

New York State Department  
of Financial Services

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In the Matter of

**Guidance Residential, LLC**  
**B500726**

**SETTLEMENT AGREEMENT**

A Licensed Mortgage Banker Pursuant To  
Article XII-D of the New York Banking Law

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This Settlement Agreement ("Agreement") is made and entered into by and between Guidance Residential, LLC ("Guidance" or the "Entity") and the New York State Department of Financial Services (the "Department" collectively with the Entity, the "Settling Parties") evidencing an agreement between the Settling Parties to resolve, without a hearing, violations of Article 12-D of the New York Banking Law (the "Banking Law") and 3 NYCRR Part 38, cited herein by the Department, upon and subject to the terms and conditions hereof.

**I.**

**RECITALS**

1. The Entity, headquartered at 11107 Sunset Hills Road, Suite 200, Reston, VA 20190 was granted a license by the Department on June 11, 2003 to engage in business as a mortgage banker pursuant to Article 12-D of the Banking Law.

2. Sections 44 and 598 of the Banking Law provide, in part, that the Superintendent may, in a proceeding after notice and a hearing, require a licensed mortgage banker to pay to the people of this State a penalty for a violation of the Banking Law and/or any regulation

promulgated thereunder.

3. Section 38.8 of the General Regulations of the Superintendent provides that a mortgage banker may be subject to disciplinary action by the Department for, among other things, violations of Article 12-D of the Banking Law, the regulations promulgated thereunder, or violations of state or federal law indicating that the entity is unfit to engage in the business of a mortgage banker.

Unauthorized Domain Name

4. Pursuant to the Department's June 1, 2000 industry letter, the domain name of any website used by a licensee or a registrant to conduct mortgage banking or brokering activity qualifies as a business address.

5. As a result of a review of the Entity's mortgage banking business, the Department has determined that Guidance used the domain name and website "www.guidancedbc.com" to solicit mortgage loans relating to properties in New York State for a period including January 5, 2015. A sample of the website is annexed as Exhibit A.

6. The Entity failed to obtain authorization to utilize the domain name "guidancedbc.com" to conduct New York regulated mortgage business.

7. Accordingly, the Entity has violated Section 591(3) of the Banking Law, which requires licensees to apply for and receive permission prior to using a specific business address.

Failure to display the Licensee's office street address on advertisement.

8. As a result of a review of the Entity's mortgage banking business, the Department has determined that Guidance failed to display the street address of its office on its print or electronic media advertisements for a period including January 13, 2015. A sample of the advertisement reviewed is annexed as Exhibit B.

9. Accordingly, the Entity has violated 3 NYCRR Part 38.2 (b), which prescribes that any advertisement by a mortgage banker in print or electronic media must include the address of the entity.

## **II.**

### **SETTLEMENT TERMS AND CONDITIONS**

1. Guidance is willing to resolve the violations cited herein by entering into this Agreement and freely and voluntarily waives its right to a hearing under Banking Law Sections 44 and 598 with respect to the cited violations. Therefore, in consideration of the promises and covenants set forth herein:

2. The Entity agrees to take all necessary steps to ensure its compliance with all applicable federal and state laws, regulations, and supervisory requirements relating to its mortgage business, including, but not limited to:

- a. complying with the requirements of Article 12-D of the Banking Law; and
- b. not conducting or transacting business in this state under any name, assumed name or designation using any website, domain, or other name that has not been approved by the Superintendent.

3. The Entity agrees to review and enhance where advisable its written advertising policies and procedures in order to ensure compliance with all applicable federal and state laws, regulations, supervisory requirements and guidance letters. The policies and procedures shall, at a minimum: (i) designate an individual responsible for monitoring compliance with all applicable federal and state laws, regulations, supervisory requirements and guidance letters; and (ii)

establish a training program to ensure that the Entity and its MLO and non-MLO employees understand all applicable federal and state laws, regulations, supervisory requirements and guidance letters.

4. Within ninety (90) days from the effective date of this Agreement, the Entity agrees to submit a draft of its advertisement policies and procedures to the Department.

5. Within thirty (30) days of receipt of non-objection or any comments from the Department, and after incorporation and adoption of all comments, the Entity agrees to submit a copy of its final advertisement policies and procedures to the Department together with a letter from an authorized officer of the Entity indicating his/her approval of such advertisement policies and procedures.

- The Entity agrees to pay a fine of \$7,500.<sup>00</sup>
- The Entity further agrees that such payment will be made in immediately available funds in accordance with the Department's payment instructions.

### **III.**

#### **MISCELLANEOUS TERMS AND CONDITIONS**

1. Guidance acknowledges that its failure to comply with any of the settlement terms and conditions of this Agreement may result in the Department taking administrative action against the Entity's license to engage in the business of a mortgage banker under Article 12-D of the Banking Law, including revocation of its license.

2. The Entity acknowledges that entering into this Agreement shall not bar, estop, or otherwise prevent the Superintendent, or any state, federal or local agency or department or any

prosecutorial authority from taking any other action affecting the Entity, any of its current or former owners, officers, directors, employees, or insiders, or their successors or assigns with respect to any other matter or matters whether related or not to the violations cited herein.

3. This Agreement may not be altered, modified or changed unless in writing signed by the Superintendent or his designee.

4. This Agreement shall be enforceable and remain in effect unless stayed or terminated in writing by the Superintendent or his designee.

5. The effective date of this Agreement is the date on which it is executed by the Deputy Superintendent.

6. All written communications to the Department regarding this Agreement should be sent as follows.

Attention:

Rholda L. Ricketts  
Deputy Superintendent  
New York State Department of Financial Services  
One State Street,  
New York, New York 10004

7. All written communications to the Entity regarding this Agreement should be sent as follows.

Attention:

Kaled Elsayed  
President  
Guidance Residential, LLC  
11107 Sunset Hills Road, Suite 200  
Reston, VA 20190

8. This Agreement is not confidential, and each of the Settling Parties understands that it is available to the public.

WHEREFORE, the Settling Parties hereto have caused this Agreement to be executed.

Guidance Residential, LLC

By: \_\_\_\_\_

Kaled Elsayed  
President

Dated: \_\_\_\_\_

New York State Department of Financial Services

By: \_\_\_\_\_

Rholda L. Ricketts  
Deputy Superintendent

Dated: \_\_\_\_\_