

COMMONWEALTH OF MASSACHUSETTS

Suffolk, SS.

COMMISSIONER OF BANKS  
MORTGAGE BROKER  
LICENSING  
Docket No. 2021-003

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In the Matter of )  
Andrew L. Marquis )  
Burlington, Massachusetts )  
NMLS No. MLO29861 )  

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SETTLEMENT AGREEMENT

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This Agreement is made this 9th day of March 2022, between Mr. Andrew L. Marquis (“Mr. Marquis”) and the Massachusetts Division of Banks (“Division”).

BACKGROUND

WHEREAS, Mr. Marquis, whose main office is located at 55 Cambridge Street, No. 102, Burlington, Massachusetts 01803, has been advised of his right to Notice and Hearing pursuant to Massachusetts General Laws (M.G.L.) chapter 255F, section 11 and M.G.L. chapter 30A, section 10, and having waived those rights, consents to this SETTLEMENT AGREEMENT (“Agreement”) with the Division, whereby, solely for the purpose of settling this matter, and without admitting any allegations or implications of fact or the existence of any violation of state or federal laws and regulations governing the conduct and operation of a mortgage loan originator in the Commonwealth of Massachusetts;

WHEREAS, the Division, through the Commissioner, has jurisdiction over the licensing and regulation of persons and entities engaged in the business of a mortgage lender and mortgage broker in Massachusetts pursuant to M.G.L. chapter 255E, section 2;

WHEREAS, the Division, through the Commissioner, has jurisdiction over the licensing and regulation of persons engaged in the business of a mortgage loan originator in Massachusetts pursuant to M.G.L. chapter 255F, section 2;

WHEREAS, CrossCountry Mortgage, LLC (“CrossCountry”) is, and at all relevant times, has been a foreign company conducting business in the Commonwealth of Massachusetts. The main office of CrossCountry is located at 6850 Miller Road, Brecksville, Ohio 44141;

WHEREAS, Mr. Marquis is, and at all relevant times, has been a mortgage loan originator conducting business on behalf of CrossCountry in the Commonwealth of Massachusetts. The main office of Andrew L. Marquis is located at 55 Cambridge Street, No. 102, Burlington, Massachusetts 01803;

WHEREAS, CrossCountry is licensed by the Commissioner as a mortgage lender and mortgage broker under M.G.L. chapter 255E, section 2. According to records maintained on file with the Division, the Commissioner initially issued mortgage lender license number ML3328 to CrossCountry to engage in the business of a mortgage lender on or about June 28, 2006. The Division’s records indicate that CrossCountry was subsequently issued mortgage company license number MC3029 which became effective on or about September 1, 2016, covering both mortgage broker and mortgage lender license types;

WHEREAS, Mr. Marquis is licensed by the Commissioner as a mortgage loan originator under M.G.L. chapter 255F, section 2. According to records maintained on file with the Division,

the Commissioner initially issued mortgage loan originator license number MLO29861 to Andrew L. Marquis to engage in the business of a mortgage loan originator on or about May 29, 2008;

WHEREAS, M.G.L. chapter 93A, section 2(a) states, “Unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful.”;

WHEREAS, regulation 940 Code of Massachusetts Regulations (C.M.R.) 8.06(1) states, “It is an unfair or deceptive act or practice for a mortgage broker or lender to make any representation or statement of fact in an advertisement if the representation or statement is false or misleading or has the tendency or capacity to be misleading, or if the mortgage broker or lender does not have sufficient information upon which a reasonable belief in the truth of the representation or statement could be based.”;

WHEREAS, regulation 209 C.M.R. 42.12A(9) states, “It is a prohibited act or practice for a mortgage broker or mortgage lender to make false promises to influence, persuade, or induce a consumer to sign a mortgage loan application or mortgage loan documents.”;

WHEREAS, regulation 209 C.M.R. 41.12 states, “A Licensee's Mortgage Loan Originator license number shall be clearly shown on all residential mortgage loan application forms, solicitations or advertisements, including, without limitation, business cards and websites.”;

WHEREAS, regulation 209 C.M.R. 42.12A(18) states: “It is a prohibited act or practice for a mortgage broker or a mortgage lender to engage in conduct prohibited under 209 C.M.R. 41.10.”;

WHEREAS, pursuant to M.G.L. chapter 255E, section 7(b), M.G.L. 255E, section 11, and M.G.L. 255F, section 11, the Commissioner issued a Temporary Order to Cease and Desist and Notice of Administrative Penalty ("Order"), Docket No. 2021-003 against CrossCountry and Mr.

Marquis on November 30, 2022, based upon information reflected in a solicitation ("Solicitation") sent by CrossCountry to Massachusetts consumers;

WHEREAS, according to CrossCountry and Mr. Marquis, Mr. Marquis was not involved in the Solicitation nor consulted regarding the substance of the Solicitation, and did not approve of or consent to the distribution of the Solicitation;

WHEREAS, according to CrossCountry and Mr. Marquis, the Solicitation was mistakenly mailed to Massachusetts consumers from CrossCountry's main office location in Brecksville, Ohio;

WHEREAS, according to CrossCountry and Mr. Marquis, CrossCountry voluntarily ceased mailing the Solicitation within approximately two weeks of when the Solicitation was first distributed and a month prior to the issuance of the Order;

WHEREAS, according to CrossCountry and Mr. Marquis, CrossCountry took additional corrective action, including providing additional training to marketing personnel and instituting enhancements in CrossCountry's marketing procedures to prevent solicitations from being distributed without the compliance department's approval;

WHEREAS, in recognition of the Division and Mr. Marquis having reached the following mutual agreement under this agreement to fully resolve the matters raised by the Order, the Commissioner has terminated the Order on this 9th day of March, 2022; and

WHEREAS, the parties now seek to resolve by mutual agreement, the matters identified in the Order.

#### AGREEMENT

NOW COME the parties in the above-captioned matter, the Division and Mr. Marquis, and agree as follows:

1. Mr. Marquis shall take all necessary steps to ensure that the Solicitation or any similar solicitations or advertisements are not published or distributed to consumers in Massachusetts; and
2. Mr. Marquis shall take all necessary steps to ensure that all solicitations and advertising materials associated with his name do not contain any representations or statements that could be considered false, misleading, or have the tendency or capacity to be misleading.

#### GENERAL PROVISIONS

3. Mr. Marquis hereby waives, solely for purposes of settling this matter:
  - a. The receipt of a Notice specifying the allegations which form the basis for issuance of the Agreement;
  - b. All defenses to the issuance of the Agreement;
  - c. The filing of proposed findings of fact and conclusions of law;
  - d. A written decision from the Commissioner; and
  - e. Exceptions and briefs with respect to such written decision.
4. Nothing in this Agreement shall be construed as permitting Mr. Marquis to violate any law, rule, regulation, or regulatory bulletin to which Mr. Marquis is subject.
5. In consideration of this Agreement, the Division agrees not to pursue any other remedial measures, sanctions or penalties relative to this matter unless the Division is made aware of material information that is not addressed in this Agreement or if Mr. Marquis fails to comply with the terms of this Agreement.
6. This Agreement shall become effective and public immediately upon the date of its issuance.

7. The provisions of this Agreement shall not limit, estop, or otherwise prevent any other state agency or department from taking any other action affecting Mr. Marquis.
8. The provisions of this Agreement shall remain effective and enforceable except to the extent that, and until such time as, any provisions of this Agreement shall have been modified, terminated, suspended, or set aside by the Commissioner or upon an order of a court of competent jurisdiction.
9. This Agreement is the complete document representing the resolution of this matter. There are no other agreements, promises, representations, or warranties other than those set forth in this Agreement.

Agreed to this 9th day of March, 2022

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Andrew L. Marquis

Approved this 9th day of March, 2022.

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Mary L. Gallagher  
Commissioner of Banks