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

In re:

U. S. Home Bailout, LLC,  
Respondent.

**STIPULATED SETTLEMENT AGREEMENT**

The licensing and regulation of independent and associated licensee covered service providers, foreclosure consultants and loan modification consultants in the State of Nevada is governed by Chapter 645F of the Nevada Revised Statutes ("NRS") and permanent regulation R052-09 (the "permanent regulation"). The State of Nevada, Department of Business and Industry, Division of Mortgage Lending ("Division") has the general duty to establish and enforce licensing requirements for persons licensed pursuant to Chapter 645F. See, NRS Chapter 645F and the permanent regulation. Pursuant to that authority, the Division hereby enters into the following Stipulated Settlement Agreement (hereinafter "Agreement") with U. S. Home Bailout, LLC (hereinafter "Respondent"), as follows:

**RECITALS**

WHEREAS, NRS Chapter 645F requires a person who desires to be licensed either as an independent or associated licensee covered service provider, foreclosure consultant or loan modification consultant to obtain a license prior to providing any of the services of a covered service provider, foreclosure consultant or loan modification consultant.

WHEREAS, Respondent submitted an application and bond to the Division on or about August 5, 2009 to obtain a license pursuant to NRS Chapter 645F and the permanent regulation. Pursuant to Section 127(1) of the permanent regulation, Respondent's license

1 became effective upon his submission of his completed application and bond.

2 WHEREAS, Based upon information and belief, Respondent, is a Nevada limited  
3 liability corporation with an office located at 1050 E. Tropicana Avenue, Suite 100, Las Vegas,  
4 Nevada 89119. Ernest E. Vigil ("Vigil") is shown on the Nevada Secretary of State's website  
5 as the Director, President, Secretary and Treasurer of Respondent. Additionally, Vigil is  
6 shown as 100% owner of Respondent on the application for licensure submitted to the  
7 Division.

8 WHEREAS, The Division has a specific duty under NRS Chapter 645F and the  
9 permanent regulation to determine if an applicant qualifies under the provisions of NRS  
10 Chapter 645F to hold a license, and performs various investigations to ensure an applicant's  
11 qualifications.  
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13 WHEREAS, After routine investigation of the application submitted by Respondent and  
14 review of Respondent's business practices, the Division concluded that Respondent failed to  
15 meet the requirements prescribed in Section 19 (5)(c) of the permanent regulation.

16 WHEREAS, On June 23, 2010 the Division ordered that Respondent's application for  
17 licensure as an independent or associated licensee covered service provider, foreclosure  
18 consultant or loan modification consultant be denied.  
19

20 WHEREAS, The Respondent wishes to now withdraw his application for licensure on  
21 certain conditions.

22 WHEREAS, after settlement negotiations, the Division and Respondent (collectively,  
23 the "Parties") wish to resolve this matter without the necessity of the filing of a complaint for a  
24 formal hearing on the license denial.

25 NOW, THEREFORE, in consideration of the representations, covenants and conditions  
26 set forth herein, IT IS HEREBY STIPULATED AND AGREED by the Parties as follows:  
27

28 1. Upon execution of this Agreement by Respondent, Respondent withdraws his

1 application for licensure as an independent or associated licensee covered service provider,  
2 foreclosure consultant or loan modification consultant. Additionally, Respondent waives his  
3 right to a hearing on the license denial.

4 2. The Division will enter an appropriate order rescinding the denial of Respondent's  
5 application for licensure as an independent or associated licensee covered service provider,  
6 foreclosure consultant or loan modification consultant.

7 3. Respondent acknowledges and agrees that:

8 a. As a condition of filing his application for licensure and for conducting  
9 licensable activities within the State of Nevada, Respondent was, pursuant to Section 80 of  
10 the permanent regulation, required to post a bond with the State of Nevada in the amount of  
11 \$75,000.00. The Division acknowledges that Respondent posted such bond.  
12

13 b. Pursuant to Section 127(1) of the permanent regulation, Respondent's license  
14 as a covered service provider became effective upon the filing of its completed application  
15 package and bond with the Division. The Division subsequently acknowledged in writing that  
16 Respondent's license was effective.

17 c. Section 127(2) of the permanent regulation provides that, "[t]he license issued  
18 pursuant to subsection 1 must be invalidated by the Commissioner if, upon investigation, the  
19 Commissioner determines that the applicant does not meet the requirements of chapter 645F  
20 of NRS, sections 2 to 126, inclusive, of this regulation, or any other regulation adopted  
21 pursuant to chapter 645F of NRS. The Commissioner will notify the applicant, in writing, if a  
22 license is invalidated pursuant to this section. *Such invalidation shall be construed as a*  
23 *license denial.*" (Emphasis added.)  
24

25 4. The parties agree that the withdrawal of Respondent's application for licensure  
26 does not negate the fact that Respondent was licensed pursuant to Section 127 of the  
27 permanent regulation and that Respondent conducted licensable activities for approximately  
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10 (ten) months prior to its license being denied.

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2 5. The parties further agree that the bond posted by Respondent shall remain in full  
3 force and effect for the period prescribed in Section 83 of the permanent regulation, and that  
4 claims may be made upon the bond during the prescribed period. Respondent is hereby  
5 estopped from advocating, arguing or claiming, either for itself or on behalf of another party,  
6 that the bond has been cancelled or otherwise negated due to the license withdrawal agreed  
7 to herein.

8 6. Respondent agrees that in the event it 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 645E.  
11

12 7. 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 June 23, 2010 denial of  
14 Respondent's application for a license.

15 8. 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.  
18

19 9. Respondent further acknowledges and agrees that the Division shall keep the  
20 original of this Agreement.

21 10. 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 11. 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.  
26

27 12. 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 13. If the Division is successful in any action to enforce this Agreement, the court  
2 may award it attorney's fees. It is specifically agreed that reasonable attorney's fees for the  
3 State-employed attorneys shall be \$142.55 per hour.

4 14. 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 15. Respondent has the right to retain an attorney to review this Agreement at its  
8 sole cost and expense and has freely and voluntarily chosen not to do so.

9 16. Each side shall pay its own costs and fees, including attorney's fees.

10 17. If any provision contained in this Agreement is held to be unenforceable by a  
11 court of law or equity, this Agreement shall be construed as if such a provision(s) did not exist  
12 and the unenforceability of such provision(s) shall not be held to render any other provision(s)  
13 of this Agreement unenforceable.  
14

15 18. This Agreement constitutes the entire agreement of the parties, and it is  
16 intended as a complete and exclusive statement of the promises, representations,  
17 negotiations, and discussions of the parties. Unless otherwise expressly authorized by its  
18 terms, this Agreement shall be binding upon the parties unless the same is in writing, signed  
19 by the respective parties hereto, and approved by the Office of the Attorney General.  
20

21 19. **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 a hearing on the license denial, and at any hearing  
24 on such denial, you would have the right to appear and be heard in your defense, either  
25 personally or through your counsel of choice. At the hearing, the Division would have the  
26 burden of proving the facts leading up to the license denial and would call witnesses and  
27 present evidence against you. You would have the right to respond and to present relevant  
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1 evidence and argument on all issues involved. You would have the right to call and examine  
2 witnesses, introduce exhibits, and cross-examine opposing witnesses on any matter relevant  
3 to the issues involved.

4 You would have the right to request that the Commissioner of the Division issue  
5 subpoenas to compel witnesses to testify and/or offer evidence on your behalf. In making this  
6 request, you may be required to demonstrate the relevance of the witness's testimony and/or  
7 evidence. Other important rights you have are listed in the permanent regulation.

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

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20 21. 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 examination of Respondent,  
25 this Agreement, and all other matters relating thereto, and against any and all expenses,  
26 damages, and costs, including court costs and attorney fees, which may be sustained by the  
27 persons and/or entities named in this section as a result of said claims, suits, and actions.  
28

1 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed  
2 and intend to be legally bound thereby. This Agreement shall constitute an Order of the  
3 Commissioner.

4 Dated this 23 day of December, 2010.

5 U.S. Home Bailout, LLC

6 By: 

7 Title: COWNER

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10 Dated this 23 day of December, 2010.

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

14 By: 

15 Joseph L. Waltuch, Commissioner  
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