

NEW YORK STATE DEPARTMENT
OF FINANCIAL SERVICES

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In the Matter of

Frank Giner
NMLS NO. 16453

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 Frank Giner (“Mr. Giner”) and the New York State Department of Financial Services (the “Department” and collectively with Mr. Giner, the “Settling Parties”) and evidences the agreement between the Settling Parties to resolve, without a hearing, the violations cited herein of Part 420 of the Superintendent’s Regulations, upon and subject to the terms and conditions hereof.

I.

RECITALS

1. Section 44 of the New York Banking Law (“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 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 February 25, 2014, the Department granted Mr. Giner 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 2015, while affiliated with the New York registered mortgage broker Prysma Lending Group, LLC ("Prysma"), Mr. Giner conducted regulated mortgage activities using the domain name and website frankginer.com. A website printout showing a link to frankginer.com is annexed as Exhibit A.

5. Further, the Department found that the website frankginer.com displayed, among other things, Mr. Giner's unique NMLS identifier, email address, telephone contact numbers, and mailing address at Prysma.

6. According to Department records, the Department did not authorize any individual or entity to conduct regulated New York mortgage business utilizing the domain name or website frankginer.com.

7. Accordingly, by operating through the unauthorized domain name and website frankginer.com, Mr. Giner 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

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

1. Mr. Giner 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 activities, including, but not limited to:

- a) complying with the requirements of Articles 12-D and 12-E of the Banking Law and Part 420 of the Superintendent's Regulations; and
- b) ensuring that he will not conduct regulated mortgage activities through any unauthorized domain name or website, or in any other unauthorized manner.

2. Mr. Giner agrees to pay a fine of \$2,500 payable in ten (10) equal monthly installments as follows:

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

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

4. Mr. Giner'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. Mr. Giner 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. Mr. Giner 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 Mr. Giner 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 Mr. Giner regarding this Agreement should be

sent as follows.

Attention:

Frank Giner
Mortgage Loan Originator
15 Prince Street
Danbury, CT 06810

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: _____

Frank Giner
Mortgage Loan Originator

Dated: _____

New York State Department of Financial Services

By: _____

Rholda L. Ricketts
Deputy Superintendent

Dated: _____