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**STATE OF OREGON  
DEPARTMENT OF CONSUMER AND BUSINESS SERVICES  
DIVISION OF FINANCE AND CORPORATE SECURITIES  
BEFORE THE DIRECTOR OF THE DEPARTMENT  
OF CONSUMER AND BUSINESS SERVICES**

**In the Matter of:**

**Alliance West Mortgage, Inc., NMLS No.  
244283, and Matthew Wright, NMLS No.  
229916,**

**Respondents.**

**M-14-0043**

**Order to Cease and Desist and Consent  
to Entry of Order**

10 The Director of the Department of Consumer and Business Services for the State of  
11 Oregon (hereinafter “the Director”) conducted an investigation of Alliance West Mortgage,  
12 Inc.(Alliance) and Matthew Wright (Wright) and determined that Alliance and Wright  
13 engaged in activities constituting violations of ORS 86A.100 et seq. and OAR 441-850-0005  
14 through 441-885-0010 (hereinafter collectively cited as the “Oregon Mortgage Lender Law”)  
15 and Wright now wishes to resolve and settle this matter with the Director.

16 Respondents neither admit nor deny the allegations in the Notice Order but wish to  
17 resolve and settle this matter with the Director.

18 Now, as evidenced by the authorized signature subscribed on this Consent Order,  
19 Respondents hereby consents to entry of this order upon the Director’s Findings of Fact and  
20 Conclusions of Law as stated hereinafter.

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**FINDINGS OF FACT**

The Director finds that:

- 23 1. Alliance is a foreign business corporation first incorporated in California on July 2,  
24 2009.
- 25 2. Alliance first obtained an Oregon mortgage banker/broker license from the  
26 Division of Finance and Corporate Securities (Division) on August 19, 2013, ML-5222.

Division of Finance and Corporate Securities  
Labor and Industries Building  
350 Winter Street NE, Suite 410  
Salem, OR 97301-3881  
Telephone: (503) 378-4387





- 1           3. Alliance’s principal place of business is located at 16491 Scientific Way, Irvine,  
2 CA 92618.
- 3           4. At all times material, Wright was and currently is the President of Alliance.
- 4           5. During the relevant time period, Alliance only had one licensed mortgage loan  
5 originator (MLO) for Oregon and that was Austin Cooper (Cooper). Matthew Wright was not  
6 a licensed MLO for Oregon during the relevant time period.
- 7           6. On April 5, 2014, the Division concluded a routine exam of Alliance’s books and  
8 records. The company received a score of 5 on a scale of 1 to 5 with 5 being a poor score.
- 9           7. The exam revealed that Alliance originated an Oregon residential mortgage loan for  
10 PR and AR for residential property located in Oregon.
- 11          8. The exam revealed that the original loan application was signed by A. Cooper while  
12 the final loan application was signed by M. Wright. Other documents in the file indicated that  
13 Wright was the loan originator on the loan.
- 14          9. Because of the contradiction in the documents, the Division contacted the borrower  
15 to determine the identity of the loan originator.
- 16          10. The borrower responded that the loan originator was Matt Wright.
- 17          11. When the examiner questioned the discrepancy in the loan originator name on the  
18 documents and asked Alliance to verify who acted as the loan originator on the loan, Wright  
19 stated in writing on behalf of Alliance, that it was an error that his name came up because  
20 Alliance’s computer system auto populated his name as the loan officer on the loan documents.
- 21          12. Wright further explained that the borrowers were personal friends of his and that  
22 they recently moved from California to Oregon and sought a residential loan through Alliance.  
23 When the borrowers came to him for a loan, Wright stated that he referred them to Cooper who  
24 was an Oregon licensed mortgage loan originator for Alliance.
- 25          13. Wright stated that although he stayed away from any activity for which a license  
26 was required, he was the point of contact for the borrowers.



1 **CONCLUSIONS OF LAW**

2 The Director concludes that:

3 1. Wright acted as a loan originator as defined in ORS 86A.200(4)(a) by offering to  
4 negotiate or negotiating terms for an Oregon residential mortgage loan for PR and AR on  
5 behalf of Alliance.

6 2. By acting as a loan originator when he was not licensed in Oregon as a residential  
7 mortgage loan originator, Wright violated ORS 86A.203(1)(a).

8 3. By allowing Wright to originate a residential mortgage transaction in Oregon when  
9 he was not licensed to do so, Alliance failed to adequately supervise Wright in violation of  
10 ORS 86A.115(16) and OAR 441-860-0040(1).

11 **ORDER**

12 1. Pursuant to ORS 86A.127(4) the Director hereby orders Respondents and all  
13 entities owned or controlled by Respondents, to cease and desist from violating the Oregon  
14 statutes regulating mortgage lending, ORS 86A.100 et seq.

15 2. Pursuant to ORS 86A.224.(3)(a), the Director may assess a civil penalty in an  
16 amount not to exceed \$5,000 per violation against any person who violates or who procures,  
17 aids or abets in the violation of any provision of ORS 86A.200 to 86A.239 or any rule or order  
18 issued under ORS 86A.200 or 86A.239.

19 3. The Director hereby orders Respondents, jointly and severally, to pay a civil  
20 penalty of \$10,000 based upon \$5,000 for one violation of ORS 86A.203(1)(a), and \$5,000 for  
21 one violation of ORS 86A.115(16) and OAR 441-860-0040(1) .

22 4. However, \$5,000 shall be suspended for a period of three (3) years provided that  
23 Respondents do not violate any terms or conditions of this Consent Order. If at the end of the  
24 three (3) year period Respondents have fully complied the provisions of the Consent Order, the  
25 remaining portion of the civil penalty, \$5,000, will automatically expire.

26 //



1           5. For the \$5,000 of the civil penalty that is not suspended, Respondents shall make  
2 monthly payments of no less than \$500 each month beginning on January 4, 2016, and  
3 continuing to become due on the same each day each month thereafter until the full amount of  
4 \$5,000 is paid in full.

5           6. Any violation of this Consent Order will be deemed a material breach and the full  
6 amount of the civil penalties alleged in the Notice Order will become due and owing  
7 immediately.

8           7. The entry of this Order in no way further limits remedies that may be available  
9 to the Director under Oregon Law.

10           Dated this 21st day of December, 2015 at Salem, Oregon.

11  
12                                   PATRICK M. ALLEN, Director  
13                                   Department of Consumer and Business Services

14  
15                                   /S/ David Tatman  
16                                   David C. Tatman, Administrator  
17                                   Division of Finance and Corporate Securities

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19                                   **CONSENT TO ENTRY OF ORDER**

20           I, Matthew Wright, state that I have read the foregoing Consent Order and that I know  
21 and fully understand the contents hereof. I have been advised of the right to a hearing and the  
22 right to be represented by counsel in this matter. I voluntarily and without any force or duress,  
23 consent to the entry of this Consent Order, expressly waiving any right to a hearing in this  
24 matter. I understand that the Director reserves the right to take further actions to enforce this  
25 Consent Order or to take appropriate action upon discovery of other violations of the Oregon  
26 Mortgage Lender Laws and Rules. I will fully comply with the terms and conditions stated  
herein.



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I understand that this Consent Order is a public document.

Dated this 18th day of December 2015.

/S/ M. Wright  
Matthew Wright

**ACKNOWLEDGMENT**

State of California            )  
  )ss.  
County of Orange            )

This instrument was acknowledged before me on 12-18 -, 2015 by Matthew Wright.

/S/ Han Phan-Weston  
Notary Public for the State of: California  
My commission expires: June 17, 2019

**ENTITY CONSENT TO ENTRY OF ORDER**

I, Matthew West, state that I am an officer of Alliance West Mortgage, Inc. and that I am authorized to act on its behalf. I have read the foregoing order and I know and fully understand the contents hereof. I have been advised of the right to a hearing and of the right to be represented by counsel in this matter. Alliance West Mortgage, Inc., voluntarily and without any force or duress consents to the entry of this order expressly waiving any right to a hearing in this matter. Alliance West Mortgage, Inc. understands that the Director reserves the right to take further actions to enforce this order or to take appropriate action upon discovery of other violations of the Oregon Mortgage Lender Law. Alliance West Mortgage, Inc., will fully comply with the terms and conditions stated herein.

1 Alliance West Mortgage, Inc. further assures the Director that neither Alliance West  
2 Mortgage, Inc., nor its officers, directors, employees, or agents will effect mortgage  
3 transactions in Oregon unless such activities are in full compliance with the Oregon Mortgage  
4 Lender Law Alliance West Mortgage, Inc. understands that this consent order is a public  
5 document.

6 Dated this 18th day of December 2015, at Irvine,  
7 California.

8 By /S/ M. Wright

9  
10 President  
11 Title

12 **ENTITY ACKNOWLEDGMENT**

13 State of California )  
14 County of Orange )ss.

15 There appeared before me this 18th day of December 2015,  
16 Matthew Wright who was first duly sworn on oath, and stated that he was and is an officer of  
17 Alliance West Mortgage, Inc. and he is authorized and empowered to sign this Consent to  
18 Entry of Order on behalf Alliance West Mortgage, Inc. and to bind Alliance West Mortgage,  
19 Inc. to the terms hereof.

20  
21 /S/ Hahn Phan-Weston  
22 Notary Public for the State of:  
23 My commission expires: June 17, 2019

24 **[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**  
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