

NEW YORK STATE DEPARTMENT
OF FINANCIAL SERVICES

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In the Matter of

Jacqueline Sendra
NMLS NO. 39117

SETTLEMENT AGREEMENT

A Licensed Mortgage Loan Originator Pursuant to
Article 12-E of the New York Banking Law

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This Settlement Agreement ("Agreement") is made and entered into by and between Jacqueline Sendra ("Ms. Sendra") and the New York State Department of Financial Services (the "Department" and collectively with Ms. Sendra, the "Settling Parties") and evidences the agreement between the Settling Parties to resolve, without a hearing, the violations of Articles 12-D and 12-E of the New York Banking Law (the "Banking Law") and Part 420 of the Superintendent's Regulations, upon and subject to the terms and conditions hereof.

I.

RECITALS

1. Section 44 of the Banking Law provides, in part, that the Superintendent may, in a proceeding after notice and a hearing, require various persons to pay to the people of this State a penalty for a violation of the Banking Law and any regulation promulgated thereunder.

2. Section 420.21(g) of Part 420 of the Superintendent's Regulations provides that a fine may be imposed against a mortgage loan originator ("MLO") for

any violation of the Banking Law, any regulation promulgated thereunder, any final or temporary order issued pursuant to Section 39 of the Banking Law, any condition imposed by the Superintendent in connection with the granting of any application or request or any written agreement entered into with the Superintendent.

3. On October 22, 2010, the Department granted Ms. Sendra a license, pursuant to Article 12-E of the Banking Law and Part 420 of the Superintendent's Regulations, to engage in regulated mortgage loan origination activities as an MLO.

4. The Department determined that during a period including March 2014, Ms. Sendra, while affiliated with Residential Home Funding Corp. ("RHFC"), conducted regulated mortgage activities using the domain name Jacquelinesendra.com. A sample of the advertisement is annexed as Exhibit A respectively.

5. According to the Department records, the Department did not authorize any entity to conduct regulated New York mortgage business utilizing the domain name Jacquelinesendra.com.

6. Accordingly, by operating through an unauthorized website, Ms. Sendra violated Section 420.19(b) of the Superintendent's Regulations, which requires that every MLO engaged in mortgage loan activities operate in a manner such as to command the confidence of the community and to warrant belief that their activities are conducted honestly, fairly, and free of deceptive practices; and

7. Additionally, by operating through an unauthorized website at which she was not assigned, Ms. Sendra violated Section 420.20(a)(6) of the

Superintendent's Regulations, which prohibits an MLO from engaging in any transaction, practice, or course of business that does not constitute fair dealing.

II

SETTLEMENT TERMS AND CONDITIONS

Jacqueline Sendra is willing to resolve the violation by entering into this Agreement and freely and voluntarily waives her right to a hearing under Banking Law Sections 44 and the Superintendent's Regulation Part 420.21 on such violations. In consideration of the promises and covenants set forth herein, the Settling Parties agree as follows:

1. Ms. Sendra agrees to take all necessary steps to ensure her compliance with all applicable federal and state laws, regulations, and supervisory requirements relating to her mortgage loan business, including, but not limited to:
 - a. complying with the requirements of the Article 12-D and 12-E of the Banking Law, and Part 419 and Part 420 of the Superintendent's Regulations; and
 - b. ensuring that she will not conduct or transact mortgage loan origination activities relating to New York properties at any location other than that which is approved by the Department;
 - c. ensuring that she will not engage in any transaction, practice, or course of business that is not in good faith or does not constitute fair dealing as required by the character and fitness requirements of

Section 599-e of the Banking Law;

- d. ensuring that she will engage in mortgage loan originating activities in a manner such as to command the confidence of the community and to warrant belief that her activities are conducted honestly, fairly, and free from deceptive practices;

2. Ms. Sendra agrees to pay a fine of \$2,500 payable in ten (10) installments as follows:

- \$250 upon execution of this Agreement;
- \$250 on or before the 15th day of each of the immediately following nine (9) months.

3. Ms. Sendra further agrees that such payment will be made in immediately available funds in accordance with Department payment instructions.

4. Ms. Sendra's mortgage origination activities will be subject to examinations semi-annually for a twenty-four month period following the execution of this Agreement.

III.

MISCELLANEOUS TERMS AND CONDITIONS

1. Ms. Sendra acknowledges that her failure to comply with any of the settlement terms, conditions, and timeframes of this Agreement may result in the Department taking action to suspend and/or revoke her MLO license.

2. Ms. Sendra 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 Ms. Sendra with respect to the violations cited herein, or any other matter whether related or not to such violations.

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

4. This Agreement shall be enforceable and remain in effect unless stayed or terminated in writing by the Superintendent or her 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 Ms. Sendra regarding this Agreement should be sent as follows.

Attention:

Jacqueline Sendra
Mortgage Loan Originator
52 Judith Lane
Westbury, NY 11590

8. This Agreement is not confidential; therefore, it is available to the public.

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

By: _____

Jacqueline Sendra
Mortgage Loan Originator

Dated: _____

New York State Department of Financial Services

By: _____

Rholda L. Ricketts
Deputy Superintendent

Dated: _____