

NEW YORK STATE DEPARTMENT  
OF FINANCIAL SERVICES

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In the Matter of

**ANNA LAZAR**  
**NMLS NO. 17128**

**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 Anna Lazar ("Lazar") and the New York State Department of Financial Services (the "Department" and collectively with Lazar, the "Settling Parties") and evidences the agreement between the Settling Parties to resolve, without a hearing, the violation of 3 NYCRR 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 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 March 17, 2009, the Department granted Lazar 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. Based on information derived from the Nationwide Multistate Licensing System Registry (“NMLS”), the Department discovered that the State of Florida, Office of Financial Regulation (“FOFR”) entered into a Stipulation and Consent Agreement, dated May 7, 2013 (the “Agreement”), with Allied Financial, LLC (“Allied”) based on the fact that Allied failed to timely provide information or documentation requested by the FOFR. A copy of the Order is annexed hereto as Exhibit A.

5. At the time of entering into the Agreement, Allied was owned and controlled by Lazar.

6. Although Allied entered into the Agreement with the FOFR, Lazar filed to disclose same in her MLO license renewal applications for the years subsequent to 2013, even though she owned and controlled Allied at the time it entered into the Agreement.

7. Accordingly, the Department determined that Lazar 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**

Lazar is willing to resolve the violations by entering into this Agreement and freely

and voluntarily waives her right to a hearing under Banking Law Sections 44 and 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. Lazar 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 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 she will not engage in prohibited conduct outlined in 3 NYCRR Section 420.2 and Part 38.

2. Lazar agrees to pay a fine of \$2,500 payable in 12 monthly installments as follows:

- \$300 upon execution of this Agreement; and
- \$200 each on or before the 15<sup>th</sup> day of the immediately following 11 months.

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

### **III.**

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

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

Attention:

Anna Lazar  
480 Ridgeland Terrace  
Leonia, New Jersey 07605

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/\_\_\_\_\_

Anna Lazar  
Mortgage Loan Originator

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

New York State Department of Financial Services

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

Rholda L. Ricketts  
Deputy Superintendent

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