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

In re:
Nevada Loan Source, Inc.,
Respondent.

SETTLEMENT AGREEMENT

The licensing and regulation of mortgage brokers and mortgage agents in the State of Nevada is governed by Chapter 645B of the Nevada Revised Statutes (NRS) and by Chapter 645B of the Nevada Administrative Code (NAC). The State of Nevada, Department of Business and Industry, Division of Mortgage Lending (the "Division") has the general duty to exercise supervision and control over mortgage brokers and mortgage agents, as well as mortgage broker and mortgage agent activity. See, NRS 645B.060(1), NRS 645B.670 and NRS 645B.690. Pursuant to that authority and NRS 645B.610(6), the Division hereby enters into the following Settlement Agreement ("Agreement") with Respondent, Nevada Loan Source, Inc. ("Respondent"), as follows:

RECITALS

WHEREAS, on approximately October 26, 1989, Respondent was issued a mortgage broker license (No. 31) by the Financial Institutions Division, Department of Business and Industry, State of Nevada, pursuant to Chapter 645B of NRS.

WHEREAS, Respondent, was a corporation organized and existing under the laws of the State of Nevada since approximately October 30, 1989. Currently, Respondent's status with the Nevada Secretary of State is "default."

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

1 WHEREAS, Respondent conducted mortgage lending activity in the State of Nevada
2 as a licensed mortgage broker from approximately October 26, 1989, to approximately July 1,
3 2009, when it failed to renew and closed. See, NRS 645B.050(1).

4 WHEREAS, Respondent's status with the Division is "closed."

5 WHEREAS, on approximately June 19, 2006, Colleen Marie Fitzgerald ("Fitzgerald")
6 was issued a mortgage agent license (No. 38756) by the Division pursuant to Chapter 645B of
7 NRS.

8 WHEREAS, Fitzgerald was affiliated with, or employed by, Respondent as a mortgage
9 agent and conducted mortgage lending activity in the State of Nevada on its behalf from
10 approximately December 5, 2006, until approximately June 20, 2009, when her mortgage
11 agent license was cancelled for failure to renew. See, NRS 645B.430(1).
allowed to expire

12 WHEREAS, Fitzgerald's status with the Division is "license cancelled."

13 WHEREAS, after receiving a Complaint regarding Respondent, the Division conducted
14 an investigation of the allegations in question. The relevant findings of the Division's
15 investigation were that

16 Fitzgerald failed to deposit advance fees into escrow in violation of
17 NRS 645B.165(1), (3).

18 WHEREAS, Pursuant to NRS 645B.165, advance payments to cover reasonably
19 estimated costs paid to third persons are not required to be placed in escrow pending
20 completion of a loan or a commitment for a loan "...if the person making (the advance
21 payments) first signs a written agreement which specifies the estimated costs by item and the
22 estimated aggregate cost, and which recites that money advanced for costs will not be
23 refunded...." See, NRS 645B.165(1), (3).

24 WHEREAS, pursuant to NRS 645B.670 as it existed at the time of Respondent's
25 conduct herein, "(f)or each violation committed by a mortgage broker, the Commissioner may
26 impose upon the mortgage broker an administrative fine of not more than \$10,000, may
27 suspend, revoke or place conditions upon his license, or may do both, if the mortgage broker,
28 whether or not acting as such...(d)oes not conduct his business in accordance with law or has

1 violated any provision of this chapter, a regulation adopted pursuant to this chapter or an
2 order of the Commissioner; ... (h) as failed to exercise reasonable supervision over the
3 activities of a mortgage agent as required by
4 NRS 645B.460..." See, NRS 645B.670(2)(c), (q).

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 conditions
8 set forth herein, the Parties stipulate and agree as follows:

9 1. Respondent admits that it failed to exercise reasonable supervision over the
10 activities of its mortgage agent, Fitzgerald, by allowing Fitzgerald to accept advance fees
11 without having obtained a written advance fee agreement, in violation of NRS 645B.460(1),
12 NRS 645B.670(2)(q) and NRS 645B.165(1), (3).

13 2. Respondent hereby acknowledges and agrees, with full knowledge, to waive its
14 right to a hearing in this matter, pursuant to paragraph 17 below.

15 3. In light of the Parties' desire to resolve this matter, Respondent agrees:
16 (a) To immediately surrender its mortgage broker license, despite the fact it may
17 be expired; *License is no longer valid - expired*
6/30/2009

18 (b) To not apply for a license with the Division for three (3) years from the date
19 of execution of this agreement; and

20 (c) To pay investigation costs of three hundred dollars and no cents (\$300.00)
21 to the Division.

22 4. Respondent agrees that in the event it violates any of the provisions of this
23 Agreement, the Division shall retain any and all remedies available to it in accordance with
24 Chapter 645B of NRS.

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

28 6. The Parties represent and warrant that the person executing this Agreement on

1 behalf of each Party has full power and authority to do so, and has the legal capacity to
2 conduct the legal obligations assigned to it hereunder.

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

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

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

10 10. Any action to enforce this Agreement shall be brought in the First Judicial District
11 Court of the State of Nevada in and for Carson County.

12 11. If the Division is successful in any action to enforce this Agreement, the court
13 may award it attorney's fees. It is specifically agreed that reasonable attorney's fees for the
14 State employed attorneys shall be \$142.55 per hour.

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

18 13. Respondent has the right to retain an attorney to review this Agreement at her
19 sole cost and expense.

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

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

26 16. This Agreement constitutes the entire Agreement of the Parties, and it is
27 intended as a complete and exclusive statement of the promises, representations,
28 negotiations and discussions of the Parties. Unless otherwise expressly authorized by its

1 terms, this Agreement shall be binding upon the Parties unless the same is, in writing, signed
2 by the respective Parties hereto and approved by the Office of the Attorney General.

3 17. **NOTICE TO RESPONDENT:** By executing this Agreement, you hereby agree
4 that you are waiving certain rights as set forth herein. As the Respondent, you are specifically
5 informed that you have the right to request that the Division file an administrative complaint
6 against you and at any hearing on such a complaint, you would have the right to appear and
7 be heard in your defense, either personally or through your counsel of choice. If the Division
8 were to file a complaint, at the hearing the Division would have the burden of proving the
9 allegations in the complaint and would call witnesses and present evidence against you. You
10 would have the right to respond and to present relevant evidence and argument on all issues
11 involved. You would have the right to call and examine witnesses, introduce exhibits, and
12 cross-examine opposing witnesses on any matter relevant to the issues involved.

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

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

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

24 20. In consideration of the execution of this Agreement, Respondent for itself, its
25 heirs, executors, administrators, successors, and assigns, hereby releases, remises, and
26 forever discharges the State of Nevada, the Department of Business and Industry of the State
27 of Nevada, the Division, and each of their members, agents, attorneys (including any and all
28 employees of the Nevada Attorney General), and employees in their individual and

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

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

15 IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and
16 intend to be legally bound thereby. The Parties further agree this Agreement constitutes a
17 final order of the Commissioner of the Division.

18
19 Dated this 30 day of April, 2010.

20 Respondent

21 
22 Nevada Loan Source, Inc.
23 Title: President

24 Dated this 5th day of ^{MAY} April, 2010.

25 State of Nevada
26 Department Of Business and Industry
27 Division of Mortgage Lending

28 By: 

Joseph L. Waltuch, Commissioner