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STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
DIVISION OF MORTGAGE LENDING

* * *

In re:

IMLS, LLC, dba IMortgage Lending Services; and Zachary Hamman, Principal and Qualified Employee

STIPULATED SETTLEMENT AGREEMENT

Respondents.

STIPULATED SETTLEMENT AGREEMENT

COMES NOW, The State of Nevada, Department of Business and Industry, Division of Mortgage Lending (hereinafter, the "DIVISION"), and Respondents, IMLS, LLC, dba IMortgage Lending Services; and Zachary Hamman, Principal and Qualified Employee (each a "Respondent" and collectively the "RESPONDENTS" or each a "PARTY" and collectively, the "PARTIES", as the context requires) and hereby stipulate and agree through this Stipulated Settlement Agreement ("AGREEMENT") as follows:

FACTUAL ALLEGATIONS

WHEREAS, RESPONDENT IMLS, LLC, dba IMortgage Lending Services (hereinafter singularly referred to as "IMLS") is a licensed mortgage broker operating within the State of Nevada, and was issued a mortgage brokers license pursuant to Chapter 645B of the Nevada Revised Statutes and the regulations promulgated through license number 2972

WHEREAS, RESPONDENT Zachary Hamman ("RESPONDENT HAMMAN") is a principal, along with Tracie Hamman, and whereas RESPONDENT HAMMAN is the qualified employee of the RESPONDENT IMLS; and

1 WHEREAS, pursuant to NRS 645B.060(2), the DIVISION has the authority to conduct
2 annual examinations and such special audits as are deemed necessary by the Commissioner of
3 the DIVISION; and

4 WHEREAS, during a special investigation into alleged Foreclosure Consultant activity
5 conducted by the DIVISION pursuant to NRS 645B.060(2) several violations of NRS Chapter
6 645B and/or the regulations promulgated there under were discovered by the DIVISION as set
7 forth below, and the RESPONDENTS agree that the following facts and violations occurred and
8 are accurate:

- 9
- 10 a. RESPONDENT IMLS and RESPONDENT HAMMAN engaged in the activity of a
11 Foreclosure Consultant as that term is defined pursuant to NRS 645F.300, et seq.
12 under an entity called IMODIFICATIONS, which is another dba of IMLS LLC, and on
13 at least three (3) occasions collected advance fees from consumers, after said
14 consumers had been issued a notice of default by their lender(s), and prior to the
15 services of a Foreclosure Consultant being fully performed, in violation of NRS
16 645F.400(1) and NRS 645B.670(2)(c).
- 17
- 18 b. RESPONDENT IMLS and RESPONDENT HAMMAN shared office space with
19 IMODIFICATIONS operating as a Foreclosure Consultant without distinct office
20 space or signage so the public could distinguish the separate business entities, used
21 documents and contracts with IMLS LLC letterhead, had information on their
22 mortgage brokerage website concerning IMODIFICATIONS and foreclosure
23 consulting, and commingled funds of the Foreclosure Consultant and their
24 mortgager broker company in violation of NRS 645B.670(2)(c), (o) and (n), NRS
25 645B.175 and NAC 645B.032.
- 26
- 27
- 28

1 WHEREAS, pursuant to NRS 645B.060(2) the Commissioner may for each violation
2 impose a fine not to exceed \$10,000 or revoke, suspend, or place conditions on a license or
3 do both; and

4 WHEREAS, the PARTIES wish to resolve this matter without the necessity of the filing
5 of a complaint and a formal hearing.

6 NOW, THEREFORE, in consideration of the representations, covenants and
7 conditions set forth herein, the PARTIES stipulate and agree as follows:

8 1. RESPONDENTS hereby acknowledge and agree, with full knowledge, to waive
9 their right to have the DIVISION file a complaint and to go to a hearing in this matter.
10

11 2. In light of the PARTIES' desire to resolve this matter, RESPONDENT IMLS
12 and/or RESPONDENT HAMMAN, shall, pursuant to NRS 645B.670 and/or NRS 622.400, pay
13 for the DIVISION'S attorney's fees directly associated with the investigation and settlement of
14 this case and the DIVISION'S investigation costs directly related to this case. The
15 RESPONDENT IMLS and/or the RESPONDENT HAMMAN shall accordingly pay the sum of
16 TWO HUNDRED AND FIFTY DOLLARS (\$250.00) to the DIVISION for attorney's fees
17 directly related to the investigation and settlement of this case. The RESPONDENT IMLS
18 and/or the RESPONDENT HAMMAN shall pay the sum of TWO HUNDRED AND FORTY
19 DOLLARS (\$240.00) to the DIVISION for investigation costs directly related to the
20 investigation of this case. In addition, the RESPONDENT IMLS and/or the RESPONDENT
21 HAMMAN shall, pursuant to NRS 645B.670, pay the sum of FIVE HUNDRED DOLLARS
22 (\$500.00) to the DIVISION as a fine. All payments set forth in this paragraph shall be made
23 within thirty (30) days of this AGREEMENT being executed by the Commissioner of the
24 DIVISION.
25

26 3. In light of the PARTIES' desire to resolve this matter, the RESPONDENT IMLS
27 and/or RESPONDENT HAMMAN shall refund any and all monies received from a consumer
28

1 whom they consulted with as a Foreclosure Consultant and accepted money from prior to the
2 covered service being fully performed and who had a notice of default recorded at the time
3 monies were accepted in violation of NRS 645F.400 (1). If money was received from such a
4 consumer prior to services being rendered but if services as of the date of execution of this
5 agreement have been fully performed than no refund shall be necessary. Further, nothing
6 herein shall prevent the RESPONDENTS from subsequently receiving such funds after the
7 requirements of NRS 645F.400(1) have been complied with. Proof of such refunds shall be
8 provided to the Division within THIRTY (30) days of the date the Commissioner signs this
9 AGREEMENT. The Division is aware that Andrea Maples and Casey and Melissa Jones are
10 entitled to the refunds set forth herein with Andrea Maples entitled to a refund of THREE
11 THOUSAND EIGHT HUNDRED DOLLARS (\$3,800.00) and Casey and Melissa Jones also
12 entitled to a refund of THREE THOUSAND EIGHT HUNDRED DOLLARS (\$3,800.00).
13

14 4. In light of the PARTIES' desire to resolve this matter, the RESPONDENTS shall
15 further, within thirty (30) days of the execution of this agreement by the Commissioner of the
16 Division, ensure full compliance with the separation of business entity provisions prescribed in
17 NAC 645B.032 and any other applicable provision of law with respect to IMODIFICATIONS
18 and/or any other entity sharing premises with IMLS. The separation includes, but is not
19 limited to, operating as separate legal entities, the maintenance of separate bank accounts,
20 separate signage, separate office space and separate phone lines.
21

22 5. RESPONDENT'S shall further immediately comply with any applicable provision
23 of NRS 645F.300, et seq., NRS chapter 598, and any other applicable provision of law.
24

25 6. RESPONDENT'S understand and agree that the Commissioner of the Division
26 has no authority and/or jurisdiction over the provisions of NRS Chapter 598, and further
27 understand and agree that this AGREEMENT does not resolve any alleged violation of NRS
28 Chapter 598 which may have occurred or which presently exists.

1 7. RESPONDENTS further acknowledge and agree that in the event that
2 RESPONDENTS violate any of the provision of the AGREEMENT, the DIVISION shall retain
3 any and all remedies available to it in accordance with the applicable provisions of NRS
4 Chapter 645B.

5 8. The PARTIES agree and acknowledge that this AGREEMENT shall constitute
6 the complete and final resolution of any issues arising out of the DIVISION'S investigation into
7 RESPONDENTS conduct as specified herein.

8 9. The PARTIES represent and warrant that the person executing the instant
9 AGREEMENT on behalf of each party has full power and authority to do so, and has the legal
10 capacity to conduct the legal obligations assigned to it hereunder.
11

12 10. RESPONDENTS further acknowledge and agree that the DIVISION shall retain
13 the original of the instant AGREEMENT.

14 11. This AGREEMENT may be signed in counterparts and a facsimile signature shall
15 be deemed as valid as an original, however, RESPONDENTS shall immediately forward all
16 original signature pages to the DIVISION.
17

18 12. The instant AGREEMENT, as well as the rights and obligations of the parties
19 hereto shall be interpreted, governed, and construed pursuant to the laws of the State of
20 Nevada.

21 13. Any action to enforce the instant AGREEMENT shall be brought in the
22 Second Judicial District Court of the State of Nevada, in and for Washoe County.

23 14. If the DIVISION is successful in any action to enforce this agreement, the court
24 may award it attorney's fees. It is specifically agreed that reasonable attorney's fees for the
25 State-employed attorneys shall be \$125 per hour.
26

27 15. Failure to declare a breach or the actual waiver of any particular breach of the
28 instant AGREEMENT or its material terms, by either party, shall not operate as a waiver by

1 such party of any of its rights or remedies as to any other breach.

2 16. The RESPONDENTS have the right to retain an attorney to review this
3 AGREEMENT at their sole cost and expense and have freely and voluntarily chosen not to do
4 so.

5 17. Other than the fines and investigative costs set forth herein, each side shall pay its
6 own costs and fees, including attorney's fees.

7 18. If any provision contained in the instant AGREEMENT is held to be unenforceable
8 by a court of law or equity, the instant AGREEMENT shall be construed as if such a
9 provision(s) did not exist and the unenforceability of such provision(s) shall not be held to
10 render any other provision(s) of the instant AGREEMENT unenforceable.
11

12 19. The instant AGREEMENT constitutes the entire agreement of the parties, and it is
13 intended as a complete and exclusive statement of the promises, representations,
14 negotiations, and discussions of the parties. Unless otherwise expressly authorized by its
15 terms, the instant AGREEMENT shall be binding upon the parties unless the same is in
16 writing, signed by the respective parties hereto, and approved by the Office of the Attorney
17 General.
18

19 20. By executing this AGREEMENT, RESPONDENTS (called "you" in this section)
20 hereby agree that they are waiving certain rights as set forth herein. As the RESPONDENTS,
21 you are specifically informed that you have the right to request that the DIVISION file an
22 administrative complaint against you, at any hearing on such a complaint you have the right to
23 appear and be heard in your defense, either personally or through your counsel of choice. If
24 the DIVISION were to file a complaint, at the hearing, the DIVISION would have the burden of
25 proving the allegations in the complaint and would call witnesses and present evidence
26 against you. You would have the right to respond and to present relevant evidence and
27 argument on all issues involved. You would have the right to call and examine witnesses,
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1 introduce exhibits, and cross-examine opposing witnesses on any matter relevant to the
2 issues involved.

3 You would have the right to request that the Commissioner of the DIVISION issue
4 subpoenas to compel witnesses to testify and/or evidence to be offered on your behalf. In
5 making this request, you may be required to demonstrate the relevance of the witness's
6 testimony and/or evidence. Other important rights you have are listed in NRS Chapter 645B
7 and NRS Chapter 233B.

8 21. Neither this AGREEMENT nor any statements made concerning this
9 AGREEMENT may be discussed or introduced into evidence at the hearing of the complaint,
10 if the DIVISION must ultimately put on a case based upon RESPONDENTS failure to comply
11 with the terms and conditions of this AGREEMENT.

12 22. RESPONDENTS understand and agree that this AGREEMENT may be used to
13 show that past violations have occurred should any future disciplinary action be taken by the
14 DIVISION.

15 23. Zachary Hamman and Tracie Hamman agree that should the RESPONDENT
16 IMLS not pay the fines, costs, and fees as specified herein that they shall be personally
17 responsible for timely paying the same.

18 24. In consideration of execution of this AGREEMENT, the RESPONDENTS and
19 Tracie Hamman for themselves, their owners, and their heirs, executors, administrators,
20 successors, and assigns, hereby release, remise, and forever discharge the State of Nevada,
21 the Department of Business and Industry of the State of Nevada, the DIVISION, and each of
22 their members, agents, attorneys (including any and all employees of the Nevada Attorney
23 General), and employees in their individual and representative capacities, from any and all
24 manner of actions, causes of action, suits, debts, judgments, executions, claims, and
25 demands whatsoever, known and unknown, in law or equity, that the RESPONDENTS and/or
26 Tracie Hamman ever had, now has, may have, or claim to have against any or all of the
27 persons or entities named in this section, arising out of or by reason of the DIVISION'S
28 investigation, into this matter, and all other matters relating thereto.

CERTIFICATE OF SERVICE

I certify that I am an employee of the State of Nevada, Department of Business and Industry, Division of Mortgage Lending, and that on January 6, 2009, I deposited in the U.S. mail, postage prepaid via First Class Mail and Certified Return Receipt Requested, a true and correct copy of the foregoing, IMLS LLC dba IMORTGAGE LENDING SERVICES AND ZACHARY HAMMAN, addressed as follows:

Zachary Hamman
IMLS, LLC dba IMortgage Lending Services
5650 Riggins Court, Ste. 201
Reno, NV 89502

Certified Receipt Number: 7006 2760 0000 0867 0021

DATED this 6th day of January, 2009

By: 
Employee of the Division

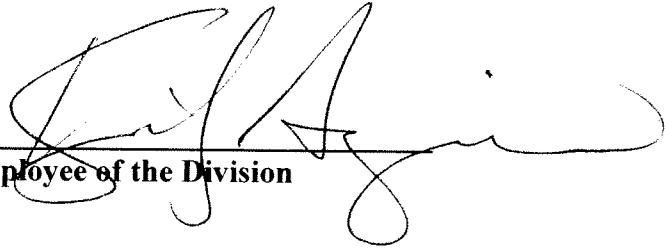
CERTIFICATE OF SERVICE

I certify that I am an employee of the State of Nevada, Department of Business and Industry, Division of Mortgage Lending, and that on February 13, 2009, I deposited in the U.S. mail, postage prepaid via First Class Mail and Certified Return Receipt Requested, a true and correct copy of the foregoing, STIPULATED SETTLEMENT AGREEMENT for IMLS LLC dba IMORTGAGE LENDING SERVICES & ZACHARY HAMMAN, addressed as follows:

**Zachary Hamman
IMLS LLC dba IMortgage Lending Services
5650 Riggins Court, Ste. 201
Reno, NV 89502**

Certified Receipt Number: 7006 2760 0000 0876 3008

DATED this 13th day of February, 2009

By: 
Employee of the Division