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

* * *

In re:
Sandra Jones,
Respondent.

STIPULATED SETTLEMENT AGREEMENT

STIPULATED SETTLEMENT AGREEMENT

COMES NOW, The State of Nevada, Department of Business and Industry, Division of Mortgage Lending (the "Division"), and Sandra Jones (the "Respondent") (each a "Party" and collectively, the "Parties") and hereby stipulate and agree through this Stipulated Settlement Agreement ("Agreement") as follows:

FACTUAL ALLEGATIONS

WHEREAS, on June 12, 2000 Respondent was registered with, and issued a mortgage agent license (License No. 331) by, the Division of Financial Institutions, Department of Business & Industry, State of Nevada ("FID") pursuant to Chapter 645B of NRS. The Respondent's current status with the Division is inactive;

WHEREAS, on October 13, 1999, Tayllon Mortgage Corporation ("Tayllon") was registered with, and issued a mortgage broker license (License No. 378) by, the Division of Financial Institutions, Department of Business & Industry, State of Nevada ("FID") pursuant to Chapter 645B of NRS. Tayllon operated within the State of Nevada as a licensed mortgage broker until the company closed on approximately March 5, 2008;

1 WHEREAS, on approximately July 1, 2004, the Division commenced licensing and
2 supervising mortgage brokers and mortgage agents pursuant to Chapter 645B of NRS;

3 WHEREAS, Respondent was affiliated with, or employed by, Tayllon as a licensed
4 mortgage agent from June 12, 2000, to February 1, 2008. See, NRS 645B.450(1);

5 WHEREAS, Presently, Respondent's status with the Division is inactive;

6 WHEREAS, On January 17, 2008, the Division received a written complaint
7 ("Complaint") from an individual, MM ("Complainant") alleging, among other things, that:

8 a. In or around June 2007, Respondent, a licensed mortgage agent affiliated
9 with, or employed by, Tayllon, offered or provided mortgage agent services to Complainant in
10 connection with a mortgage loan which complainant subsequently concluded;

11 b. On June 26, 2007, Complainant was to receive the cash out loan proceeds in
12 the amount of \$78,839.55 in connection with the subject mortgage loan transaction;

13 c. Respondent called Complainant at work and requested a routing number to
14 Complainant's bank;

15 d. At the time, Complainant did not have a bank account, so Respondent told
16 Complainant that he could have his loan proceeds wired to Respondent's business account
17 and she would pay Complainant \$25,000.00 every week until paid in full;

18 e. Complainant agreed to deposit his loan proceeds into Respondent's
19 business account because Respondent said it would take three weeks for Complainant to
20 open a bank account, deposit a loan proceeds check and wait for it to clear;

21 f. The next day, Respondent paid Complainant \$25,000.00, in cash. At the
22 same time Complainant provided Respondent a routing number to his account at Nevada
23 Federal Credit Union and asked that she transfer the remainder of his funds;

24 g. Respondent failed to transfer the balance of Complainant's loan proceeds to
25 Nevada Federal Credit Union;
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1 h. Respondent told Complainant that she had spent Complainant's money and
2 would pay Complainant back as soon as she could. Respondent also said that she would
3 make Complainant's mortgage loan payments until she paid Complainant the balance of
4 Complainant's loan proceeds;

5 i. Subsequently, Complainant received a phone call at work from Specialized
6 Loan Servicing stating that Complainant was three mortgage payments in arrears; and

7 j. Respondent failed to pay Complainant the balance of Complainant's cash-out
8 loan proceeds.

9 WHEREAS, pursuant to NRS 645B.060, the Division is charged with conducting "...such
10 investigations as may be necessary to determine whether any person has violated any provision
11 of this chapter, a regulation adopted pursuant to this chapter or an order of the Commissioner."
12 See, NRS 645B.060(2)(c);

14 WHEREAS, pursuant to NRS 645B.060, the Division is further charged with conducting
15 "...such other examinations, periodic or special audits, investigations and hearings as may be
16 necessary and proper for the efficient administration of the laws of this State regarding
17 mortgage bankers..." See, NRS 645B.060(2)(e);

18 WHEARAS, pursuant to NRS 645B.610, if a person properly files a complaint with the
19 Division, the Division is further charged with investigation "...each violation alleged in the
20 complaint..." and the Division "...shall determine from the investigation whether there is
21 reasonable cause to believe that the person committed the alleged violation..." See,
22 NRS 645B.610(1), (3).

24 WHEREAS, In response to the Complaint, Respondent stated, among other things,
25 that:

26 a. Complainant did not have a bank account in order to deposit Complainant's
27 loan proceeds check in the amount of \$78,839.55 and Complainant only had one form of
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1 identification, so Respondent agreed to deposit Complainant's loan proceeds "...in (her)
2 business account, Black & White Productions...;"

3 b. In paying Complainant back, Respondent "...was unable to get the whole
4 amount in cash so (Respondent) paid (Complainant) in increments at a time...(Respondent)
5 tried to get (Complainant's) money back to him as soon as possible and ran into some
6 financial difficulty (herself). Respondent had to use \$10,801.41 of the funds and agreed to
7 pay (Complainant) back as soon as (Respondent) could...;"

8 c. On December 1, 2007, the remaining balance of the money owed by
9 Respondent to Complainant was approximately \$10,801.41;

10 d. On December 1, 2007, Respondent paid Complainant \$3,801.41 by cashier's
11 check;

12 e. On December 3, 2007, the amount of \$966.67 was debited from
13 Respondent's account and applied to Complainant's December mortgage payment; and

14 f. Respondent paid Complainant the balance of \$6,003.33, in cash;

15 WHEREAS, After receiving the above-described Complaint regarding Respondent, the
16 Division conducted an investigation of the allegations in question. This investigation revealed,
17 among other things, that:
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19 a. At relevant times herein mentioned, Respondent was affiliated with, or
20 employed by, Tayllon, as a licensed mortgage agent;

21 b. At relevant times herein mentioned, Respondent offered or provided
22 mortgage agent services to Complainant in connection with a mortgage loan transaction;

23 c. On or about June 26, 2007, Respondent deposited Complainant's loan
24 proceeds check in the amount of \$78,701.42 in Respondent's business account, Black &
25 White Productions;
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27 d. Respondent failed to pay the \$78,701.42 back to Complainant;
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1 e. Respondent made payments to Complainant in increments; and

2 f. Respondent had financial difficulty herself and used \$10,801.41 of
3 Complainant's \$78,701.42 loan proceeds.

4 WHEREAS, Pursuant to NRS 645B.670, "(f)or each violation committed by a mortgage
5 agent, the Commissioner may impose upon the mortgage agent an administrative fine of not
6 more than \$10,000, may suspend, revoke or place conditions upon his license, or may do
7 both, if the mortgage agent, whether or not acting as such...(i)s grossly negligent or
8 incompetent in performing any act for which he is required to be licensed pursuant to the
9 provisions of this chapter...(h)as made a material misrepresentation in connection with any
10 transaction governed by this chapter...(h)as failed to account for or to remit any money of a
11 client within a reasonable time after a request for...remittal...(h)as commingled the
12 money...of a client with his own or has converted the money...to his own use...(h)as engaged
13 in any other conduct constituting a deceitful, fraudulent or dishonest business practice...(h)as
14 violated any provision of this chapter, a regulation adopted pursuant to this chapter or an
15 order of the Commissioner or has assisted or offered to assist another person to commit such
16 a violation." See, NRS 645B.670(3)(a), (b), (f), (g), (h), (j).

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

21 1. Respondent hereby acknowledges and agrees, with full knowledge, to waive its
22 right to have the Division file a complaint and to go to a hearing in this matter.

23 2. Respondent agrees that the above-described actions constituted a violation of
24 NRS 645B.670, although she did over time reimburse all misappropriated loan proceeds.

25 3. In light of the Parties' desire to resolve this matter, Respondent shall, pursuant
26 to NRS 645B.670 and/or NRS 622.400, pay an administrative fine in the sum of Five
27 Thousand Dollars and No Cents (\$5,000.00) to the Division. In addition, the Respondent
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1 shall pay the sum of Five Hundred Fifty-Three Dollars and No Cents (\$553.00) to the Division
2 for investigation costs directly related to the investigation of this case. All payments set forth
3 in this paragraph shall be made within thirty (30) days of this Agreement being executed by
4 the Commissioner of the Division.

5 4. In light of the Parties' desire to resolve this matter, the Respondent shall further:

6 a. Immediately surrender her license and cease and desist from conducting activity
7 requiring licensure pursuant to NRS Chapter 645B and the regulations promulgated thereto
8 and agree to not seek licensing as a mortgage agent, mortgage broker or qualified employee
9 pursuant to NRS Chapter 645B and the regulations promulgated thereto, a mortgage banker
10 pursuant to NRS Chapter 645E and the regulations promulgated thereto or an escrow
11 company and escrow agent pursuant to NRS Chapter 645A and the regulations promulgated
12 thereto for a period of one (1) year of this Agreement being executed by the Commissioner of
13 the Division.
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15 5. Respondent further acknowledges and agrees that in the event that Respondent
16 violates any of the provision of the Agreement, the Division shall retain any and all remedies
17 available to it in accordance with NRS Chapter 645B.
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19 6. The Parties agree and acknowledge that this Agreement shall constitute the
20 complete and final resolution of any issues arising out of the Division's investigation into
21 Respondent's conduct as specified herein.

22 7. The Parties represent and warrant that the person executing the instant
23 Agreement on behalf of each Party has full power and authority to do so, and has the legal
24 capacity to conduct the legal obligations assigned to it hereunder.

25 8. Respondent further acknowledges and agrees that the Division shall retain the
26 original of the Agreement.
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28 9. This Agreement may be signed in counterparts and a facsimile signature shall

1 be deemed as valid as an original, however, Respondent shall immediately forward all original
2 signature pages to the Division.

3 10. The Agreement, as well as the rights and obligations of the Parties hereto shall
4 be interpreted, governed, and construed pursuant to the laws of the State of Nevada.

5 11. Any action to enforce the Agreement shall be brought in the Eighth Judicial
6 District Court of the State of Nevada in and for Clark County.

7 12. If the Division is successful in any action to enforce this Agreement, the court
8 may award it attorney's fees. It is specifically agreed that reasonable attorney's fees for the
9 State-employed attorneys shall be \$125 per hour.

10 13. Failure to declare a breach or the actual waiver of any particular breach of the
11 Agreement or its material terms, by either Party, shall not operate as a waiver by such Party
12 of any of its rights or remedies as to any other breach.

13 14. The Respondent has the right to retain an attorney to review this Agreement at
14 its sole cost and expense and has freely and voluntarily chosen not to do so.

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

17 16. If any provision contained in the Agreement is held to be unenforceable by a
18 court of law or equity, the Agreement shall be construed as if such a provision(s) did not exist
19 and the unenforceability of such provision(s) shall not be held to render any other provision(s)
20 of the Agreement unenforceable.

21 17. The Agreement constitutes the entire Agreement of the Parties, and it is
22 intended as a complete and exclusive statement of the promises, representations,
23 negotiations, and discussions of the Parties. Unless otherwise expressly authorized by its
24 terms, the Agreement shall be binding upon the Parties unless the same is in writing, signed
25 by the respective Parties hereto, and approved by the Office of the Attorney General.
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1 18. By executing this Agreement, you hereby agree that you are waiving certain
2 rights as set forth herein. As the Respondent, you are specifically informed that you have the
3 right to request that the Division file an administrative complaint against you, at any hearing
4 on such a complaint you have the right to appear and be heard in your defense, either
5 personally or through your counsel of choice. If the Division were to file a complaint, at the
6 hearing, the Division would have the burden of proving the allegations in the complaint and
7 would call witnesses and present evidence against you. You would have the right to respond
8 and to present relevant evidence and argument on all issues involved. You would have the
9 right to call and examine witnesses, introduce exhibits, and cross-examine opposing
10 witnesses on any matter relevant to the issues involved.

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

16 19. Neither this Agreement nor any statements made concerning this Agreement
17 may be discussed or introduced into evidence at the hearing of the complaint, if the Division
18 must ultimately put on a case based upon Respondent's failure to comply with the terms and
19 conditions of this Agreement.

20 20. Respondent understands and agrees that this Agreement may be used to show
21 that past violations have occurred should any future disciplinary action be taken by the
22 Division.

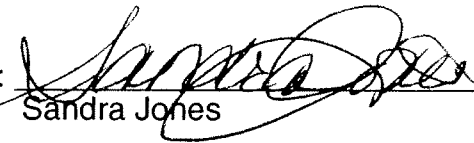
23 21. In consideration of execution of this Agreement, the Respondent for itself, its
24 owners, and their heirs, executors, administrators, successors, and assigns, hereby release,
25 remise, and forever discharge the State of Nevada, the Department of Business and Industry
26 of the State of Nevada, the Division, and each of their members, agents, attorneys (including
27 any and all employees of the Nevada Attorney General), and employees in their individual
28 and representative capacities, from any and all manner of actions, causes of action, suits,

1 debts, judgments, executions, claims, and demands whatsoever, known and unknown, in law
2 or equity, that the Respondent ever had, now has, may have, or claim to have against any or
3 all of the persons or entities named in this section, arising out of or by reason of the Division's
4 investigation, into this matter, and all other matters relating thereto.

5 22. Respondent hereby indemnifies and holds harmless the State of Nevada, the
6 Department of Business and Industry of the State of Nevada, the Division, and each of their
7 members, agents, and employees, and employees of the Nevada Attorney General in their
8 individual and representative capacities against any and all claims, suits, and actions brought
9 against said persons and/or entities by reason of the Division's investigation into this
10 disciplinary action, this Agreement, and all other matters relating thereto, and against any and
11 all expenses, damages, and costs, including court costs and attorney fees, which may be
12 sustained by the persons and/or entities named in this section as a result of said claims, suits,
13 and actions.

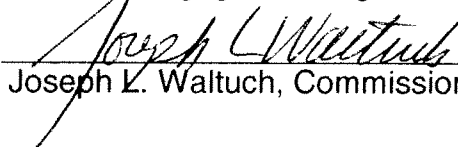
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15 IN WITNESS WHEREOF, the Parties have caused the Agreement to be signed and intend
16 to be legally bound thereby.

17 DATED this 26th day of June, 2009.

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19 By: 
Sandra Jones

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21 DATED this 29th day of June, 2009.

22 State of Nevada, Department of
23 Business and Industry,
24 Division of Mortgage Lending

25 By: 
26 Joseph L. Waltuch, Commissioner
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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 June 30, 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 SANDRA JONES, addressed as follows:

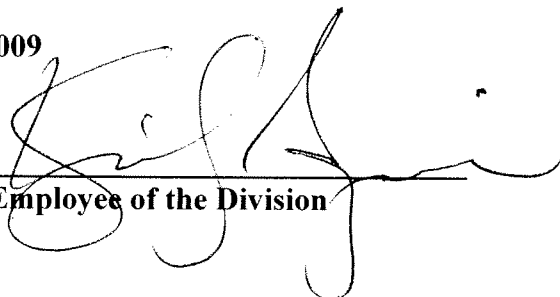
**Sandra Jones
2752 Lodestone Drive
Las Vegas, NV 89117**

Certified Receipt Number: 7006 2760 0000 0875 8974

DATED this 29th day of June, 2009

By:

Employee of the Division



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