

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

4 In re:

5 DONALD GOLD,

6 Respondent.  
7

8 **STIPULATED SETTLEMENT AGREEMENT**

9  
10 The licensing and regulation of mortgage brokers and mortgage agents in the State of  
11 Nevada is governed by Chapter 645B of the Nevada Revised Statutes ("NRS") and Chapter  
12 645B of the Nevada Administrative Code ("NAC"), respectively, and the regulations  
13 promulgated thereunder. The State of Nevada, Department of Business and Industry,  
14 Division of Mortgage Lending ("Division") has the general duty to exercise supervision and  
15 control over mortgage brokers and mortgage agents, as well as mortgage broker and  
16 mortgage agent activity. See, NRS 645B.060(1), NRS 645B.670 and NRS 645B.690.  
17 Pursuant to that authority, the Division hereby enters into the following Stipulated Settlement  
18 Agreement ("Agreement") with Donald Gold ("Respondent") as follows:  
19

20 **RECITALS**

21 WHEREAS, Direct Property Group, LLC ("Direct Property") was a limited liability  
22 company organized and existing under the laws of the State of Nevada since on or about  
23 March 5, 2009. Presently, Direct Property's status with the Nevada Secretary of State is  
24 "dissolved."

25 WHEREAS, at all relevant times herein mentioned, Direct Property held itself out as  
26 engaging in or carrying on the business of a mortgage broker pursuant to Chapter 645B of  
27 NRS and conducted mortgage broker activity in the State of Nevada.  
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1           WHEREAS, at all relevant times herein mentioned, Respondent was the president and  
2 manager of Direct Property.

3           WHEREAS, Direct Property has never been issued a mortgage broker license by the  
4 Division pursuant to Chapter 645B of NRS.

5           WHEREAS, at all relevant times herein mentioned, Respondent held himself out as  
6 engaging in or carrying on the business of a mortgage broker and/or mortgage agent pursuant  
7 to Chapter 645B of NRS employed by, or associated with, Direct Property and conducted  
8 mortgage broker activity in the State of Nevada.

9           WHEREAS, Respondent has never been issued a mortgage agent or mortgage broker  
10 license by the Division pursuant to Chapter 645B of NRS.

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

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

19           WHEREAS, on approximately June 21, 2009 and June 29, 2009 the Division received  
20 written complaints from DJF and GW, respectively, and conducted an investigation  
21 ("Investigation") of same pursuant to NRS 645B.060 and NRS 645B.610, which revealed,  
22 among other things, that under the direction and leadership of Respondent, Direct Property  
23 issued loan prequalification letters to borrowers PCS and MDS, VC, and GL; compiled  
24 information for, prepared, and executed 1003 Uniform Residential Loan applications for VC  
25 and JLG, GL, and AA, respectively; and also compiled information for, prepared, and  
26  
27  
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1 executed two 1003 Uniform Residential Loan applications for LLC and JLC.

2 WHEREAS, Direct Property broadcast approximately 178 television advertisements on  
3 KTNV Channel 13 in Las Vegas from March 2009 through May 2009 wherein Direct Property  
4 represented that "We can help AND WE OFFER 100% FINANCING."

5 WHEREAS, Respondent admitted that he requested and approved the above-  
6 described advertising with KTNV Channel 13.

7 WHEREAS, Respondent admitted that he and/or Direct Property held themselves out  
8 as engaging in or carrying on the business of a mortgage broker and/or mortgage agent  
9 pursuant to Chapter 645B of NRS and conducted mortgage broker and/or mortgage agent  
10 activity in the State of Nevada.  
11

12 WHEREAS, pursuant to NRS 645B.0127, a "mortgage broker" is defined as "a person  
13 who, directly or indirectly: (a) Holds himself or herself out for hire to serve as an agent for any  
14 person in an attempt to obtain a loan which will be secured by a lien on real property; (b)  
15 Holds himself or herself out for hire to serve as an agent for any person who has money to  
16 lend, if the loan is or will be secured by a lien on real property; (c) Holds himself or herself out  
17 as being able to make loans secured by liens on real property; (d) Holds himself or herself out  
18 as being able to buy or sell notes secured by liens on real property; or (e) Offers for sale in  
19 this State any security which is exempt from registration under state or federal law and  
20 purports to make investments in promissory notes secured by liens on real property." See  
21 NRS 645B.0127(1).  
22

23 WHEREAS, pursuant to NRS 645B.0125, a "mortgage agent" is defined as "[a] natural  
24 person who: (1) Is an employee of a mortgage broker or mortgage banker who is required to  
25 be licensed pursuant to this chapter or chapter 645E of NRS; and (2) Is authorized by the  
26 mortgage broker or mortgage banker to engage in, on behalf of the mortgage broker or  
27 mortgage banker, any activity that would require the person, if the person were not an  
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1 employee of the mortgage broker or mortgage banker, to be licensed as a mortgage broker or  
2 mortgage banker pursuant to this chapter or chapter 645E of NRS..." See NRS  
3 645B.0125(1).

4 WHEREAS, pursuant to NRS 645B.900, "[i]t is unlawful for any person to offer or  
5 provide any of the services of a mortgage broker or mortgage agent or otherwise to engage in,  
6 carry on or hold himself or herself out as engaging in or carrying on the business of a  
7 mortgage broker or mortgage agent without first obtaining the applicable license issued  
8 pursuant to this chapter, unless the person: 1. Is exempt from the provisions of this chapter;  
9 and 2. Complies with the requirements for that exemption."

10  
11 WHEREAS, pursuant to NRS 645B.690, as it existed at the time of the violations in  
12 question, "[i]f a person offers or provides any of the services of a mortgage broker or  
13 mortgage agent or otherwise engages in, carries on or holds himself out as engaging in or  
14 carrying on the business of a mortgage broker or mortgage agent and, at the time...[t]he  
15 person was required to have a license pursuant to this chapter and the person did not have  
16 such a license...The Commissioner shall impose upon the person an administrative fine of not  
17 more than \$10,000 for each violation and if the person has a license, the Commissioner shall  
18 revoke it..." See NRS 645B.690(1)(a).

19  
20 WHEREAS, after settlement negotiations, the Division and Respondent (collectively the  
21 "Parties") wish to resolve this matter without the necessity of a formal hearing.

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

- 25 1. Respondent admits that he engaged in unlicensed mortgage broker and/or  
26 mortgage agent activity, or otherwise engaged in, carried on or held himself out as engaging  
27 in or carrying on the business of a mortgage broker and/or mortgage agent in violation of  
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1 NRS645B.900.

2 2. Respondent shall, pursuant to NRS 645B.670 and/or NRS 622.400, pay to the  
3 Division an administrative penalty in the amount of Twelve Thousand Eight Hundred Seventy  
4 Five Dollars and No Cents (\$12,875.00). Respondent shall also pay to the Division the sum of  
5 \$1,800.00 for its costs of investigation and \$2,825.00 for attorney fees incurred herein.  
6 Respondent shall make such payments, in full, to the Division upon its execution of this  
7 Agreement.

8 3. Respondent agrees that in the event he violates any of the provisions of this  
9 Agreement, the Division shall retain any and all remedies available to it in accordance with  
10 NRS Chapter 645B.  
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12 4. The Parties agree and acknowledge that this agreement shall constitute the  
13 complete and final resolution of any issues arising out of the Division's investigation of the  
14 above-referenced matters.

15 5. The Parties represent and warrant that the persons executing this Agreement on  
16 behalf of each party has full power and authority to do so, and has the legal capacity to  
17 conduct the legal obligations assigned to it hereunder.  
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19 6. Respondent further acknowledges and agrees that the Division shall keep the  
20 original of this Agreement.

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

24 8. This Agreement, as well as the rights and obligations of the parties hereto, shall  
25 be interpreted, governed and construed pursuant to the laws of the State of Nevada.  
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27 9. Any action to enforce this Agreement shall be brought in the Eighth Judicial  
28 District Court of the State of Nevada in and for Clark County.

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

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

7           12. Respondent acknowledges that he has retained an attorney to represent him in  
8 this matter at his sole cost and expense.

9           13. If any provision contained in this Agreement is held to be unenforceable by a  
10 court of law or equity, this Agreement shall be construed as if such a provision(s) did not exist  
11 and the unenforceability of such provision(s) shall not be held to render any other provision(s)  
12 of this Agreement unenforceable.  
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14           14. This Agreement constitutes the entire agreement of the Parties, and it is  
15 intended as a complete and exclusive statement of the promises, representations,  
16 negotiations, and discussions of the Parties. Unless otherwise expressly authorized by its  
17 terms, this Agreement shall be binding upon the parties unless the same is in writing, signed  
18 by the respective parties hereto, and approved by the Office of the Attorney General of the  
19 State of Nevada.  
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21           15. **NOTICE TO RESPONDENT:** By executing this Agreement, you hereby agree  
22 that you are waiving certain rights as set forth herein. As Respondent, you are specifically  
23 informed that you have the right to request that the Division file an administrative complaint  
24 against you, if one has not already been filed, and at any hearing on such a complaint, you  
25 would have the right to appear and be heard in your defense, either personally or through your  
26 counsel of choice. If the Division were to file a complaint, at that hearing, the Division would  
27 have the burden of proving the allegations in the complaint and would call witnesses and  
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1 present witnesses against you. You would have the right to respond and to present relevant  
2 evidence and argument on all issues involved. You would have the right to call and examine  
3 witnesses, introduce evidence, and cross-examine opposing witnesses on any matter relevant  
4 to the issues involved.

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

9           Respondent waives his right to a hearing in this matter.

10           16. Respondent understands and agrees that this Agreement may be used to show  
11 that past violations have occurred should any future disciplinary action be taken by the  
12 Division.  
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14           17. In consideration of the execution of this Agreement, Respondent, for himself, his  
15 heirs, executors, administrators, successors, and assigns, hereby releases, remises, and  
16 forever discharges the State of Nevada, the Department of Business and Industry of the State  
17 of Nevada, the Division, and each of their members, agents, or attorneys (including any and  
18 all employees of the Office of the Attorney General of the State of Nevada), and employees in  
19 their individual and representative capacities, from any and all manner of actions, causes of  
20 action, suits, debts, judgments, executions, claims, and demands whatsoever, known and  
21 unknown, in law or equity, that Respondent ever had, now has, may have, or claim to have  
22 against any and all of the persons or entities named in this section, arising out of or by reason  
23 of the Division's investigation of Respondent, and all other matters relating thereto.  
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25           18. Respondent indemnifies and holds harmless the State of Nevada, the  
26 Department of Business and Industry of the State of Nevada, the Division, and each of their  
27 members, agents, or employees, and employees of the Office of the Attorney General of the  
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1 State of Nevada, in their individual and representative capacities against any and all claims,  
2 suits, and actions brought against said persons and/or entities by reason of the Division's  
3 investigation of Respondent, this Agreement, and all other matters relating thereto, and  
4 against any and all expenses, damages, and costs, including court costs and attorneys' fees,  
5 which may be sustained by the persons and/or entities named in this section as a result of  
6 said claims, suits, and actions.

7 IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed  
8 and intend to be legally bound thereby. This Agreement shall be deemed to be an order of  
9 the Commissioner.  
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11 Dated this 26 day of July, 2010.  
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14  
15 By: 

Donald Gold 

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17 State of Nevada  
18 Department of Business and Industry  
19 Division of Mortgage Lending

20 By: 

Joseph L. Waltuch, Commissioner  
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