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

12 In the Matter of:) NMLS ID.: 1135559
13)
14 THE COMMISSIONER OF FINANCIAL) CONSENT ORDER
PROTECTION AND INNOVATION,)
15) (Fin. Code, § 50513)
Complainant,)
16 v.)
17)
18 KIMBERLY NICHOLE JONES,)
Respondent.)
_____)

19
20 Complainant, the Commissioner of Financial Protection and Innovation (Commissioner), and
21 Respondent, Kimberly Nichole Jones (Jones), (collectively, the Parties) enter this Consent Order with
22 respect to the following facts:

23 I.

24 **Introduction**

25 A. The Commissioner licenses and regulates mortgage loan originators, finance lenders,
26 and brokers under California Financing Law (Fin. Code, § 22000 *et seq.*) (CFL).¹ The Commissioner
27 also licenses and regulates mortgage loan originators (MLO), residential mortgage lenders, and

28 _____
¹ All further references are to the Financial Code unless otherwise stated.

1 residential mortgage loan servicers under the California Residential Mortgage Lending Act (Fin. Code,
2 § 50000 *et seq.*) (CRMLA).

3 B. To become licensed by the Commissioner as a MLO an individual must submit a
4 uniform application form (known as the MU2 or MU4 Form) through the Nationwide Mortgage
5 Licensing System & Registry (NMLS).² The NMLS contains a detailed set of instructions for filing
6 license applications, including a checklist of items to be completed by the applicant, who is fully
7 responsible for all the requirements of the license.

8 C. On April 6, 2022, Jones applied for a MLO license with the Commissioner
9 (Application) by submitting a Form MU4 through the NLMS. The Application stated that Jones is
10 currently employed by Belem Servicing LLC, a company licensed under the California Financing Law
11 (CFL) with the Commissioner.

12 D. As a prerequisite to having the MLO license, an applicant is required to have a
13 sponsoring company that is a CFL- or CRMLA-licensed lender, servicer, or broker. On May 27, 2022,
14 the Commissioner received a sponsorship request for Jones from Belem Servicing, LLC.

15 E. Sections 22109.1 and 50141, subdivision (a)(3), state that the Commissioner shall deny
16 an MLO application unless the Commissioner finds that:

17 The applicant has demonstrated such financial responsibility, character, and
18 general fitness as to command the confidence of the community and to
19 warrant a determination that the mortgage loan originator will operate
honestly, fairly, and efficiently within the purposes of this division.

20 F. Section 50513, subdivision (a)(2), states that the Commissioner may:

21 Deny, suspend, revoke, condition, or decline to renew a mortgage loan
22 originator license if an applicant or licensee fails at any time to meet the
23 requirements of Section 50141 or 50144, or withholds information or
24 makes a material misstatement in an application for a license or license
renewal.

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26
27 ² NMLS is the system of record for non-depository, financial services licensing, or registration in
28 participating agencies. including the District of Columbia and U.S. Territories of Puerto Rico, the U.S.
Virgin Islands, and Guam. In these jurisdictions, NMLS is the official system for companies and
individuals seeking to apply for, amend, renew, and surrender licenses authorities managed through
NMLS.

1 G. In her Application, Jones responded “yes” to Criminal Disclosure Questions (F)(1) and
2 (H) (1), which state:

3 F (1) Have you ever been convicted of or pled guilty or nolo
4 contendere (“no contest”) in a domestic, foreign, or military court
to any felony?

5 H (1) Have you ever been convicted of or pled guilty or nolo
6 contendere ("no contest") in a domestic, foreign, or military court
7 to committing or conspiring to commit a misdemeanor involving:
8 (i) financial services or a financial services-related business, (ii)
9 fraud, (iii) false statements or omissions, (iv) theft or wrongful
10 taking of property, (v) bribery, (vi) perjury, (vii) forgery, (viii)
11 counterfeiting, or (ix) extortion?

12 H. Jones partially disclosed prior convictions entered against her but withheld or omitted
13 to disclose two convictions that occurred in 1992 and 1994 for misdemeanor grand theft and
14 misdemeanor defrauding an innkeeper, respectively.

15 I. On or about May 10, 2022, the Commissioner placed license deficiency items
16 requesting that Jones provide additional information regarding her past convictions, prior employment,
17 statement of citizenship, and submission of sponsorship request.

18 J. On May 17 and May 18, 2022, Jones filed separate amendments to her Application in
19 which she uploaded documents and provided an explanation concerning her response to the Criminal
20 Disclosure Questions (F)(1) and (H) (1).

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

23 L. NOW, THEREFORE, in consideration of the foregoing, and the terms and conditions
24 set forth herein, the Parties agree as follows:

25 **II.**

26 **Terms and Conditions**

27 1. Purpose. The Consent Order resolves the issues before the Commissioner described
28 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. Probationary Period. Jones agrees that for the 12-month period from the Effective

1 Date of the Consent Order, as defined in paragraph 24, should the Commissioner make a finding that
2 Jones has violated or is violating any provision of the CFL or CRMLA, or any rule, regulation, or law
3 under the jurisdiction of the Commissioner, the State of California, the United States of America, and
4 every state and foreign government (and political subdivision thereof), the Commissioner may, in her
5 discretion, automatically revoke any license held by or deny any pending application(s) of Jones.
6 Jones hereby waives any notice and hearing rights to contest such revocation or denial(s) which may
7 be afforded to Jones under the CFL, CRMLA, Administrative Procedures Act (APA), Code of Civil
8 Procedure (CCP), or any other provision of law in connection with this matter. Jones further expressly
9 waives any requirement for the filing of a statement of issues under Government Code section
10 11415.60, subdivision (b), in connection with the Commissioner's revocation of Jones's license under
11 this paragraph.

12 3. Reporting Requirement. During the 12-month period from the Effective Date of the
13 Consent Order, Jones shall report to the Commissioner within 20 days any disciplinary
14 investigations or actions against Jones by any licensing agencies, any criminal investigations,
15 prosecutions, or convictions against Jones, or any civil judgments against Jones. Traffic
16 citations shall be excluded. Notification to the Commissioner pursuant to this requirement shall be
17 made by filing an update through the NMLS.

18 4. Approval of MLO Application. The Commissioner hereby acknowledges that
19 Jones's MLO application will be conditionally approved, and the Commissioner hereby agrees to
20 maintain her approval concurrently with the execution of the Consent Order.

21 5. Waiver of Hearing Rights. Jones acknowledges that the Commissioner is ready,
22 willing, and able to proceed with the filing of an administrative enforcement action on the findings
23 described in the Recitals above. Jones hereby waives the right to any hearings, and to any
24 reconsideration, appeal, or other right to review which may be afforded pursuant to the CFL, the
25 CRMLA, the APA, the CCP, or any other
26 provision of law. By waiving such rights, Jones effectively consents to the Consent Order
27 becoming final.

28 6. Full and Final Settlement. The Parties hereby acknowledge and agree that this Consent
Order is intended to constitute a full, final, and complete resolution of the violations described herein,

1 and that no further proceedings or actions will be brought by the Commissioner in connection with
2 these matters, excepting therefrom any proceeding to enforce compliance with the terms of this
3 Consent Order.

4 7. Failure to Comply with Reporting Requirement. Jones acknowledges and agrees
5 that her failure to satisfy the reporting requirement under paragraph 3 above shall be
6 deemed a breach and cause for the Commissioner to immediately revoke any license held by or deny
7 any pending application(s) of Jones. Jones hereby waives any notice and hearing rights to
8 contest such revocation or denial(s) which may be afforded to Jones under the CFL, CRMLA,
9 APA, CCP, or any other provision of law in connection with this matter. Jones further expressly
10 waives any requirement for the filing of an accusation under Government Code section 11415.60,
11 subdivision (b), in connection with the Commissioner’s revocation of Jones’s license under this
12 paragraph.

13 8. Failure to Comply with Consent Order. Jones agrees that if she fails to comply with
14 the terms of this Consent Order, the Commissioner may, in addition to all other available remedies she
15 may invoke under the CRMLA and CFL, summarily suspend or revoke the MLO licenses of
16 Jones until Jones is in compliance. Jones waives any notice and hearing rights to contest
17 such summary suspensions which may be afforded under the CFL, CRMLA, APA, CCP, or any other
18 provision of law in connection therewith.

19 9. Information Willfully Withheld or Misrepresented. The Consent Order may be
20 revoked, and the Commissioner may pursue any and all remedies under the CFL, CRMLA or any
21 other provision of law against Jones if the Commissioner discovers Jones knowingly or
22 willfully withheld information or misrepresented information used for and relied upon in this Consent
23 Order.

24 10. Future Actions by Commissioner. If Jones fails to comply with any terms of this
25 Consent Order, the Commissioner may institute proceedings for any and all violations otherwise
26 resolved under this Consent Order. The Commissioner reserves the right to bring any future actions
27 against Jones for any and all unknown violations of the CFL or CRMLA.

28 11. Assisting Other Agencies. Nothing in the Consent Order shall limit the
Commissioner’s ability to assist any other agency (city, county, state, federal, or self-regulatory

1 organization) with any prosecution, administrative, civil, or criminal, brought by any such agency
2 against Jones or any other person based upon any of the activities alleged in this matter or otherwise.

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

6 13. Binding. The Consent Order is binding on all heirs, assigns, or successors in interest.

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

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

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

28 17. Governing Law. This Consent Order will be governed by and construed in accordance

1 with California law. Each of the Parties hereto consents to the jurisdiction of the Superior Court of
2 California, and hereby irrevocably waives, to the fullest extent permitted by law, the defense of an
3 inconvenient forum to the maintenance of such action or proceeding in such court.

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

7 19. Effect Upon Future Proceedings. If Jones applies for any license, permit or
8 qualification under the Commissioner's current or future jurisdiction, or is the subject of any future
9 action by the Commissioner to enforce this Consent Order, then the subject matter hereof shall be
10 admitted for the purpose of such application(s) or enforcement proceedings(s).

11 20. Voluntary Agreement. Jones enters into the Consent Order voluntarily and without
12 coercion and acknowledges that no promises, threats, or assurances have been made by the
13 Commissioner, or any officer or agent thereof, about the Consent Order.

14 21. Notice. Any notice required under the Consent Order shall be provided to each party at
15 the following addresses:

16 If to Respondent: Kimberly Nichole Jones
17 5911 Daisy Creek Court
18 Las Vegas, Nevada 89141

19 If to the Commissioner: Uche Enenwali, Senior Counsel
20 Department of Financial Protection and
21 Innovation
22 320 W. 4th Street, Suite 750
23 Los Angeles, California 90013-2344

24 22. Signatures. A fax or electronic mail signature shall be deemed the same as an original
25 signature.

26 23. Public Record. Jones hereby acknowledges that the Consent Order is and will be a
27 matter of public record.

28 24. Effective Date. This Consent Order shall become final and effective when signed by
all Parties and delivered by the Commissioner's agent via e-mail to Jones at the following email
address: Kjones@blueribbonluxuryhomes.com.

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IN WITNESS WHEREOF, the Parties hereto have approved and executed the Consent Order on the dates set forth opposite their respective signatures.

Dated: August 30, 2022

CLOTHILDE V. HEWLETT
Commissioner of Financial Protection and Innovation



By _____
MARY ANN SMITH
Deputy Commissioner
Enforcement Division

Dated: August 29, 2022

By _____
KIMBERLY NICHOLE JONES