

1 CLOTHILDE V. HEWLETT
Commissioner
2 MARY ANN SMITH
Deputy Commissioner
3 SEAN ROONEY
Assistant Chief Counsel
4 MARLOU de LUNA (State Bar No. 162259)
Senior Counsel
5 Department of Financial Protection and Innovation
6 320 W. 4th Street, Suite 750
7 Los Angeles, CA 90013-2344
8 (213) 503-3360
9 Attorneys for Complainant

10 BEFORE THE DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION
11 OF THE STATE OF CALIFORNIA
12

13 In the Matter of:) NMLS NO.: 1501652
14)
15 THE COMMISSIONER OF FINANCIAL)
PROTECTION AND INNOVATION,)
16) SETTLEMENT AGREEMENT
17 Complainant,)
18 v.)
19)
20 BRIAN WILLIAM GOW,)
21 Respondent.)
22)
23)

24
25 This Settlement Agreement (Agreement) is entered into between the Commissioner of
26 Financial Protection and Innovation (Commissioner) and Brian William Gow (Respondent) and is
27 made with respect to the following facts.

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I.

Recitals

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

B. Respondent first received an MLO license from the Commissioner on August 4, 2016.

C. The Commissioner issued Respondent her notice of intention and accusation to revoke Respondent’s MLO license on May 18, 2022, throughout which time Respondent maintained an approved MLO license.

D. Under the provisions of Financial Code sections 22109.1, 22172 and 22755 of the CFL, and Financial Code sections 50141, 50144 and 50146 of the CRMLA, the Commissioner sought to revoke Respondent’s MLO license because Respondent violated the Nationwide Mortgage Licensing System and Registry (NMLS)¹ student Rules of Conduct (ROC) by having someone else complete Respondent’s online continuing education courses or that Respondent completed courses on behalf of another person. This activity would be a violation of the NMLS student ROC to which Respondent agreed to during his education course.

E. Specifically, the State Regulatory Registry LLC² investigated and concluded that Respondent violated the following NMLS student ROC:

- ROC 4: I will not divulge my login ID or password or other login credential(s) to another individual for any online course.
- ROC 5: I will not seek or attempt to seek outside assistance to complete the course.
- ROC 6: I will not give or attempt to give assistance to any person who is registered to take an NMLS approved pre-licensure or continuing education course.

¹ NMLS is a web-based platform for regulatory agencies to administer initial license applications and ongoing compliance requirements. NMLS is used by participating agencies to process the applications of companies and individuals looking to apply, renew, surrender, or amend licenses for various industries. NMLS is used by Mortgage Lenders, Mortgage Loan Originators, Money Transmitters, Money Services including check cashing and currency exchange businesses, and more.

² The State Regulatory Registry LLC is a nonprofit subsidiary of the Conference of State Bank Supervisors that operates the NMLS on behalf of state financial services regulatory agencies.

- ROC 9: I will not engage in any conduct that is dishonest, fraudulent, or would adversely impact the integrity of the course(s) I am completing and the conditions for which I am seeking licensure or renewal of licensure.

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

II.

TERMS AND CONDITIONS

1. Purpose. This Agreement resolves the issues before the Commissioner described above in the Recitals 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. Acknowledgement. Respondent acknowledges that the Commissioner issued and served him with the Accusation in which the Commissioner determined Respondent did not meet the minimum criteria to hold an MLO license under Financial Code sections 22109.1, 50513, and 50141 as described in the Accusation.

3. Waiver of Hearing Rights. Respondent agrees that this Agreement shall have the effect of withdrawing Respondent’s request for an administrative hearing on the matter set forth herein. Respondent acknowledges Respondent’s right to an administrative hearing under the CFL and CRMLA in connection with the Accusation and hereby waives such right to a hearing and to any reconsideration, appeal, or other rights which may be afforded to him under the CFL, CRMLA, the Administrative Procedure Act (APA) (Gov. Code, § 11340 et seq.), the Code of Civil Procedure (CCP) (Code Civ. Proc., § 1 et seq.), or any provision of law in connection with this matter.

4. Administrative Penalties. Respondent shall pay to the Commissioner an administrative penalty of \$1,000.00 (Penalty). The Penalty shall be due prior to or concurrent with the execution of this Agreement and should be made payable to the Department of Financial Protection and Innovation in the form of a cashier’s check or Automated Clearing House deposit to the Department of Financial Protection and Innovation – Enforcement Division, Department of Financial Protection and Innovation, 2101 Arena Boulevard, Sacramento, California 95834. Notice of

1 such payment shall promptly be sent to the attention of Marlou de Luna, at
2 Marlou.deLuna@dfpi.ca.gov. Should Respondent fail to execute this Agreement by July 22, 2022,
3 but execute the agreement after July 22, 2022, the Penalty shall increase to \$3,000.00 and shall be
4 due prior to or concurrent with the execution of this Agreement.

5 5. Surrender of License. Respondent hereby agrees, as a resolution of this matter, to
6 voluntarily surrender Respondent’s MLO license to the Commissioner. No later than seven calendar
7 days after the Effective Date of this Agreement, as defined in Paragraph 29. Respondent shall
8 complete all necessary steps to surrender Respondent’s MLO license to the Commissioner.

9 6. Stipulation Not to Apply for an MLO License for Three Months. Respondent further
10 agrees, as a resolution to this matter, that Respondent will not apply for a new MLO license from the
11 Commissioner for a period of three months from the Effective Date of this Agreement, as defined in
12 Paragraph 29. Should Respondent apply for such a license during the three-month period, that license
13 application, as consented to by Respondent herein, shall be deemed denied and Respondent waives
14 any hearing rights Respondent may have to contest such denial under the CFL, CRMLA, APA, CCP,
15 or any other provision of law in connection with this matter.

16 7. Education. Prior to the submission of an application for a new MLO license,
17 Respondent must complete the following MLO education requirements (the education provision):

18 a. Twenty-hours of non-state specific NMLS-approved pre-licensure (PE), which shall
19 consist of 14 hours of federal law curriculum, three hours of ethics curriculum, and three hours of
20 non-traditional mortgage lending curriculum. None of these 20 hours of PE may be state-specific
21 curriculum; and

22 b. Eight hours of non-state-specific NMLS-approved continuing education (CE), which
23 shall consist of four hours of federal law curriculum, two hours of ethics curriculum, and two hours
24 of non-traditional mortgage lending curriculum. None of these eight hours of CE may be state-
25 specific curriculum.

26 c. Respondent may not take any of the PE or CE provided for under this Agreement in
27 an online self-study format (OSS).

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1 d. Respondent further agrees that in order to receive the course credit under this
2 Agreement, Respondent must complete the courses in one of a traditional classroom format;
3 classroom equivalent (live webinar) format, or an online instructor-led format. The formats require
4 that the instructor be able to see the Respondent, verify the Respondent’s identity, and confirm that
5 the Respondent is present throughout the entirety of the course.

6 e. For a period three years from the Effective Date of the Settlement Agreement, as
7 defined in Paragraph 29, Respondent shall be required to complete any additional required CE in a
8 format other than OSS.

9 f. Should Respondent apply for a new MLO license without having satisfied the
10 education provision as set forth in this paragraph, that license application, as consented to by
11 Respondent herein, shall be deemed denied and Respondent waives any hearing rights Respondent
12 may have to contest such denial under the CFL, CRMLA, APA, CCP, or any other provision of law
13 in connection with this matter.

14 8. New Application for Licensure. Any time after the three-month period has lapsed
15 from the Effective Date of the Settlement Agreement, as defined in Paragraph 29; Respondent has
16 paid the Penalty as set forth in this Agreement; and satisfied the education provision as set forth in
17 this Agreement, Respondent may apply for a new MLO license with the understanding that the
18 Commissioner reserves the right to fully investigate such application for licensure and may either
19 approve or deny such application pursuant to the normal process for such licensing investigations.
20 No license application described in this paragraph will be denied solely based on the facts,
21 circumstances, or consensual resolution provided for in this Agreement. Respondent further
22 acknowledges and agrees that Respondent must satisfy the education provision prior to submitting
23 an application for a new MLO license.

24 9. Revocation of License. To the extent that Respondent engages in similar activity,
25 which was the basis for this Agreement, Respondent affirmatively consents to the immediate
26 revocation of the impacted MLO license. Respondent further agrees to waive Respondent’s right to
27 a hearing, and to any reconsideration, appeal, or other rights which may be afforded Respondent to
28 contest such revocation of the impacted license under the CFL, CRMLA, APA, CCP, or any other

1 provision of law, including the requirement that the Commissioner issue an accusation under
2 Government Code section 11415.60.

3 10. Reporting Requirement. Respondent agrees during the 12-month period from the
4 Effect Date of this Agreement, as defined in Paragraph 29 (the Probationary Period), Respondent
5 shall report to the Commissioner within 15 days any disciplinary investigations or actions against
6 Respondent by any licensing agencies, any criminal investigations, prosecutions, or convictions
7 against Respondent, or any civil judgments against Respondent. Traffic citations shall be excluded.

8 11. Probationary Period. Respondent further agrees that during the 12-month
9 Probationary Period, he will not violate any provision of the CFL, CRMLA or any rule, regulation, or
10 law under the jurisdiction of the Commissioner, the state of California, the United States of America,
11 or any state or foreign government or political subdivision thereof or be criminally convicted of a
12 crime.

13 12. Full and Final Settlement. The parties hereby acknowledge and agree that this
14 Agreement is intended to constitute a full, final, and complete resolution of the activities alleged in
15 the Accusation as identified herein. No further proceedings or actions will be brought by the
16 Commissioner in connection with this matter, or any other provision of law, excepting any
17 proceeding to enforce compliance with the terms of this Agreement.

18 13. Commissioner’s Remedy for Breach. Respondent acknowledges that failure to
19 comply with the provisions of this Agreement, as set forth in Paragraphs 4 through 11 shall be
20 deemed a breach. In the event of a breach of this Agreement, the Commissioner may, in her sole
21 discretion, issue to Respondent a final order revoking his MLO license. Respondent waives all notice
22 and hearing rights to contest any revocation order issued under this provision, which may be afforded
23 under the CFL, CRMLA, the APA, the CCP, or any other provision of law in connection with these
24 matters.

25 14. Information Willfully Withheld. This Agreement may be revoked, and the
26 Commissioner may pursue any and all remedies under the CFL and CRMLA against Respondent if
27 the Commissioner discovers Respondent knowingly or willfully withheld information or
28 misrepresented information used for and relied upon in this Agreement.

1 15. Independent Legal Advice. Each of the parties represents, warrants, and agrees that it
2 has received independent advice from its attorneys or representatives with respect to the advisability
3 of executing this Agreement.

4 16. Assisting Other Agencies. Nothing in this Agreement limits the Commissioner’s
5 ability to assist a government agency (whether city, county, state, or federal) with any administrative,
6 civil or criminal action brought by that agency against Respondent, or any other person based upon
7 any of the activities alleged in this matter or otherwise.

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

11 18. Binding. This Agreement is binding on all heirs, assigns, or successors in interest.

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

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

27 21. Full Integration. This Agreement is the final written expression and the complete and
28 exclusive statement of all agreements, conditions, promises, representations, and covenants between

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

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

9 23. Counterparts. The parties agree that this Agreement may be executed in one or more
10 counterparts, each of which, when so executed, shall be deemed an original. A facsimile or scanned
11 signature shall be deemed the same as an original signature. Such counterparts together constitute one
12 document.

13 24. Mandatory Disclosure in Future Applications. Respondent agrees to disclose this
14 Agreement in any application for a license, permit, or qualification under the Commissioner’s current
15 or future jurisdiction.

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

21 26. Notice. Any notice required under this Agreement shall be provided to each party at
22 the following addresses:

23 Respondent: Brian William Gow
24 26 Songbird Rd.
25 Coto De Caza, California 92679
bgow@loandepot.com

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27 ///
28 ///

1 Commissioner: Marlou de Luna
2 Senior Counsel
3 Department of Financial Protection and Innovation
4 320 W. 4th Street, Suite 750
5 Los Angeles, California 90013
6 Marlou.deluna@dfpi.ca.gov

7 27. Signatures. A fax or electronic mail signature shall be deemed the same as an original
8 signature.

9 28. Public Record. Respondent hereby acknowledges that this Agreement is and will be a
10 matter of public record.

11 29. Effective Date. This Agreement shall become final and effective when signed by all
12 parties and delivered by the Commissioner’s agent via e-mail to Respondent at
13 bgow@loandepot.com.

14 30. Authority to Sign. Each signatory hereto covenants that he/she possesses all necessary
15 capacity and authority to sign and enter into this Agreement and undertake the obligations set forth
16 herein.

17 IN WITNESS WHEREOF, the parties hereto have approved and executed this Agreement on
18 the dates set forth opposite their respective signatures.

19 Dated: July 22, 2022

CLOTHILDE V. HEWLETT
Commissioner of Financial Protection and Innovation

21 By _____
22 MARY ANN SMITH
23 Deputy Commissioner

24 Dated: July 21, 2022

25 By
26 BRIAN WILLIAM GOW, an individual