

NEW YORK STATE DEPARTMENT
OF FINANCIAL SERVICES

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In the Matter of

Michael Steven Vassallo
NMLS NO. 189548

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 Michael Steven Vassallo (“Vassallo”) and the New York State Department of Financial Services (the “Department” and collectively with Vassallo, the “Settling Parties”) and evidences an agreement between the Settling Parties to resolve, without a hearing, the violations of 3 NYCRR Sections 420.20 (a) (3) and 420.20 (a) (4), upon and subject to the terms and conditions hereof.

I.

RECITALS

1. Michael Steven Vassallo was licensed by the Department as a mortgage loan originator (“MLO”) on December 21, 2011, pursuant to Article 12-E of the New York Banking Law (“Banking Law”).
2. Section 44(1)(a) of the Banking Law provides, in part, that the Superintendent of Financial Services (“Superintendent”) may, in a proceeding after notice and a hearing, require an MLO to pay to the people of this State a penalty for a violation of the Banking Law and any regulation promulgated thereunder.
3. 3 NYCRR Section 420.21(g) provides that a fine may be imposed against an 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.

MISREPRESENTATION OF LICENSE

4. Vassallo has been employed by Continental Mortgage Bankers, Inc. d/b/a Financial Equities (“CMB”), a licensed mortgage banker, since August 6, 2009.

5. The Department determined that during a period including October 2017, Vassallo used the domain name and website “mvmortgages.com” to promote and solicit residential mortgage loans relating to properties in New York State.

6. The domain name and website “mvmortgages.com” displayed Vassallo’s NMLS identification number and contact information without properly identifying Vassallo as an MLO.

7. Specifically, Vassallo stated in the website that he is “Licensed Mortgage Banker” and described himself as a “Local Bank who has experience & knowledge” and “Mortgage Banker/Direct Lender.”

8. Based on the aforementioned statements, the Department has determined Vassallo violated 3 NYCRR Section 420.20 (a) (3), which prohibits an MLO from misrepresenting “his or her license status, or persuading or inducing a borrower to apply for a mortgage loan under the belief that such MLO is duly licensed as a mortgage banker or registered as a mortgage broker, pursuant to Article 12-D of the Banking Law.”

9. Additionally, Vassallo violated 3 NYCRR Section 420 (a) (4), which states that no MLO shall “publish, advertise or display his or her MLO license in any manner which implies that the MLO is licensed or registered with the New York State Department of Financial Services to engage in mortgage loan originating activities as a mortgage banker or mortgage broker pursuant to Article 12-D of the Banking Law.”

II.

SETTLEMENT TERMS AND CONDITIONS

Vassallo freely and voluntarily waives his right to a hearing under Banking Law Sections 44 on such violations and agrees to take the actions listed below to redress the violation cited herein.

1. Vassallo 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 Article 12-E of the Banking Law, and 3 NYCRR Section 420;
- b. ensuring that his activities and advertisements, do not mislead consumers into believing that he is licensed as a mortgage broker or mortgage banker pursuant to Article 12-D of the Banking Law; and
- c. ensuring that he will not engage in prohibited conduct outlined in 3 NYCRR Section 420.20.

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

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

III.

MISCELLANEOUS TERMS AND CONDITIONS

1. Vassallo 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. Vassallo 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 Vassallo 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 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 Vassallo regarding this Agreement should be sent as follows.

Attention:

Michael Steven Vassallo
1 Elspeth Lane
East Northport, New York 11731

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/_____

Michael Steven Vassallo
Mortgage Loan Originator

Dated: _____

New York State Department of Financial Services

By: _____/s/_____

Rholda L. Ricketts
Deputy Superintendent

Dated: _____