

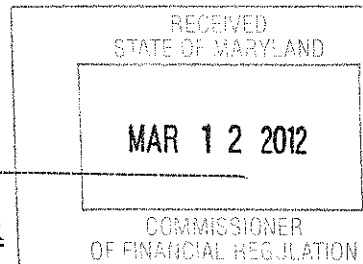
IN THE MATTER OF:

MARKETING USA, LLC,  
DAVID MARK GOLDSMITH,  
MORGAN WINGATE PRITCHETT, and  
IRINA BRUSILOVSKY,

Respondents.

BEFORE THE MARYLAND  
COMMISSIONER OF  
FINANCIAL REGULATION

Case No.: CFR-FY2010-342



**SETTLEMENT AGREEMENT AND CONSENT ORDER**

This Settlement Agreement and Consent Order (“Agreement”) is entered into and effective this 5th day of March, 2012, by and between the Maryland Commissioner of Financial Regulation (the “Commissioner”), and Marketing USA, LLC (“Marketing USA”), David Mark Goldsmith (“Goldsmith”), Morgan Wingate Pritchett (“Pritchett”), and Irina Brusilovsky (“Brusilosvsky”) (collectively, the “Respondents”). The Commissioner and the Respondents (the “Parties”) consent to the entry of this Agreement as a final resolution of this matter. All paragraphs below are intended to be part of the contractual obligations of the Parties hereto, so far as they may be so construed, and are not mere recitals to this Agreement.

1. Pursuant to the Maryland Mortgage Lender Law (“MMLL”) (Annotated Code of Maryland, Financial Institutions Article (“FI”) § 11-501 *et seq.*) and the Maryland Mortgage Originators Law (“MMOL”) (Annotated Code of Maryland, FI § 11-601 *et seq.*), the Commissioner is responsible for licensing and examining, *inter alia*, all mortgage lenders, brokers, originators, and servicers in the State of Maryland (the “State”). Further, the

Commissioner has plenary regulatory authority to investigate and enforce the Maryland Mortgage Fraud Protection Act (“MMFPA”) (Annotated Code of Maryland, Real Property Article (“RP”) § 7-401 *et seq.*).

2. On January 18, 2012, the Commissioner issued a Summary Order to Cease and Desist and Summary Suspension of Respondent Pritchett’s Maryland Mortgage Originator License (the “Summary Order”) alleging, in part, that Respondents engaged in a mortgage fraud scheme, all in violation of various provisions of Maryland Law, including, but not limited to, the MMLL, the MMOL, and/or the MMFPA, as well as in violation of Maryland law prohibiting the commission of acts resulting in fraud and/or theft. This determination was based, in part, on the following facts:

a. Respondent Marketing USA is a forfeited Maryland limited liability company with principal offices located in Finksburg, Maryland. Marketing USA purportedly engaged in mortgage-related business activities in the State of Maryland involving Maryland residential real property. Respondents Goldsmith, Pritchett, and Brusilovsky, were the owners, directors, officers, managers, employees and/or agents of Marketing USA;

b. Everett Financial, Inc. d/b/a Supreme Lending (“Everett Financial”) is an active Texas corporation with principal offices located in Dallas, Texas. Everett Financial engages in mortgage-related business activities in the State of Maryland involving Maryland residential real property. At all times relevant to the alleged conduct described in the Summary Order, Everett Financial has been duly licensed by the Commissioner as a Maryland mortgage lender (License No.: 06-11795). The Commissioner issued Everett Financial a mortgage lender license on January 5, 2005, which was renewed on several occasions, and is

set to expire on December 31, 2012. Additionally, Everett Financial currently holds one branch license under the MMLL (License No.: 06-19229). At all times relevant to the alleged conduct described in the Summary Order, Respondents Goldsmith, Pritchett, and Brusilovsky, were the employees and/or agents of Everett Financial;

c. Respondent Goldsmith engages in mortgage-related business activities in the State of Maryland involving Maryland residential real property. That at all times relevant to the alleged conduct described in the Summary Order, Goldsmith was duly licensed by the Commissioner as a Maryland mortgage loan originator (License No.: 26-7161). The Commissioner issued Goldsmith a mortgage loan originator license effective on January 23, 2007, which was renewed on several occasions, and expired on December 31, 2011;

d. Respondent Pritchett engages in mortgage-related business activities in the State of Maryland involving Maryland residential real property. At all times relevant to the alleged conduct described in the Summary Order, Pritchett has been duly licensed by the Commissioner as a Maryland mortgage loan originator (License No.: 26-6585). The Commissioner issued Pritchett a mortgage loan originator license effective on January 23, 2007, which was renewed on several occasions, and is set to expire on December 31, 2012;

e. Respondent Brusilovsky engages in mortgage-related business activities in the State of Maryland involving Maryland residential real property. That at all times relevant to the alleged conduct described in the Summary Order, Brusilovsky was duly licensed by the Commissioner as a Maryland mortgage loan originator (License No.: 26-6505). The Commissioner issued Brusilovsky a mortgage loan originator license effective on February 20, 2007, which expired on February 20, 2009; and

f. That in at least fifty-six (56) mortgage loans, Everett Financial acted as a lender in those transactions and Respondent Marketing USA received a “marketing fee” and/or a “processing fee.” See “Exhibit A” attached to the Summary Order. Further, Respondents Goldsmith, Pritchett, and/or Brusilovsky acted as the loan originator in those transactions. That all fees paid to Marketing USA, were kickback fees and/or unearned fees under the Real Estate Settlement Procedures Act (“RESPA”) (12 U.S.C. § 2601 *et seq*), and/or illegal and fraudulent fees collected in violation Maryland law.

3. Respondents do not admit to the alleged violations set forth above but, nonetheless, wish to resolve the alleged violations without the need for further administrative proceedings or other legal proceedings, and to avoid the costs associated with such proceedings and any potential appeals, and therefore agree to resolve this matter fully, finally, and completely without further administrative proceedings commenced, or an administrative hearing or injunction, and further accept without condition, and fully agree to abide by, each and every term set forth in this Agreement.

4. The Commissioner desires to ensure that Respondents will comply with all applicable statutes, regulations, and others laws governing Maryland mortgage lending, and further wishes to avoid the costs to the taxpayers of an administrative hearing and any potential appeals.

5. Respondents agree to take each and every one of the following actions in exchange for a final resolution of all allegations made herein:

a. Respondents in aggregate will remit an **EIGHT THOUSAND (\$8,000)** civil penalty to the Commissioner. Payment will be made in two installment payments, with

the first payment of five thousand dollars (\$5,000) due immediately upon execution and delivery of this Agreement by money order, cashier's check or certified check made payable to the "Commissioner of Financial Regulation", and with the final payment of three thousand dollars (\$3,000) due within one hundred and eighty (180) days from the date of execution and delivery of this Agreement by money order or certified check made payable to the "Commissioner of Financial Regulation".

b. Within one hundred and eighty (180) days from the date of execution and delivery of this Agreement, Respondents in aggregate will remit a **TWO THOUSAND DOLLAR (\$2,000)** investigation fee to the Commissioner by check, money order or certified check made payable to the "Commissioner of Financial Regulation";

c. Respondents agree to cooperate fully with all future requests for documentation, information, and records requested by the Staff of the Commissioner to determine compliance with the terms of this Agreement;

d. Respondents agree to fully cooperate with the Commissioner in any other related investigation involving business entities or individuals not a party to this Agreement, including providing testimony at any administrative or other legal proceeding that may arise; and

e. Respondents will cease engaging in the activities which formed the basis for the charges set forth in the Summary Order.

6. Respondents acknowledge that they have voluntarily entered into this Agreement with full knowledge of their right to a hearing, arising from the allegations brought

by the Commissioner based on the alleged violations described in the Summary Order, pursuant to the MMLL, the MMOL, the MMFPA, and the Maryland Administrative Procedures Act (Annotated Code of Maryland, State Government Article (“SG”) § 10-201 *et seq.*), and that Respondents hereby waive their right to a hearing. Respondents further acknowledge that they have had an opportunity to consult with independent legal counsel in connection with the waiver of rights and with the negotiation and execution of this Agreement, and that Respondents have either consulted with independent legal counsel or have knowingly and voluntarily elected not to consult with counsel.

7. Respondents represent that they are currently in compliance with all applicable statutes, regulations, and others laws governing Maryland mortgage lending, brokering, originating, and servicing, and that the Respondents will continue to act in compliance at all future times.

8. The Parties hereto agree that this Agreement shall be binding and enforceable in court by the Commissioner and by Respondents, shall be admissible in court, and shall be binding upon and inure to any of Respondents’ present and future owners, members, officers, employees, successors, and assigns.

9. The Parties hereto agree that any notices hereunder shall be effectively “delivered” when sent via overnight delivery or certified mail as follows:

a. To the Commissioner:

Commissioner of Financial Regulation  
500 North Calvert Street, Suite 402  
Baltimore, Maryland 21202-3651  
Attn: Anne Balcer Norton, Deputy Commissioner

Copy to:  
Jedd Bellman

Assistant Attorney General  
500 North Calvert Street, Suite 406  
Baltimore, Maryland 21202-3651

b. To Respondents:

Flynn M. Owens, Esq.  
1300 Court Square Building  
200 E. Lexington Street  
Baltimore, Maryland 21202

Timothy M. Gunning, Esq.  
305 Washington Avenue, Suite 301  
Towson, Maryland 21204

Irina Brusilovsky  
3436 Birch Hollow Road  
Baltimore, Maryland 21208

**NOW, THEREFORE**, it is, by the Maryland Commissioner of Financial Regulation,  
hereby

**ORDERED** that Respondents shall adhere to all terms of this Settlement Agreement  
and Consent Order; and it is

**ORDERED** that Respondents shall operate their business activities in full compliance  
with all statutes, regulations, and other laws governing mortgage lending in the State of  
Maryland, and shall continue to act in full compliance at all future times; and it is further

**ORDERED** that, in the event Respondents, or any of the owners, principals, directors,  
officers, managers, members, employees, or agents of Respondents, violate any provision of  
this Settlement Agreement and Consent Order, or otherwise engage in the activities which  
formed the basis for the allegations set forth above, the Commissioner may, at the  
Commissioner's discretion, take any enforcement actions available under FI § 11-517, FI §  
11-615, RP § 7-404.1, and FI § 2-115(b), as well as take any other enforcement actions as

permitted by, and in accordance with, applicable State law; and it is further

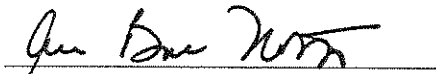
**ORDERED** that this matter shall be resolved in accordance with the terms of this Settlement Agreement and Consent Order and the same shall be reflected among the records of the Office of the Commissioner of Financial Regulation; and it is further

**ORDERED** that this document shall constitute a Final Order of the Maryland Commissioner of Financial Regulation and, that the Commissioner may consider this Settlement Agreement and Consent Order and the facts set forth herein in connection with, and in deciding, any action or proceeding before the Commissioner; and that this Settlement Agreement and Consent Order may, if relevant, be admitted into evidence in any matter before the Commissioner.

It is so **ORDERED**.

**IN WITNESS WHEREOF**, this Settlement Agreement and Consent Order is executed and effective on the day and year first above written.

**MARYLAND COMMISSIONER  
OF FINANCIAL REGULATION**



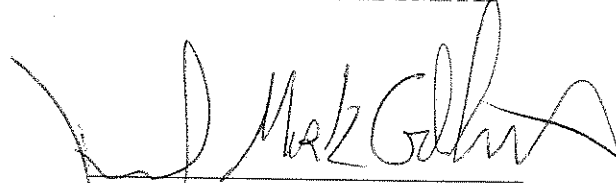
By: Anne Balcer Norton,  
Deputy Commissioner

**MARKETING USA, LLC**



By: David Mark Goldsmith,  
President/Owner

**DAVID MARK GOLDSMITH**

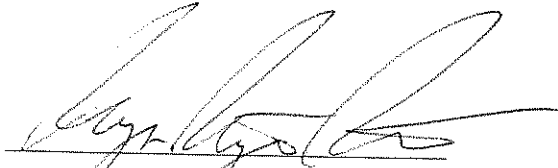


By: David Mark Goldsmith,



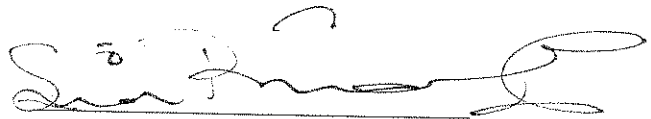
Individually

**MORGAN WINGATE  
PRITCHETT**

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By: Morgan Wingate Pritchett,  
Individually

**IRINA BRUSILOVSKY**

A handwritten signature in black ink, appearing to read 'Irina Brusilovsky', written over a horizontal line.

By: Irina Brusilovsky,  
Individually