

1 WHEREAS, presently, Respondent's status with the Division is "license application
2 pending."

3 WHEREAS, on March 9, 2009, the Division conducted a regularly scheduled
4 examination of South Wind Financial, Inc. ("South Wind") and determined that Respondent
5 had engaged in mortgage lending activity (Wurst, Scheid and Ayele/Riktu) in Nevada, without
6 having been issued either a mortgage broker or mortgage agent license by the Division
7 pursuant to Chapter 645B of NRS.

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

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

16 WHEREAS, pursuant to NRS 645B.400, "(a) person shall not act as or provide any of
17 the services of a mortgage agent or otherwise engage in, carry on or hold himself out as
18 engaging in or carrying on the activities of a mortgage agent unless the person has a license
19 as a mortgage agent issued pursuant to NRS 645B.410."

20 WHEREAS, pursuant to NRS 645B.900, "(i)t is unlawful for any person to offer or
21 provide any of the services of a mortgage broker or mortgage agent or otherwise to engage
22 in, carry on or hold himself out as engaging in or carrying on the business of a mortgage
23 broker or mortgage agent without first obtaining the applicable license issued pursuant to this
24 chapter, unless the person..." is exempt from the provisions of Chapter 645B of NRS and
25 complies with the requirements for the exemption.
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1 WHEREAS, pursuant to NRS 645B.670, for each violation committed by an applicant
2 for a license, whether or not he is issued a license, the Commissioner may impose upon the
3 applicant an administrative fine of not more than \$10,000.00 if the applicant has violated any
4 provision of Chapter 645B of NRS. See, NRS 645B.670(1) (c).

5 WHEREAS, Respondent and the Division (collectively, "the Parties") wish to resolve
6 this matter without the necessity of a formal hearing.

7 NOW, THEREFORE, in consideration of the representations, covenants and
8 conditions set forth herein, the Parties stipulate and agree as follows:
9

10 1. Respondent admits that he engaged in activities considered by the Division to
11 be activities of a mortgage agent while unlicensed, in violation of NRS 645B.400 and NRS
12 645B.900.

13 2. Respondent hereby acknowledges and agrees, with full knowledge, to waive his
14 right to a hearing in this matter.

15 3. In light of the Parties' desire to resolve this matter, Respondent agrees:

16 (a) To provide the Division a letter from Respondent's tax consultant detailing
17 what efforts Respondent has made to pay or settle his outstanding tax liens;

18 (b) To not act in any formal supervisory capacity or as a qualified employee for
19 two (2) years from the date of execution of this Agreement by the Division;

20 (c) That the mortgage broker which Respondent intends to be associated with
21 or employed by must sign this Agreement wherein he/she agrees to do a quality control
22 review of all loans that Respondent originates for one (1) year from the date of execution of
23 this Agreement by the Division; and
24

25 (d) To pay a fine in the amount of Five Thousand Dollars and No Cents
26 (\$5,000.00), plus costs and fees in the amount of Three Hundred Dollars and No Cents
27 (\$300.00) at the time Respondent executes this Agreement.
28

1 4. Respondent agrees that in the event he violates any of the provisions of this
2 Agreement, the Division shall retain any and all remedies available to it in accordance with
3 Chapter 645B of NRS, AB 523 and regulations promulgated pursuant to AB 523.

4 5. The Parties agree and acknowledge that this Agreement shall constitute the
5 complete and final resolution of any issues arising out of the Division's investigation into
6 Respondent's conduct as specified herein.

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

10 7. Respondent further acknowledges and agrees that the Division shall retain the
11 original of this Agreement.

12 8. This Agreement may be signed in counterparts and a facsimile signature shall
13 be deemed as valid as an original; however, Respondent shall immediately forward all original
14 signature pages to the Division.

15 9. This Agreement, as well as the rights and obligations of the Parties hereto, shall
16 be interpreted, governed and construed pursuant to the laws of the State of Nevada.
17

18 10. Any action to enforce this Agreement shall be brought in the Eighth Judicial
19 District Court of the State of Nevada in and for Clark County.
20

21 11. If the Division is successful in any action to enforce this Agreement, the court
22 may award it attorney's fees. It is specifically agreed that reasonable attorney's fees for the
23 State-employed attorneys shall be \$125.00 per hour.

24 12. Failure to declare a breach or the actual waiver of any particular breach of this
25 Agreement or its material terms, by either Party, shall not operate as a waiver by such Party
26 of any of its rights or remedies as to any other breach.
27

28 13. Respondent has the right to retain an attorney to review this Agreement at his

1 sole cost and expense.

2 14. Other than the fine and investigative costs set forth herein, each Party shall pay
3 its own costs and fees, including attorney's fees.

4 15. If any provision contained in this Agreement is held to be unenforceable by a
5 court of law or equity, this Agreement shall be construed as if such a provision(s) did not exist
6 and the unenforceability of such provision(s) shall not be held to render any other provision(s)
7 of this Agreement unenforceable.

8 16. This Agreement constitutes the entire Agreement of the Parties, and it is
9 intended as a complete and exclusive statement of the promises, representations,
10 negotiations and discussions of the Parties. Unless otherwise expressly authorized by its
11 terms, this Agreement shall be binding upon the Parties unless the same is, in writing, signed
12 by the respective Parties hereto and approved by the Office of the Attorney General.

13
14 17. **NOTICE TO RESPONDENT:** By executing this Agreement, you hereby agree
15 that you are waiving certain rights as set forth herein. As the Respondent, you are specifically
16 informed that you have the right to request that the Division file an administrative complaint
17 against you and at any hearing on such a complaint, you would have the right to appear and
18 be heard in your defense, either personally or through your counsel of choice. If the Division
19 were to file a complaint, at the hearing the Division would have the burden of proving the
20 allegations in the complaint and would call witnesses and present evidence against you. You
21 would have the right to respond and to present relevant evidence and argument on all issues
22 involved. You would have the right to call and examine witnesses, introduce exhibits, and
23 cross-examine opposing witnesses on any matter relevant to the issues involved.
24

25 You would have the right to request that the Commissioner of the Division issue
26 subpoenas to compel witnesses to testify and/or offer evidence on your behalf. In making this
27 request, you may be required to demonstrate the relevance of the witness's testimony and/or
28

1 evidence. Other important rights you have are listed in Chapters 645B and 233B of NRS.

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

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

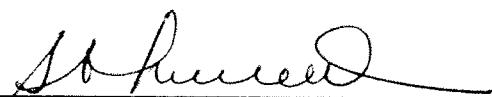
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10 21. In consideration of the execution of this Agreement, Respondent for himself, his
11 heirs, executors, administrators, successors, and assigns, hereby release, remise, and
12 forever discharge the State of Nevada, the Department of Business and Industry of the State
13 of Nevada, the Division, and each of their members, agents, attorneys (including any and all
14 employees of the Nevada Attorney General), and employees in their individual and
15 representative capacities, from any and all manner of actions, causes of action, suits, debts,
16 judgments, executions, claims, and demands whatsoever, known and unknown, in law or
17 equity, that the Respondent ever had, now has, may have, or claim to have against any or all
18 of the persons or entities named in this section, arising out of or by reason of the Division's
19 investigation into this matter, and all other matters relating thereto.

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


1 IN WITNESS WHEREOF, the Parties and South Wind have caused this Agreement to
2 be signed and intend to be legally bound thereby.

3
4 Dated this 17 day of November, 2009.

5 Broker, Southwind Financial

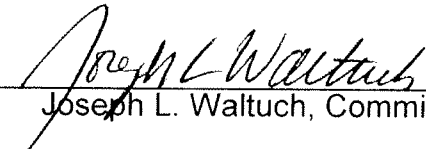
6 By: 
7 Sandra Menard

8
9 Dated this 18 day of November, 2009.

10 
11 Derek Parent, Respondent

12 Dated this 18th day of November, 2009.

13 State of Nevada
14 Department Of Business and Industry
15 Division of Mortgage Lending

16 By: 
17 Joseph L. Waltuch, Commissioner

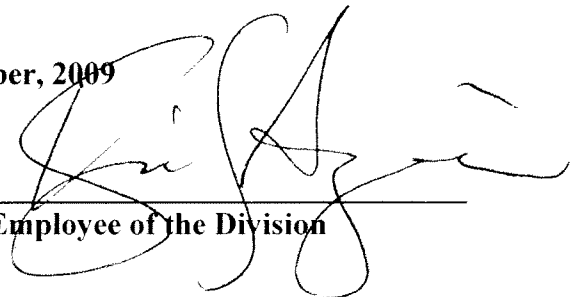
CERTIFICATE OF SERVICE

I certify that I am an employee of the State of Nevada, Department of Business and Industry, Division of Mortgage Lending, and that on November 19, 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. **FULLY EXECUTED STIPULATED SETTLEMENT AGREEMENT** for **DEREK PARENT**, addressed as follows:

**Derek Parent
c/o Peter M. Rinato Esq.
Rosenfeld Roberson Attorneys At Law
6725 Via Austi Pkwy, Ste. 200
Las Vegas, NV 89119**

Certified Receipt Number: 7008 1830 0002 7959 5031

DATED this 19th day of November, 2009

By: 
Employee of the Division