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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:

11 THE COMMISSIONER OF FINANCIAL
12 PROTECTION AND INNOVATION,

13 Complainant,

14 v.

15 JAIRO ENRIQUE RODRIGUEZ

16 Respondent.

NMLS NO.: 618121

17 CONSENT ORDER

18 This Consent Order is entered into between the Commissioner of Financial Protection and
19 Innovation (Commissioner) and Jairo Enrique Rodriguez (Rodriguez), and is made with respect to
20 the following facts:

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.) and the
25 California Residential Mortgage Lending Act (CRMLA) (Fin. Code, § 50000 et seq.).

26 B. Rodriguez applied to the Commissioner for a mortgage loan originator (MLO)
27 license on February 3, 2021, by submitting a Form MU4 (Application) through the Nationwide
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1 Multistate Licensing System & Registry (NMLS).

2 C. In his Application, Rodriguez responded “No” to the Termination Disclosure
3 Questions (Q) (1&2) which ask about resignation or discharge after allegations that accused the
4 applicant of: (1) violating rules or standards of conduct or; (2) fraud, dishonesty or theft.
5 Rodriguez’s Employment History on NMLS showed a termination by Wells Fargo. The
6 Commissioner created a deficiency license item in NMLS requiring Rodriguez to provide a “Yes”
7 response to the Termination Disclosure Questions (Q) (1&2) if applicable and upload any
8 supporting document in NMLS.

9 D. Rodriguez filed amendments to the Application, answering “Yes” to Termination
10 Disclosure Question (Q)(1), providing an explanation stating that he was terminated for alleged
11 actions in 2012 after policy changes in 2019, and uploading the Termination Letter from Wells
12 Fargo. Rodriguez cooperated with the Commissioner’s investigation and further explained that the
13 allegations related to account opening policies at Wells Fargo.

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

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

19 **TERMS AND CONDITIONS**

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

24 2. Waiver of Hearing Rights. Rodriguez acknowledges that the Commissioner is ready,
25 willing, and able to proceed with the filing of an administrative enforcement action to deny the
26 Application. Rodriguez hereby waives the right to any hearings and to any reconsideration, appeal,
27 or other right to review which may be afforded by the CFL, CRMLA, the California Administrative
28 Procedure Act (APA), the California Code of Civil Procedure (CCP), or any other provision of law.

1 By waiving such rights, Rodriguez effectively consents to the finality of this Consent Order.

2 3. Probationary Period. Rodriguez agrees that during the 24-month period from the
3 effective date of this Consent Order as defined in paragraph 24 (Probationary Period), if the
4 Commissioner finds that Rodriguez has violated or is violating any provision of the CFL, CRMLA,
5 or any rule, regulation, or law under the jurisdiction of the Commissioner, the state of California,
6 the United States of America, or any state or foreign government or political subdivision thereof,
7 the Commissioner may summarily revoke or deny any license held by or applied for by Rodriguez.
8 Rodriguez hereby waives any notice and hearing rights to contest any such revocation or denial
9 which may be afforded under the CFL, CRMLA, APA, CCP, or any other provision of law.
10 Rodriguez further waives any requirement for the filing of an accusation or statement of issues
11 under Government Code section 11415.60, subdivision (b), in connection with any revocation or
12 denial under this paragraph.

13 4. Reporting Requirement. During the Probationary Period, Rodriguez shall report to
14 the Commissioner any disciplinary investigation or action against him by any licensing agency; any
15 criminal investigation, prosecution, or conviction; or any civil judgment against him no later than
16 30 days after discovering such investigation, proceeding, action, or judgment. Rodriguez is not
17 required to report any traffic citations. Notice is to be given in accordance with Paragraph 21.

18 5. Continuing Education. During the Probationary Period, Rodriguez shall take at least
19 four hours of continuing education in addition to the eight hours required under Financial Code
20 sections 22109.5 and 50145. In accordance with those sections, courses and course providers must
21 be approved by the Nationwide Mortgage Licensing System and Registry (NMLS). Rodriguez shall
22 submit a report of compliance to the Commissioner no later than 12 months after the effective date
23 of this Consent Order as defined in paragraph 24 (Effective Date), and annually on such anniversary
24 thereafter. If the reporting date falls on a Saturday, Sunday, or a state holiday, Rodriguez must
25 submit the report no later than the following business day. Notice of is to be given in accordance
26 with Paragraph 21.

27 6. Remedy for Breach. Rodriguez agrees that failure to satisfy the reporting or
28 continuing-education requirements in paragraphs 4 and 5 is a breach and cause for the

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

7 7. Approval of Application. The Commissioner acknowledges that Rodriguez’s pending
8 MLO application is ready to be approved, and the Commissioner agrees to approve it on or around
9 the Effective Date.

10 8. Information Willfully Withheld or Misrepresented. This Consent Order may be
11 rescinded, and the Commissioner may pursue any and all remedies available under law against
12 Rodriguez, if the Commissioner discovers that Rodriguez knowingly or willfully withheld or
13 misrepresented information used for and relied upon in this Consent Order.

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

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

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

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

27 13. Reliance. Each of the parties represents, warrants, and agrees that in executing this
28 Consent Order it has relied solely on the statements set forth herein and the advice of its own

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

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

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

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

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

27 18. Mandatory Disclosure in Future Applications. Rodriguez agrees to disclose this
28 Consent Order in any application for a license, permit, or qualification under the Commissioner’s

1 current or future jurisdiction.

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

6 20. Voluntary Agreement. Rodriguez enters into this Consent Order voluntarily and
7 without coercion and acknowledges that no promises, threats, or assurances have been made by the
8 Commissioner or any officer or agent thereof about this Consent Order. The parties each represent
9 and acknowledge that he, she, or it is executing this Consent Order completely voluntarily and
10 without any duress or undue influence of any kind from any source.

11 21. Notice. Any notice required under this Consent Order shall be provided to Rodriguez
12 at jairo.rodriguez@pennymac.com, or to the Commissioner at Francis Scollan, Senior Counsel,
13 Department of Financial Protection and Innovation, 320 West 4th Street, Suite 750, Los Angeles,
14 California 90013 and frank.scollan@dfpi.ca.gov.

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

16 23. Public Record. Rodriguez hereby acknowledges that this Consent Order is and will
17 be a matter of public record.

18 24. Effective Date. This Consent Order shall become final and effective when signed by
19 all parties and delivered by the Commissioner’s agent via electronic mail to Rodriguez at
20 jairo.rodriguez@pennymac.com.

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

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Dated: February 18, 2022

COMMISSIONER OF FINANCIAL PROTECTION
AND INNOVATION

By: _____
MARY ANN SMITH
Deputy Commissioner

Dated: February 18, 2022

JAIRO ENRIQUE RODRIGUEZ

By: _____
JAIRO ENRIQUE RODRIGUEZ