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

In re:

RICKY ALLEN HORNER,

Respondent.

STIPULATED 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 Chapter 645Bof the Nevada Administrative Code ("NAC"), respectively, and the regulations promulgated thereunder. 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, the Division hereby enters into the following Stipulated Settlement Agreement ("Agreement") with Ricky Allen Horner ("Respondent") as follows:

RECITALS

WHEREAS, on July 21, 2005, Kemper was issued a mortgage broker license (License No. 1931) by the Division pursuant to Chapter 645B of NRS.

WHEREAS, on November 10, 2005, Respondent was issued a mortgage agent license (License No. 34228) by the Division pursuant to Chapter 645B of NRS.

WHEREAS, Respondent was affiliated with, or employed by, Kemper as a licensed mortgage agent from November 10, 2005 to October 13, 2006, when Respondent's affiliation with, or employment by, Kemper terminated.

WHEREAS, on November 10, 2007, Respondent's mortgage agent license expired for failure to renew. *See* NRS 645.430(1). The Division currently classifies Respondent's license as "closed."

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

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

WHEREAS, on July 23, 2007 the Division received a complaint from RA and conducted an investigation ("Investigation") of same pursuant to NRS 645B.060 and NRS 645B.610, which revealed, among other things, that Respondent interviewed RA in connection with a refinance loan and prepared and provided to RA a 1003 Uniform Residential Loan application, and subsequently opened two joint sub-accounts with RA under Respondent's primary Member Share Account at Silver State Schools Credit Union ("SSSCU").

WHEREAS, of the approximately $37,017.64 in cash-out loan proceeds wired to SSCU on behalf of RA, only approximately $9,185.00 was used to make payments on RA's loan.

WHEREAS, in his written response to the Division, Respondent admitted to setting up the joint accounts under his primary SSCU account and admitted to "borrowing" monies from the accounts.

WHEREAS, pursuant to NRS 645B.670, "[f]or each violation committed by a mortgage agent, the Commissioner...may suspend, revoke or place conditions upon his license...if the mortgage agent, whether or not acting as such...[h]as commingled the money...of a client

with his own or has converted the money...to his own use...; [h]as engaged in any other conduct constituting a deceitful, fraudulent or dishonest business practice...; or...[h]as violated any provision of this chapter, a regulation adopted pursuant to this chapter or an order of the Commissioner..." See NRS 645B.670 (3)(g), (h), and (j).

WHEREAS, Respondent was subsequently charged criminally for the same underlying acts and, on April 29, 2010, a judgment of conviction was entered, following the entry of Respondent's guilty plea and subsequent sentencing, for the felony crime of theft in Case Number 09-C-259089-C, Eighth Judicial District Court of the State of Nevada in and for Clark County.

WHEREAS, pursuant to 645B.670, "[f]or each violation committed by a mortgage agent, the Commissioner...may suspend, revoke or place conditions upon his license...if the mortgage agent, whether or not acting as such...[h]as been convicted of, or entered a plea of guilty or nolo contendere to, a felony in a domestic, foreign or military court within the 7 years immediately preceding the date of the application, or at any time if such felony involved an act of fraud, dishonesty or a breach of trust, or money laundering." See NRS 645B.670(3)(e).

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

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

1. Respondent admits that on April 29, 2010, a judgment of conviction in Case Number 09_C-259089-C was entered for the felony crime of theft.

2. Respondent agrees that, pursuant to NRS 645B.670 and NRS 645B.900, the Division shall revoke Respondent's mortgage agent license (License No. 34228).

3. Respondent agrees that in the event he violates any of the provisions of this

Agreement, the Division shall retain any and all remedies available to it in accordance with NRS Chapter 645B.

4. The Parties agree and acknowledge that this agreement shall constitute the complete and final resolution of any issues arising out of the Division's investigation of the above-referenced matters.

5. The Parties represent and warrant that the persons executing this Agreement on behalf of each party has full power and authority to do so, and has the legal capacity to conduct the legal obligations assigned to it hereunder.

6. Respondent further acknowledges and agrees that the Division shall keep the original of this Agreement.

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

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

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

10. If the Division is successful in any action to enforce this Agreement, the court may award it attorneys' fees. The Parties specifically agree that reasonable attorneys' fees for the State-employed attorneys shall be $142.55 per hour.

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

12. Respondent has the right to retain an attorney to review this Agreement at his sole cost and expense and has freely and voluntarily chosen not to do so.

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

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

15. **NOTICE TO RESPONDENT**: By executing this Agreement, you hereby agree that you are waiving certain rights as set forth herein. As Respondent, you are specifically informed that you have the right to request that the Division file an administrative complaint against you, if one has not already been filed, and at any hearing on such a complaint, you would have the right to appear and be heard in your defense, either personally or through your counsel of choice. If the Division were to file a complaint, at that hearing, the Division would have the burden of proving the allegations in the complaint and would call witnesses and present witnesses against you. You would have the right to respond and to present relevant evidence and argument on all issues involved. You would have the right to call and examine witnesses, introduce evidence, and cross-examine opposing witnesses on any matter relevant to the issues involved.

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

Respondent waives his right to a hearing in this matter.

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

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

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

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed and intend to be legally bound thereby. This Agreement shall be deemed to be an order of the Commissioner.

Dated this 16th day of July, 2010.

BY: _____
RICKY ALLEN HORNER

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

BY: _____
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 , July 16, 2010, 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 RICKY ALLEN HORNER, addressed as follows:

Ricky Allen Horner
2347 Potters Court
Henderson, NV 89074

Certified Receipt Number: 7006 2760 0000 0866 6569

DATED this 16th day of July, 2010

By: Susan Slack
Employee of the Division