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

10 In the Matter of:)	NMLS NO.: 2129979
11 THE COMMISSIONER OF FINANCIAL)	
12 PROTECTION AND INNOVATION,)	CONSENT ORDER
13 Complainant,)	
14 v.)	
15 TAYLOR BRYCE NEWLAND-TURNER,)	
16 Respondent.)	

17 This Consent Order is entered into between the Commissioner of Financial Protection and
18 Innovation (Commissioner) and Taylor Bryce Newland-Turner (Newland-Turner), and is made with
19 respect to the following facts:

20 **I.**

21 **Recitals**

22 A. The Commissioner has jurisdiction over the licensing and regulation of persons
23 engaged in the business of making or brokering residential mortgage loans, including mortgage loan
24 originators, under the California Financing Law (CFL) (Fin. Code, § 22000 et seq.). The
25 Commissioner also has jurisdiction over the licensing and regulation of persons engaged in the
26 business of making or servicing residential mortgage loans, including mortgage loan originators,
27 under the California Residential Mortgage Lending Act (CRMLA) (Fin. Code, § 50000 et seq.).

28 B. On May 24, 2021, Newland-Turner submitted an MU4 applying for an MLO license.

1 In the MU4, Newland-Turner answered “Yes” in response to Criminal Disclosure question H(1),
2 Customer Arbitration/Civil Litigation Disclosure question P(2), and Termination Disclosure
3 question Q(2).

4 C. The Commissioner asked Newland-Turner to provide additional documentation to
5 support disclosure explanation and the responses. Newland-Turner explained that he was once
6 terminated and charged with misdemeanor petty theft.

7 D. 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 and
9 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 CFL
17 and CRMLA.

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

25 3. Probationary Period. Newland-Turner agrees that during the 12-month period from
26 the Effective Date of this Consent Order as defined in paragraph 23 (Probationary Period), if the
27 Commissioner finds that Newland-Turner has violated or is violating any provision of the CFL or
28 CRMLA or any rule, regulation, or law under the jurisdiction of the Commissioner, the state of

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

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

13 5. Remedy for Breach. Newland-Turner agrees that failure to satisfy the reporting
14 requirement in paragraph 4 is a breach and cause for the Commissioner to summarily revoke or
15 deny any license held by or applied for by Newland-Turner. Newland-Turner hereby waives any
16 notice and hearing rights to contest any such revocation or denial which may be afforded under the
17 CFL, CRMLA, APA, CCP, or any other provision of law. Newland-Turner further waives any
18 requirement for the filing of an accusation or statement of issues under Government Code section
19 11415.60, subdivision (b), in connection with any revocation or denial under this paragraph.

20 6. Approval of Application. The Commissioner acknowledges that Newland-Turner's
21 pending MLO application is ready to be approved, and the Commissioner agrees to approve it on or
22 around the Effective Date of this Consent Order as defined in paragraph 23.

23 7. Information Willfully Withheld or Misrepresented. This Consent Order may be
24 rescinded, and the Commissioner may pursue any and all remedies available under law against
25 Newland-Turner, if the Commissioner discovers that Newland-Turner knowingly or willfully
26 withheld or misrepresented information used for and relied upon in this Consent Order.

27 8. Future Actions by Commissioner. If Newland-Turner fails to comply with any terms
28 of this Consent Order, the Commissioner may institute proceedings for any and all violations

1 otherwise resolved under this Consent Order. The Commissioner reserves the right to bring any
2 future actions against Newland-Turner for any and all unknown violations of the CFL or CRMLA.

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

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

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

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

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

27 14. Full Integration. This Consent Order is the final written expression and the complete
28 and exclusive statement of all the agreements, conditions, promises, representations, and covenants

1 between the parties with respect to the subject matter hereof, and supersedes all prior or
2 contemporaneous agreements, negotiations, representations, understandings, and discussions
3 between and among the parties, their respective representatives, and any other person or entity, with
4 respect to the subject matter covered hereby.

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

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

12 17. Mandatory Disclosure in Future Applications. Newland-Turner agrees to disclose
13 this Consent Order in any application for a license, permit, or qualification under the
14 Commissioner’s current or future jurisdiction.

15 18. Effect Upon Future Proceedings. If Newland-Turner applies for any license, permit,
16 or qualification under the Commissioner’s current or future jurisdiction or is the subject of any
17 future action by the Commissioner to enforce this Consent Order, then the subject matter hereof
18 shall be admitted for the purpose of such application or action.

19 19. Voluntary Agreement. Newland-Turner enters into this Consent Order voluntarily
20 and without coercion and acknowledges that no promises, threats, or assurances have been made by
21 the Commissioner or any officer or agent thereof about this Consent Order. The parties each
22 represent and acknowledge that he, she, or it is executing this Consent Order completely voluntarily
23 and without any duress or undue influence of any kind from any source.

24 20. Notice. Any notice required under this Consent Order shall be provided to Newland-
25 Turner at taylor.turner7453@gmail.com or to the Commissioner at Allard Chu, Counsel,
26 Department of Financial Protection and Innovation, 320 West 4th Street, Suite 750, Los Angeles,
27 California 90013 and allard.chu@dfpi.ca.gov.

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

1 22. Public Record. Newland-Turner hereby acknowledges that this Consent Order is and
2 will be a matter of public record.

3 23. Effective Date. This Consent Order shall become final and effective when signed by
4 all parties and delivered by the Commissioner’s agent via electronic mail to Newland-Turner at
5 taylor.turner7453@gmail.com.

6 24. Authority to Sign. Each signatory hereto covenants that he or she possesses all
7 necessary capacity and authority to sign and enter into this Consent Order and undertake the
8 obligations set forth herein.

9
10 Dated: December 20, 2021

CLOTHILDE V. HEWLETT
Commissioner of Financial Protection and
Innovation

11
12
13 By: _____
MARY ANN SMITH
Deputy Commissioner

14
15 Dated: December 13, 2021

TAYLOR BRYCE NEWLAND-TURNER

16
17 By: _____
TAYLOR BRYCE NEWLAND-TURNER