

1 STATE OF NEVADA  
2 DEPARTMENT OF BUSINESS AND INDUSTRY  
3 DIVISION OF MORTGAGE LENDING

4 \* \* \*

5 In re:  
6 MTH Mortgage, LLC,  
7 Respondent.  
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10 STIPULATED SETTLEMENT AGREEMENT

11 The licensing and regulation of mortgage brokers, mortgage bankers and escrow  
12 agencies in the State of Nevada is governed by Chapter 645B, Chapter 645E and Chapter  
13 645A of the Nevada Revised Statutes (hereinafter "NRS"), respectively, and the regulations  
14 promulgated thereunder. The State of Nevada, Department of Business and Industry, Division  
15 of Mortgage Lending (hereinafter the "Division") has the general duty to exercise supervision  
16 and control over mortgage brokers, mortgage bankers and escrow agencies pursuant to these  
17 chapters. Pursuant to that authority, the Division hereby enters into the following Stipulated  
18 Settlement Agreement (hereinafter "Agreement") with MTH Mortgage, LLC (hereinafter  
19 "Respondent"), as follows:  
20

21 RECITALS

22 WHEREAS, based upon information and belief, Respondent, is an Arizona limited liability  
23 company. Currently, the Respondent's status with the Nevada Secretary of State is "active."  
24

25 WHEREAS, on approximately December 31, 2003, Respondent was issued a  
26 mortgage broker license (License No. 119) by the Division pursuant to Chapter 645B of NRS.

27 WHEREAS, at all relevant times herein mentioned, Respondent operated within the  
28 State of Nevada as a licensed mortgage broker. The Division currently classifies

1 Respondent's license as "active license." All factual allegations herein occurred while  
2 Respondent held an active mortgage broker license.

3 WHEREAS, on approximately April 12, 2005, Virginia Plandor (hereinafter "VP") was  
4 issued a mortgage agent license (License No. 29936) by the Division pursuant to Chapter  
5 645B of NRS.

6 WHEREAS, on April 13, 2009 the Division classified VP's license as "license cancelled"  
7 as a result of VP failing to renew the license on or before April 12, 2009. The license status  
8 remained as "license cancelled" until June 1, 2009 upon renewal of VP's license by the  
9 Division.  
10

11 WHEREAS, pursuant to NRS 645B.0125, a "mortgage agent" is defined, in part, as "...a  
12 natural person who... is an employee or independent contractor of a mortgage broker who is  
13 required to be licensed pursuant to this chapter..." and "...is authorized by the mortgage broker  
14 to engage in, on behalf of the mortgage broker, any activity that would require the person, if he  
15 were not an employee or independent contractor of the mortgage broker, to be licensed as a  
16 mortgage broker pursuant to this chapter..." See, NRS 645B.0125 (1)(a)(b).

17 WHEREAS, pursuant to NRS 645B.400 "[a] person shall not act as or provide any of  
18 the services of a mortgage agent or otherwise engage in, or carry on or hold himself or herself  
19 out as engaging in or carrying on the activities of a mortgage agent unless the person has a  
20 license as a mortgage agent issued pursuant this chapter..." See NRS 645B.400.

21  
22 WHEREAS, pursuant to NRS 645B.060, subject to the administrative control of the  
23 director of the Department of Business and Industry, the Commissioner shall, with limited  
24 exception, "conduct an annual examination of each mortgage broker doing business in this  
25 State...." See, NRS 645B.060(2)(d).  
26

27 WHEREAS, on October 8, 2009, the Division commenced a regularly scheduled  
28 examination of Respondent and determined, among other things that VP originated multiple

1 loans during the timeframe from April 13, 2009 through May 31, 2009, engaging in mortgage  
2 agent activity in Nevada on behalf of Respondent without being licensed.

3 WHEREAS, pursuant to NRS 645B.670, as it existed at the time of the above-  
4 referenced violation, "[f]or each violation committed by a mortgage broker, the Commissioner  
5 may impose upon the mortgage broker an administrative fine of not more than \$10,000, may  
6 suspend, revoke or place conditions upon his license, or may do both, if the mortgage  
7 broker...[i]s grossly negligent or incompetent in performing any act for which he is required to  
8 be licensed pursuant to the provisions of this chapter...[d]oes not conduct his business in  
9 accordance with law or has violated any provision of this chapter, a regulation adopted  
10 pursuant to this chapter or an order of the Commissioner...." See, NRS 645B.670(2)(b), (c).  
11

12 WHEREAS, after settlement negotiations, the Division and Respondent (collectively,  
13 the "Parties") wish to resolve this matter without the necessity of the filing of a complaint for a  
14 formal hearing.

15 NOW, THEREFORE, in consideration of the representations, covenants and conditions  
16 set forth herein, IT IS HEREBY STIPULATED AND AGREED by the Parties that the purported  
17 violations of NRS shall be settled on the following terms and conditions:  
18

19 1. Respondent admits mortgage agent VP conducted mortgage lending activity on  
20 behalf of Respondent when she was not licensed, in violation of NRS 645B.400.

21 2. Respondent acknowledges and agrees, with full knowledge, to waive its right to  
22 have the Division file a complaint if one has not been filed by the date that Respondent  
23 executes this Agreement, or if a complaint has been filed, to go to a hearing in this matter.

24 3. Respondent shall, pursuant to NRS 645B.670 and/or NRS 622.400, pay an  
25 administrative fine to the Division in the amount of Two Thousand Five Hundred Dollars and  
26 No Cents (\$2,500.00) and the Division's investigative costs in the amount of Three Hundred  
27 Sixty Dollars and No/Cents (\$360.00). Respondent shall make payment, in full, to the Division  
28

of the administrative fine and investigative costs upon its execution of this agreement.

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

5 6. The parties agree and acknowledge that this Agreement shall constitute the  
6 complete and final resolution of any issues arising out of the Division's October 2009  
7 examination of Respondent.

8 7. The parties represent and warrant that the persons executing this Agreement on  
9 behalf of each party has full power and authority to do so, and has the legal capacity to  
10 conduct the legal obligations assigned to it hereunder.  
11

12 8. Respondent further acknowledges and agrees that the Division shall keep the  
13 original of this Agreement.

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

17 10. This Agreement, as well as the rights and obligations of the parties hereto, shall be  
18 interpreted, governed, and construed pursuant to the laws of the State of Nevada.  
19

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

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

25 13. Failure to declare a breach or the actual waiver of any particular breach of this  
26 Agreement or its material terms, by either party, shall not operate as a waiver by such party of  
27 any of its rights or remedies as to any other breach.  
28

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

3           15. Other than the fine and investigatory costs set forth herein, each side shall pay its  
4 own costs and fees, including attorney's fees.

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

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

14           18. **NOTICE TO RESPONDENT:** By executing this Agreement, you hereby agree that  
15 you are waiving certain rights as set forth herein. As 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.  
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25  
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27           You would have the right to request that the Commissioner of the Division issue  
28 subpoenas to compel witnesses to testify and/or offer evidence on your behalf. In making this

1 request, you may be required to demonstrate the relevance of the witness's testimony and/or  
2 evidence. Other important rights you have are listed in NRS Chapter 645B and NRS  
3 Chapter 233B.

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

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

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

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

3 Dated this 3<sup>rd</sup> day of ~~May~~<sup>June</sup>, 2010.

4 MTH Mortgage, LLC

5 By: 

6 Title: President

7  
8 Dated this 7<sup>th</sup> day of ~~May~~<sup>June</sup>, 2010.

9  
10 State of Nevada  
11 Department of Business and Industry  
12 Division of Mortgage Lending

13 By: 

14 Joseph L. Waltuch, Commissioner