

NEW YORK STATE DEPARTMENT  
OF FINANCIAL SERVICES

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In the Matter of

**MATTHEW JAMES SULLIVAN**  
**NMLS NO. 19678**

**SETTLEMENT AGREEMENT**

A Licensed Mortgage Loan Originator Pursuant To  
Article XII-E of the New York Banking Law

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This Settlement Agreement ("Agreement") is made and entered into by and between Matthew James Sullivan ("Sullivan") and the New York State Department of Financial Services (the "Department" and collectively with Sullivan, the "Settling Parties") and evidences the agreement between the Settling Parties to resolve, without a hearing, the violations of 3 NYCRR Part 420 and Supervisory Procedure MB 107, 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/or any regulation promulgated thereunder.

2. 3 NYCRR Section 420.21(g) 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 April 9, 2012, the Department granted Sullivan a license as an MLO, pursuant to Article 12-E of the Banking Law and 3 NYCRR Part 420 to engage in mortgage loan origination activities relating to properties in New York State.

4. At the time of application, Sullivan was employed by Semper Home Loans, Inc. ("Semper"), a New York licensed mortgage banker that is 100% owned by Sullivan.

5. Based on information derived from the Nationwide Multistate Licensing System Registry ("NMLS"), the Department discovered that the Texas Department of Savings and Mortgage Lending ("TDSML") issued a Cease and Desist Order against Sullivan, effective December 2, 2015 (the "Order"), for originating a residential mortgage loan in that state without a license. A copy of the Order is annexed hereto as Exhibit A.

6. Although the TDSML issued the Order against Sullivan, he failed to notify the Department.

7. Accordingly, the Department has determined that Sullivan violated 3 NYCRR Part 420.19(c)(4) of the Superintendent's Regulations, which requires a mortgage loan originator to promptly notify the Department of any regulatory action taken against him or her.

8. Further, although the TDSML issued the Order against Sullivan, Sullivan failed to disclose same in his MLO license renewal application in subsequent years.

9. Accordingly, the Department has determined that Sullivan violated 3 NYCRR Supervisory Procedure MB 107.4 (b), which requires that an MLO provide accurate information when filing an application for renewal of his/her license.

## II.

### SETTLEMENT TERMS AND CONDITIONS

Sullivan is willing to resolve the violations by entering into this Agreement and freely and voluntarily waives his right to a hearing under Banking Law Sections 44 and the 3 NYCRR Section 420.21 on such violation. In consideration of the promises and covenants set forth herein, the Settling Parties agree as follows:

1. Sullivan agrees to take all necessary steps to ensure his compliance with all applicable federal and state laws, regulations, and supervisory requirements relating to his mortgage business, including, but not limited to:

a. complying with the requirements of the Article 12-D and 12-E of the Banking Law, and 3 NYCRR Parts 419 and 420;

b. ensuring that he will not engage in prohibited conduct outlined in 3 NYCRR Section 420.20 and Part 38.

2. Sullivan agrees to pay a fine of \$2,500.

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

## III.

### MISCELLANEOUS TERMS AND CONDITIONS

1. Sullivan acknowledges that his 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 his MLO license.

2. Sullivan 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 Sullivan 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 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 of Banks for Mortgage Banking.

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 Sullivan regarding this Agreement should be sent as follows.

Attention:

Matthew James Sullivan  
5 Field Stone Circle  
Greenville, RI 02828

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: \_\_\_\_\_ / s / \_\_\_\_\_

Matthew James Sullivan  
Mortgage Loan Originator

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

New York State Department of Financial Services

By: \_\_\_\_\_ / s / \_\_\_\_\_

Rholda L. Ricketts  
Deputy Superintendent

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