commissioner may summarily revoke or deny any license held by or applied for by Bacani. Bacani
26 hereby waives any notice and hearing rights to contest any such revocation or denial which may be
27 afforded under the CRMLA, APA, CCP, or any other provision of law. Bacani further waives any
28 requirement for the filing of an accusation or statement of issues under Government Code section

1 11415.60, subdivision (b), in connection with any revocation or denial under this paragraph.

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

7 5. Remedy for Breach. Bacani agrees that failure to satisfy the reporting requirement in
8 paragraph 4 is a breach and cause for the Commissioner to summarily revoke or deny any license
9 held by or applied for by Bacani. Bacani hereby waives any notice and hearing rights to contest any
10 such revocation or denial which may be afforded under the CRMLA, APA, CCP, or any other
11 provision of law. Bacani further waives any requirement for the filing of an accusation or statement
12 of issues under Government Code section 11415.60, subdivision (b), in connection with any
13 revocation or denial under this paragraph.

14 6. Approval of Application. The Commissioner acknowledges that Bacani’s pending
15 MLO application is ready to be approved, and the Commissioner agrees to approve it on or around
16 the effective date of this Consent Order as defined in paragraph 23.

17 7. Information Willfully Withheld or Misrepresented. This Consent Order may be
18 rescinded, and the Commissioner may pursue any and all remedies available under law against
19 Bacani, if the Commissioner discovers that Bacani knowingly or willfully withheld or
20 misrepresented information used for and relied upon in this Consent Order.

21 8. Future Actions by Commissioner. If Bacani fails to comply with any terms of this
22 Consent Order, the Commissioner may institute proceedings for any and all violations otherwise
23 resolved under this Consent Order. The Commissioner reserves the right to bring any future actions
24 against Bacani for any and all unknown violations of the CRMLA.

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

1 10. Headings. The headings to the paragraphs of this Consent Order are inserted for
2 convenience only and will not be deemed a part hereof or affect the construction or interpretation of
3 the provisions hereof.

4 11. Binding. This Consent Order is binding on all heirs, assigns, or successors in
5 interest.

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

15 13. Waiver, Amendments, and Modifications. No waiver, amendment, or modification of
16 this Consent Order will be valid or binding unless it is in writing and signed by each of the parties.
17 The waiver of any provision of this Consent Order will not be deemed a waiver of any other
18 provision. No waiver by either party of any breach of, or of compliance with, any condition or
19 provision of this Consent Order by the other party will be considered a waiver of any other
20 condition or provision or of the same condition or provision at another time.

21 14. Full Integration. This Consent Order is the final written expression and the complete
22 and exclusive statement of all the agreements, conditions, promises, representations, and covenants
23 between the parties with respect to the subject matter hereof, and supersedes all prior or
24 contemporaneous agreements, negotiations, representations, understandings, and discussions
25 between and among the parties, their respective representatives, and any other person or entity, with
26 respect to the subject matter covered hereby.

27 15. Governing Law. This Consent Order will be governed by and construed in
28 accordance with California law. Each of the parties consents to the jurisdiction of a court in

1 California, and hereby irrevocably waives, to the fullest extent permitted by law, the defense of an
2 inconvenient forum to the maintenance of such action or proceeding in such court.

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

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

9 18. Effect Upon Future Proceedings. If Bacani applies for any license, permit, or
10 qualification under the Commissioner’s current or future jurisdiction or is the subject of any future
11 action by the Commissioner to enforce this Consent Order, then the subject matter hereof shall be
12 admitted for the purpose of such application or action.

13 19. Voluntary Agreement. Bacani enters into this Consent Order voluntarily and without
14 coercion and acknowledges that no promises, threats, or assurances have been made by the
15 Commissioner or any officer or agent thereof about this Consent Order. The parties each represent
16 and acknowledge that he, she, or it is executing this Consent Order completely voluntarily and
17 without any duress or undue influence of any kind from any source.

18 20. Notice. Any notice required under this Consent Order shall be provided to Bacani at
19 kris.bacani@pnmac.com or to the Commissioner at Samuel J. Park, Counsel, Department of
20 Financial Protection and Innovation, 320 West 4th Street, Suite 750, Los Angeles, California 90013
21 and samuel.park@dfpi.ca.gov.

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

23 22. Public Record. Bacani hereby acknowledges that this Consent Order is and will be a
24 matter of public record.

25 23. Effective Date. This Consent Order shall become final and effective when signed by
26 all parties and delivered by the Commissioner’s agent via electronic mail to Bacani at
27 kris.bacani@pnmac.com.

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1 24. Authority to Sign. Each signatory hereto covenants that he or she possesses all
2 necessary capacity and authority to sign and enter into this Consent Order and undertake the
3 obligations set forth herein.
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5 Dated: October 11, 2021

CHRISTOPHER S. SHULTZ
Acting Commissioner of Financial Protection and
Innovation

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8 By: _____
MARY ANN SMITH
Deputy Commissioner
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10 Dated: October 8, 2021

KRIS IVAN EDMOND BACANI

12 By: _____
KRIS IVAN EDMOND BACANI
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