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

11 In the Matter of:) NMLS NO.: 1900195
12 THE COMMISSIONER OF FINANCIAL)
PROTECTION AND INNOVATION,) CONSENT ORDER
13 Complainant,)
14 v.)
15 MARQUEE JERMAINE MONTGOMERY,)
16 Respondent.)

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18 This Consent Order is entered into between the Commissioner of Financial Protection and
19 Innovation (Commissioner) and Marquee Jermaine Montgomery (Montgomery), and is made with
20 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.), and the
26 California Residential Mortgage Lending Act (CRMLA) (Fin. Code, § 50000 et seq.).

27 B. On October 8, 2020, Montgomery applied to the Commissioner for a mortgage loan
28 originator (MLO) license under the CFL and CRMLA. On November 13, 2020, Montgomery was

1 approved by the Commissioner to originate loans in California.

2 C. Montgomery is currently sponsored by Nations Lending Corporation, a CFL and
3 CRMLA licensee.

4 D. On August 11, 2020, Montgomery took a SAFE MLO test (test) in Mentor, Ohio.
5 During the test, the testing proctors found Montgomery had access to a cellphone in a restroom.

6 E. On December 7, 2020, Montgomery was notified by the Mortgage Testing and
7 Education Board (MTEB) that it had completed an investigation and determined that Montgomery
8 violated the Nationwide Multistate Licensing System and Registry (NMLS) Rules of Conduct
9 (ROC) for Education:

10 (i) *ROC 3: I must not receive or attempt to receive any form of assistance during the test*
11 *or restroom breaks;*

12 (ii) *ROC 5: I must not use or attempt to use a telephone, cellular phone, pager, handheld*
13 *computer or other device, electronic or otherwise, during the test or restroom breaks.*
14 *I may use a calculator if provided to me by the test center; and*

15 (iii) *ROC 11: I must not engage in any conduct that is dishonest or fraudulent or would*
16 *adversely impact the integrity of the test or the test procedure.*

17 F. On January 5, 2021, the MTEB reported these violations. Montgomery did not
18 request an appeal.

19 G. The Commissioner has grounds to revoke or condition Montgomery’s MLO license
20 under Financial Code section 22172, subdivision (a)(2), and section 50513, subdivision (a)(2) for
21 violating the ROC.

22 H. The Commissioner finds that entering into this Consent Order is in the public interest
23 and consistent with the purposes fairly intended by the policy and provisions of the CFL and
24 CRMLA.

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

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II.

Terms and Conditions

1. Purpose. This Consent Order resolves the issues before the Commissioner set forth in paragraphs A through H, above, in a manner that avoids the expense of a hearing and other possible court proceedings, protects consumers, is in the public interest, and is consistent with the purposes and provisions of the CFL and CRMLA.

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

3. Penalty. Marquee Jermaine Montgomery is hereby ordered to pay \$2,500.00 no later than 45 days after the effective date of this Consent Order, as defined in paragraph 24 (Effective Date). The fine shall be made in the form of a cashier’s check or Automated Clearing House deposit to the “Department of Financial Protection and Innovation,” and transmitted to the attention of: Accounting - Litigation, at the Department of Financial Protection and Innovation, located at 2101 Arena Boulevard, Sacramento, California 95834. Notice of payment shall be sent concurrently to Affi Eghbaldari, by email at: affi.eghbaldari@dfpi.ca.gov.

4. Probationary Period. Marquee Jermaine Montgomery agrees that during the 60-month period from the Effective Date of this Consent Order (Probationary Period), if the Commissioner finds that Montgomery has failed or is failing to meet the requirements of Financial Code section 22109.1 or Financial Code section 50141, or has violated or is violating any provision of the CFL or CRMLA or any rule, regulation, or law under the jurisdiction of the Commissioner, the state of California, the United States of America, or any state or foreign government or political subdivision thereof, the Commissioner may summarily revoke or deny any license held by or applied for by Montgomery. Montgomery hereby waives any notice and hearing rights to contest

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

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

10 6. Continuing Education. During the Probationary Period, Marquee Jermaine
11 Montgomery shall take at least four additional hours of continuing education per year, in addition to
12 the eight hours required under Financial Code sections 22109.5 and 50145. The four additional
13 hours of continuing education shall include at least: (i) Two hours of ethics, which shall include
14 instruction on fraud, consumer protection, and fair lending issues (ii) Two hours of training related
15 to relevant California law and regulations. The courses and course providers must be approved by
16 the NMLS. Marquee Jermaine Montgomery shall submit proof of compliance to the Commissioner
17 as follows: The first report is due no later than December 31, 2021. The second report is due no
18 later than December 31, 2022. The third report is due no later than December 31, 2023. The fourth
19 report is due no later than December 31, 2024. The fifth report is due no later than December 31,
20 2025. If the reporting date falls on a Saturday, Sunday, or a state holiday, Montgomery must submit
21 the report no later than the following business day.

22 7. Remedy for Breach. Montgomery agrees that failure to pay the fine, or satisfy the
23 reporting requirement or continuing education requirement in paragraphs 3-6 is a breach and cause
24 for the Commissioner to summarily revoke or deny any license held by or applied for by
25 Montgomery. Montgomery hereby waives any notice and hearing rights to contest any such
26 revocation or denial which may be afforded under the CFL, CRMLA, APA, CCP, or any other
27 provision of law. Montgomery further waives any requirement for the filing of an accusation or
28 statement of issues under Government Code section 11415.60, subdivision (b), in connection with

1 any revocation or denial under this paragraph.

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

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

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

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

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

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

28 14. Waiver, Amendments, and Modifications. No waiver, amendment, or modification of

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

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

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

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

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

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

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

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
4 Montgomery at Marquee.Montgomery@nationslending.com, or to the Commissioner at Affi
5 Eghbaldari, Senior Counsel, Department of Financial Protection and Innovation, 1455 Frazee Road,
6 Suite 315, San Diego, California 92108, and affi.eghbaldari@dfpi.ca.gov.

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

8 23. Public Record. Montgomery hereby acknowledges that this Consent Order is and will
9 be a 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 Montgomery at
12 Marquee.Montgomery@nationslending.com or Marquee.Montgomery24@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 Dated: November 12, 2021

CHRISTOPHER S. SHULTZ

17 Acting Commissioner of Financial Protection and
18 Innovation

19 By: _____

20 MARY ANN SMITH
21 Deputy Commissioner
22 Enforcement Division

23 Dated: November 11, 2021

MARQUEE JERMAINE MONTGOMERY

25 By: _____

26 MARQUEE JERMAINE MONTGOMERY
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