

New York State Department
of Financial Services

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In the Matter of

Sun West Mortgage Company, Inc.
B500897

SETTLEMENT AGREEMENT

A Licensed Mortgage Banker Pursuant To
Article XII-D of the New York Banking Law

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This Settlement Agreement ("Agreement") is made and entered into by and between Sun West Mortgage Company, Inc. ("Sun West") and the New York State Department of Financial Services (the "Department" and collectively with Sun West, the "Settling Parties") evidencing an agreement between the Settling Parties to resolve, without a hearing, violations of Article 12-D of the New York Banking Law (the "Banking Law"), upon and subject to the terms and conditions hereof.

I.

RECITALS

1. Sun West Mortgage Company, Inc., headquartered at 18000 Studebaker Road, Suite 200, Cerritos, CA 90703, was granted a license by the Department on April 6, 2009 to engage in business as a mortgage banker pursuant to Article 12-D of the Banking Law.

2. Section 44 and 598 of the Banking Law provide, in part, that the Superintendent may, in a proceeding after notice and a hearing, require a licensed mortgage banker to pay to the people of this State a penalty for a violation of the Banking Law and any regulation promulgated thereunder.

3. Section 38.8 of the General Regulations provides that a mortgage banker may be subject to disciplinary action by the Department for, among other things, violations of Article

12-D of the Banking Law, the regulations promulgated thereunder, or violations of state or federal law indicating that the entity is unfit to engage in the business of a mortgage banker.

Unauthorized Domain Name

4. Pursuant to the Department's June 1, 2000 industry letter, the domain name of any website used by a licensee or a registrant to conduct mortgage banking or brokering activity qualifies as a business address.

5. During a period including September 2014, Sun West utilized the domain name sunwestdirect.com, to solicit New York regulated residential mortgage activities without authorization from the Department. A screenshot of the advertisement is annexed hereto as Exhibit A.

6. Accordingly, Sun West violated Article 12-D Section 591(3) of the Banking law, which requires licensees to apply for and receive permission prior to using a business address.

II.

SETTLEMENT TERMS AND CONDITIONS

Sun West is willing to resolve the violations cited herein by entering into this Agreement and freely and voluntarily waives its right to a hearing under Banking Law Sections 44 and 598 with respect to the cited violations. Therefore, in consideration of the promises and covenants set forth herein:

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

- a. complying with the requirements of Article 12-D of the Banking Law; and not conducting or transacting business in this state using any website, domain, or other name that has not been approved by the Superintendent; and

- b. ensuring that it will provide appropriate training for its employees regarding the utilization of any assumed name or any website, domain, or other name.
2. Sun West agrees to pay a fine of \$ 5,000.⁰⁰.
3. Sun West further agrees that such payment will be made in immediately available funds in accordance with the Department's payment instructions.

III.

MISCELLANEOUS TERMS AND CONDITIONS

1. Sun West acknowledges that its failure to comply with any of the settlement terms and conditions of this Agreement may result in the Department taking action to revoke Sun West's license to engage in the business of a mortgage banker under Article 12-D of the Banking Law.
2. Sun West 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 Sun West, any of its current or former owners, officers, directors, employees, or insiders, or their successors or assigns with respect to any other matter or matters whether related or not to the violations cited herein.
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 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 Sun West regarding this Agreement should be sent as follows.

Attention:

Mr. Hari Shankar Agarwal
President
Sun West Mortgage Company, Inc.
18000 Studebaker Road, Suite 200
Cerritos, CA 90703

8. This Agreement is not confidential, and each of the Settling Parties understands that it is available to the public.

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

Sun West Mortgage Company, Inc.

By: _____

Hari Shankar Agarwal
President

Dated: _____

New York State Department of Financial Services

By: _____

Rholda L. Ricketts
Deputy Superintendent

Dated: _____