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BEFORE THE HEARINGS DIVISION

FILED

JAN - 5 2011

Mortgage Lending Division

STATE OF NEVADA

DEPT. OF ADMINISTRATION
APPEALS OFFICER

3 DIVISION OF MORTGAGE LENDING,)
 4 Petitioner,)
 5 vs.)
 6 FIRST FILIPINO AMERICAN MEDIATION)
 7 PRACTICE, LLC, CHONA MEJIA,)
 8 Respondents.)

Appeal No. 31102-RKN

FINDINGS OF FACT,
CONCLUSIONS OF LAW
AND DECISION

9 This matter came before the Hearings Officer for hearing on December 8, 2010.
 10 The Division of Mortgage Lending ("Division") was represented by counsel, Colleen E.
 11 Hemingway, Deputy Attorney General. At the time of the hearing, Respondents, First
 12 Filipino American Mediation Practice, LLC and Chona Mejia, were present and were not
 13 represented by legal counsel.

14 The matter having been submitted to the Hearing Officer, the Hearing Officer
 15 now enters the following findings of fact, conclusions of law, and decision.

FINDINGS OF FACT

17 1. First Filipino-American Mediation Practice, LLC ("Respondent") was a
 18 limited liability company organized and existing under the laws of the State of Nevada
 19 with an office located at 1325 Airmotive Way, Suite 175, Reno, Nevada 89502.

20 2. Chona Mejia ("Mejia") was affiliated with, or employed by, and continues
 21 to be affiliated with, or employed by Respondent, and conducted activities on its behalf
 22 as a loan modification consultant, foreclosure consultant or covered service provider
 23 relating to properties in Nevada.

24 3. Respondent and Mejia advertised services as, provided services of,
 25 engaged in, carried on or held itself out as engaging in or carrying on the activities of a
 26 loan modification consultant, foreclosure consultant or covered service provider relating
 27 to properties in Nevada.

28 4. Neither Respondent nor Mejia has ever applied for, or been issued, a

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100 N. Carson Street
Carson City, Nevada 89701-4717

1 license by the Division as a covered service provider, foreclosure consultant or loan
2 modification consultant, whether as an independent licensee or as an associated
3 licensee, pursuant to Chapter 645F of NRS and Permanent Regulation R052-09.

4 5. Complainants IPH and JJH ("Complainants") were the owners of certain
5 real property located at 4690 Spring Drive, Reno, Nevada 89502 ("Property").

6 6. Between approximately November 10, 2008, and November 18, 2008,
7 Complainants paid Respondent a total of One Thousand Five Hundred Dollars and No
8 Cents (\$1,500.00), as evidenced by the "Payment Record" (a true and correct copy of
9 which is attached hereto as **Exhibit "A"** and incorporated herein by reference as
10 though set forth in full) to negotiate the modification of their mortgage loan secured by
11 the Property;

12 7. Pursuant to the Permanent Regulation R052-09, which became effective
13 August 25, 2009, "[a] person shall not advertise services as, provide any of the services
14 of, act as or conduct business as a covered service provider, foreclosure consultant or
15 loan modification consultant or otherwise engage in, carry on or hold himself out as
16 engaging in or carrying on the activities of a covered service provider, foreclosure
17 consultant or loan modification consultant unless the person has a license as a covered
18 service provider, foreclosure consultant or loan modification consultant, as applicable,
19 issued pursuant to this chapter and Chapter 645F of NRS." See Section 17 of the
20 Regulation.

21 8. Pursuant to NRS 645F.310, "covered service" includes, without limitation:

22 1. Financial counseling, including, without limitation, debt
23 counseling and budget counseling; 2. Receiving money for
24 the purpose of distributing it to creditors in payment or partial
25 payment of any obligation secured by a mortgage or other
26 lien on a residence in foreclosure; 3. Contacting a creditor
27 on behalf of a homeowner; 4. Arranging or attempting to
28 arrange for an extension of the period within which a
homeowner may cure a default and reinstate an obligation
pursuant to a note, mortgage or deed of trust; 5. Arranging
or attempting to arrange for any delay or postponement of
the time of a foreclosure sale; 6. Advising the filing of any
document or assisting in any manner in the preparation of

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any document for filing with a bankruptcy court; and 7. Giving any advice, explanation or instruction to a homeowner which in any manner relates to the cure of a default in or the reinstatement of an obligation secured by a mortgage or other lien on the residence in foreclosure, the full satisfaction of the obligation, or the postponement or avoidance of a foreclosure sale.

9. Both before and after the August 25, 2009 effective date of the permanent regulation, Respondents offered to provide, or provided, services to obtain a mortgage loan modification for Complainants IPH and JJH and/or prevent the Property from going to foreclosure or to provide other covered services, as defined in NRS 645F.310, as evidenced by the signed "Mediation Agreement," dated November 15, 2008 (a true and correct copy of which is attached hereto as **Exhibit "B"** and incorporated herein by reference as though set forth in full), wherein Respondent and/or Mejia represented itself and/or herself as a "Certified Foreclosure Mediator," and Mejia's correspondence on behalf of Respondent, entitled "Notice of Quantum Meruit" dated January 26, 2010 (a true and correct copy of which is attached hereto as **Exhibit "C"** and incorporated herein by reference as though set forth in full), wherein Mejia admits to engaging in behavior of that of a covered service provider to Complainants IPH and JJH after the effective date of the regulation R052-09 in August 2009.

CONCLUSIONS OF LAW

Respondent First Filipino and/or Mejia offered to provide, or provided, for compensation, services to obtain a mortgage loan modification for Complainants IPH and JJH and/or prevent the Property from going to foreclosure, or to provide other covered services, as defined in NRS 645F.310, for Complainants after the effective date of Permanent Regulation R052-09 when the Respondents neither held a license with the Division nor were exempt from said licensing requirements to provide said services.

DECISION

IT IS HEREBY ORDERED, by decision of the Hearing Officer, as follows:

///

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100 N. Carson Street
Carson City, Nevada 89701-4717

1 1. RESPONDENTS, AND EACH OF THEM, IMMEDIATELY CEASE AND
2 DESIST from providing any of the services of a covered service provider, foreclosure
3 consultant and/or loan modification consultant, or otherwise engaging in, carrying on or
4 holding itself out as engaging in or carrying on the business of a covered service
5 provider, foreclosure consultant and/or loan modification consultant in the State of
6 Nevada for which it has not received a license from the Division to conduct such
7 activities; and,

8 2. Respondents, jointly and severally, shall pay an administrative fine in the
9 amount of Ten Thousand Dollars and No Cents (\$10,000.00), payable to the Division on
10 account of Respondents' violations of Chapter 645F of NRS and the permanent
11 regulation R052-09, and Respondents, jointly and severally, shall pay the Division's
12 investigative costs in the amount of Five Hundred Seventy Dollars and No Cents
13 (\$570.00), all within sixty (60) days of the effective date of this decision.

14 3. The Division may institute debt recovery actions for the fine and costs if
15 they are not timely paid.

16 DATED this 4th day of January, 2011 (2010) ^{2011 RKN}

17
18
19 By: 
20 Appeals Officer Nielsen

21 Submitted By:

22 CATHERINE CORTEZ MASTO
23 Attorney General

24
25 By: 

26 COLLEEN E. HEMINGWAY
27 Deputy Attorney General
28 Nevada Bar #10293
100 North Carson Street
Carson City, Nevada 89701-4717
(775) 684-1216
chemingway@ag.nv.gov

DEC. 29. 2009 3:38PM

FIND CENTENIAL.

-872231

NO. 36 P. 13

872238

CUSTOMER'S ORDER NO. _____ DATE 11/10/08

NAME JACQUELINE HERNANDEZ

ADDRESS (PH) 225-2178

CITY, STATE, ZIP _____

SOLD BY CASH C.O.D. CHARGE ON ACCT. MOSE. RETD. PAID OUT

QUAN.	DESCRIPTION	PRICE	AMOUNT
1	Deposit		\$ 710.00
2	Balance due:		\$ 710.00
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RECEIVED BY [Signature]

4705 KEEP THIS SLIP FOR REFERENCE

CUSTOMER'S ORDER NO. _____ DATE 11/18/08

NAME SAURO HERNANDEZ

ADDRESS _____

CITY, STATE, ZIP _____

SOLD BY CASH C.O.D. CHARGE ON ACCT. MOSE. RETD. PAID OUT

QUAN.	DESCRIPTION	PRICE	AMOUNT
1	full payment		\$ 710.00
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RECEIVED BY [Signature]

4705 KEEP THIS SLIP FOR REFERENCE





Mediation Practice

WE DO NOT GIVE LEGAL ADVISE

NOV-15-08

CHEQUE

FECHA

#

11-10-08 (Jesp)

#

11-15-08 (ISAURA)

FORECLOSURE MEDIATION PROVISION

Client(s) Name: Isauro + Jacqueline Hernandez
 Mailing Address: 4690 SPRING DR
 City: RENO State: NV Zip: 89502
 Phone number (home): (775) 827-5890
 Phone number (work): _____
 Phone number (cell): (775) 220-2178 Jacqueline Hernandez
 E-mail address: _____
 Mortgage Servicer: Wells Fargo
 Loan Number first: 0205535578 Second mortgage: _____
 Third mortgage: _____ Fourth mortgage: _____

This is in conjunction with signed authorization and release. We elect to hire Chona Mejia, a Certified Foreclosure Mediator, to assist me (us) in pursuing a Work-out Plan on my (our) behalf for the mortgage loan referenced above and to act in association with my name, place, and stead in any way which I could do personally. We are aware that First FilAm Mediation Practice necessitates full payment prior to commencement of work. Certified Foreclosure Mediation fee is ~~\$2,500~~ or \$250.00 per hour to cover the time of the Work-out plan process and is non-refundable. Chona Mejia will provide the following:

Exhibit "A"

- All written correspondence to Servicers and lenders by Certified Foreclosure Mediator will be on a Foreclosure Mediator's company letterhead.
- Borrower(s) will receive a copy of all email, letters, faxes and other correspondence sent to Servicer, or received from the Servicer by the Foreclosure Mediator.
- Certified Foreclosure Mediator will place the necessary calls to lender (or servicer) to determine the exact status of Borrower(s) case.
- Certified Foreclosure Mediator will be responsible for mediating a Work-out Plan between Borrower(s) and lender.
- When applicable, Certified Foreclosure Mediator will contact specific government agencies for Work-out consideration.
- Upon full payment of fee (non-refundable), Certified Foreclosure Mediator will initiate immediate communication with lender or Servicer to explore rehabilitation scenarios that have the best chance of being accepted.
- Certified Foreclosure Mediator will isolate and make contact with employees of the lender who are authorized to determine the Work-Out Plan eligibility.
- Certified Foreclosure Mediator will draft a COMPLAINT against Lender, if necessary.
- Certified Foreclosure Mediator will explore situations with the Borrower(s) that are appropriate Work-Out Plans based on in-depth analysis of Borrower(s) current financial status and future projections and forecast.
- Borrower(s) will be provided with information regarding options to save their property. Including contribution amount during the work-out process.

225 Redfield Parkway, Ste. 204

Reno, NV 89509

www.filammediation.com

1-888-619-6017

Fax 775-359-8007

support@filammediation.com



Refund of Service Fees and right to cancel policy:

- Borrower(s) have the right to cancel without penalty or obligation within three (3) business days and full payment of Service Fee will be refunded, applicable if full payment is received. Deposit is non-refundable to cover the cost of Mediation process that has been initiated.

If Borrower(s) cancel after three (3) days and full payment of Service Fee received, Borrower(s) will be entitled to a fifty percent (50%) refund, between thirty (30) days to ninety (90) days process. If Borrower(s) cancel within four (4) days or more and full payment of Service Fee received, no refund is provided.

However, if the Certified Foreclosure Mediator is unable or unwilling to provide you with immediate Work-Out Plan negotiation and services, a full 100% refund will be made to the Borrower(s).

We understand that the services provided by Chona Mejia is NO means a guarantee that the lender will accept the Work-Out Plan being proposed. As such, Certified Foreclosure Mediator accepts no liability for actions taken by the Lender, Servicer, Bank or other party.

We certify that the financial information provided on these Intake Forms, are true and correct to the best of my (our) knowledge and it is an accurate account of our financial condition.

We consent Chona Mejia, a Certified Foreclosure Mediator, the mortgage Servicer, mortgage insurer to engage in discussions and negotiations with us or our designed representative regarding alternative programs to foreclosure. We acknowledge that the above-referenced parties are under no obligation to agree to an alternative to foreclosure and that representation has not been made at any time by any party involve in this process, that your mortgage will be modified or that an alternative to foreclosure will be authorized or granted.

We consent for Chona Mejia, a Certified Foreclosure Mediator, the mortgage Servicer, mortgage insurer to discuss and share information about our mortgage and personal financial situation with third parties such as purchasers, brokers, real estate agents, insurers, property inspections, financial institutions and/or creditors.

We acknowledge that the payments on our mortgage are delinquent and that any collection efforts currently in progress including foreclosure proceedings will continue without delay while relief from foreclosure options is being reviewed.

We agree that discussions and negotiations of a possible workout alternative will not constitute a waiver of, or defense to, our lender's right to commence or continue any foreclosure or other collection action. The foreclosure action will cease and an alternative to foreclosure will be provided only if, and when, our lender has approved an agreement for a foreclosure alternative in writing and the agreed upon alternative is completed prior to foreclosure.

We have had the opportunity to consult with legal and/or tax counsel.

Legal Disclosure

We are fully aware that Certified Foreclosure Mediator is not an attorney, is unable to practice law in any state and cannot provide legal advice. We are aware that once resolution is **GRANTED**, First Filam Mediation Practice will deem this case close and complete.

Lender's review process: 45-60 days no exception. Approval is based on their discretion and with your financial stability to repay the loan.

Termination of Case: First Filam Mediation has the right to terminate this case at any time if the following occurs: a) non-compliance, AND b) non-payment.

~~THE PARTIES HAVE READ AND UNDERSTAND THE FOREGOING PROVISIONS AS EXPLAINED. THIS IS EFFECTIVE AS OF THE DATE, FIRST FILAM MEDIATION PROVIDED AUTHORIZATION AND RELEASE FOR THE BORROWERS.~~

PROMISE TO PAY AGREEMENT
IN CONSIDERATION, please return to First Filam Mediation Practice
Or send via fax: 775-359-8007

I/We, Karol Hernandez / Jacqueline Hernandez voluntary hire First Filam Mediation Practice to handle my/our pre-foreclosure mediation on my/our behalf. I/We promised to pay First Filam Mediation the amount of \$ _____ within 30 days after signing the authorization, failure to do so will automatically CEASE foreclosure mediation services at our own risk.

Karol Hernandez
Borrower's Signature

11-15-08
DATE

Jacqueline Hernandez
Co-Borrower's Signature

11-15-08
DATE

Certified Foreclosure Mediator Pledge
NOT VALID WITHOUT SIGNATURE OF CERTIFIED FORECLOSURE MEDIATOR

I, Chona Mejia, a Certified Foreclosure Mediator promise to provide the services and present Borrower(s) with experience and professional services to the best of my knowledge and education.

Chona Mejia 11/10/08
Chona Mejia/Date

1 CHONA MEJIA
1325 AIRMOTIVE WAY, #175
2 RENO, NV 89502

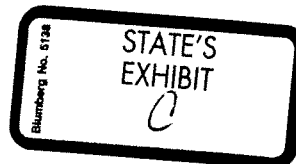
3 DEPARTMENT OF BUSINESS AND INDUSTRY
4 DIVISION OF MORTGAGE LENDING
7220 BERMUDA ROAD, SUITE A
5 LAS VEGAS, NV 89119

6 ISAURO HERNANDEZ AND JACQUELINE)
7 HERNADEZ,)
8 Plaintiffs,)
9 vs.)
10 CHONA MEJIA,)
11 Defendant.)

12
13 NOTICE OF QUANTUM MERUIT (REASONABLE VALUE FOR SERVICES
14 RENDERED)

15 That on November 10, 2008, Isauro Hernandez voluntarily
16 hired our office to assist him with pre-foreclosure mediation
17 and alternative to foreclosure relief. I have explained our
18 services to him. That on November 15, 2008, Isauro and
19 Jacqueline Hernandez signed an agreement that explains the
20 services we offer and that there's NO GUARANTEE that the
21 servicer/investor will accept the work-out packet being proposed
22 and that the fees are NON-REFUNDABLE.

23 That on November 15, 2008, Chona Mejia requested a copy of
24 their loan documents to perform preliminary mortgage audit.
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2 Isauro Hernandez coordinates with me and he brought the
3 documents to our office for review of possible: TILA/RESPA/HUD-1
4 violations. During my review process, I have discovered some
5 questionable information on their loan application and clarifies
6 it out to Isauro Hernandez that the loan that they obtained is
7 too high for their income. They can afford to buy a house that
8 is much lower than what they bought from A.J. Johnson, Realtor.

9 That on November 14, 2008, Chona Mejia faxed the
10 authorization and request for Mediation.

11 That on November 25, 2008, Chona Mejia assisted them with
12 the hardship letter.

13 That on December 08, 2008, we called Wells Fargo to follow-
14 up if the authorization has been received. Talked with Kena
15 from Wells Fargo and confirmed that authorization received.

16 That on December 17, 2008, called Wells Fargo to follow-up
17 talked with Denise they don't have an answer yet.

18 That on December 23, 2008, called Wells Fargo talked to
19 Denise they don't have any answer yet.

20 That on December 30, 2008- our office re-fax 16 pages
21 documents to Wells Fargo for review.

22 That on January 6, 2009 - called Wells Fargo talked with
23 Stephany they received the docs and it takes 30- 45 days to
24 review.

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That on January 20, 2009 - Isauro Hernandez stop by in our office: Isauro Hernandez is willing to return the property if no resolution will be offered, since they cannot afford their House payment to begin with. He showed me his pay stubs that he is really having financial difficulties with their house payment. Their net income is only \$3,576.00 and their house payment is \$1,800.00 per month. They were making less money at the time they bought the house. This is almost 50% of their income goes to the house payment and A.J. Johnson, the Realtor must have performed the proper prequalification for the buyer so they won't be facing financial hardships and foreclosure.

That on February 2, 2009 - Again our office re-faxed the documents for review.

That on February 9, 2009 - called to Wells Fargo spoke with Justin, negotiator has not yet assigned.

That on February 9, 2009 - Isauro Hernadez walked-in our office and gave me the name of PMI agent, David Nichting from Triad Guaranty. Spoke with David and he requested to fax him a copy of Isauro and Jacquelines income statement.

That on February 9, 2009 - David from Triad Guaranty requested an authorization from Isauro and Jacqueline Hernandez.

That on February 16, 2009 - Isauro walked-in our office and brought some letter from Wells Fargc.

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That on February 17, 2009 - our office faxed income statement to David at Triad Guaranty.

That on February 24, 2009 - called Wells Fargo and spoke with Jimmy and informed us that they received the documents and they required updated hardship letter.

That on March 2, 2009 - called Wells Fargo and they need updated income from Isauro and Jacqueline Hernandez. We have contacted them for updated income statement.

That on March 03, 2009 - faxed all income statement to Wells Fargo again.

That on March 09, 2009 - called Wells Fargo spoke with Scott, they are still reviewing the documents and they received all the documents needed for review and to follow-up within two weeks.

That on March 16, 2009 - called Wells Fargo spoke with Sherica, the case was now assigned to a negotiator under the name of Teresa Jones and they will contact the homeowners directly for signature.

That on March 17, 2009 - called Jacqueline Hernandez regarding the status of their case.

That on March 31, 2009 - called Wells Fargo spoke with Olivia, income statement has not yet received?

That on March 31, 2009 - our office drafted "QWR" against Wells Fargo via certified mail, with return signature.

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2 That on April 6, 2009 - Jacqueline Hernandez called Wells
3 Fargo because they haven't received any statement from them and
4 Wells Fargo informed Jacqueline Hernandez that no statement will
5 be received because the case is being reviewed.

6 That on April 6, 2009 - called David Nitching from Triad
7 and left a message. That the new negotiator has been assigned,
8 and the case is still being reviewed and considering other
9 options and Isauro and Jacqueline Hernandez can still call in
10 for payment.

11 That on April 7, 2009 - I left a voice message to
12 Jacqueline Hernandez regarding the status of the case.

13 That on April 20, 2009 - called Wells Fargo and spoke with
14 Nickie, she said: Isauro and Jacqueline Hernandez are not
15 qualified for Obama Plan because their income will not be
16 sufficient to repay the loan, and to follow-up again if there's
17 any other option available to avoid foreclosure.

18 That on April 28, 2009 - our office drafted "good faith
19 certificate" and at that time Isauro Hernandez inquired about
20 filing for "bankruptcy."

21 That on May 4, 2009 - called Wells Fargo and spoke with
22 Sue, they required updated income and updated hardship letter
23 from Isauro and Jacqueline Hernandez.

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2 That on May 5, 2009 - Tracy from Wells Fargo called and
3 they want us to fax the updated income statement again. I
4 called Jacqueline Hernandez and requested the updated pay stubs
5 and Jacqueline Hernandez made an effort to drop off the
6 documents in our office.

7 That on May 5, 2009 - called Tracy again from Wells Fargo
8 to follow-up regarding the documents that has been faxed.
9 Talked with Tom from Wells Fargo and he will put on the account
10 that all needed documents have been faxed already.

11 That on May 12, 2009 - we faxed new authorization.

12 That on May 19, 2009 - called Wells Fargo and spoke with
13 Brook, he said the past due amount is \$5,614 and it is under
14 review process again and for us to call every two weeks for
15 update.

16 That on May 27, 2009 - Isauro Hernandez confirmed that they
17 missed November and December 2008 payments. That on May 23,
18 2009, Isauro Hernandez made a payment in one of Wells Fargo's
19 branch office just for one month. Isauro Hernandez decided that
20 he will not be making any payment with Wells Fargo and he will
21 be saving his mortgage payment instead.

22 That on May 29, 2009 - called Wells Fargo spoke with
23 Enzionlea, she said that the case is still under review process
24 again and it takes 30 - 45 days process.

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That on June 9, 2009 - called Wells Fargo spoke with Marie and they need to know how much the appraised value of the property and will continue the review process.

That on June 17, 2009 - called Wells Fargo spoke with Shannon, she said it is still being reviewed.

That on June 23, 2009 - called Jacqueline Hernandez and informed that the house will be appraised by Wells Fargo.

That on June 23, 2009 - called Wells Fargo and informed our office that they order appraisal for the subject property and they are still waiting for the Appraisal report.

That on July 2, 2009 - called Wells Fargo spoke with Janice all documents received and still under review process and still waiting for the new negotiator to be assigned.

That on July 9, 2009 - UPS received by Isauro Hernandez and Jacqueline Hernandez, Making Home Affordable approval and documents must be signed and returned to Wells Fargo as early as possible the trial period suppose to starts August 8, 2009 until October 1, 2009 for the amount of \$1,645.77 includes payment of Escrow items.

That on July 14, 2009 - Isauro and Jacqueline Hernandez decided to turn down the offer because they cannot afford the lower payment offered. Our office drafted declined letter and fax it to Jacqueline Hernandez.

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2 Our office re-challenged Wells Fargo without additional fees
3 from Isauro Hernandez and Jacqueline Hernandez.

4 That on July 16, 2009 - left a voicemail to Jacqueline
5 Hernandez and requested updated income statement to re-challenge
6 their case.

7 That on August 11, 2009 - 36 pages faxed to Wells Fargo to
8 re-open the case.

9 That on August 17, 2009 - called Wells Fargo spoke with
10 John, he said: no longer considered for the Obama Program
11 because Isauro and Jacqueline declined the offer and at the same
12 time they received the 36 pages faxes for reconsideration.

13 That on August 17, 2009 - confirmed by Isauro Hernandez
14 that they are missing 6 months of payment.

15 That on August 25, 2009 - again, Isauro Hernandez came to
16 our office and willing to voluntarily surrender the property if
17 no principal reduction will be offered by Wells Fargo, because
18 the neighborhood properties continue to decline. Again, I have
19 explained to Isauro Hernandez that it is under Wells Fargo's
20 discretion, because it's their money and they signed the Note
21 with them.

22 That on September 1, 2009 - called Wells Fargo for income
23 statement evaluation and reconsideration of the case; review
24 process is again 30 - 45 days.

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2 That on October 13, 2009 - had a meeting with Jacqueline
3 Hernandez at 4:30 pm they are already 7 months delinquent.

4 That on November 16, 2009 - called Jacqueline Hernandez and
5 notify that the updated income has been faxed already for review
6 and consideration.

7 That on November 23, 2009 - called Wells Fargo and received
8 all income statement and would like to reconsider opening the
9 case for further review again and for any other option
10 available.

11 That on December 2, 2009 - Jacqueline and Isauro Hernandez
12 stop by at the office and asks if they can withdraw the case
13 because they are putting the property in "short sale" with A.J.
14 Johnson, who handled the buying process with them. To my
15 surprise Jacqueline Hernandez demanded to get their money back
16 because I have not done anything with the process? Influenced by
17 A.J. Johnson who is the Realtor again for the short sale. I
18 told Jacqueline that I have worked hard on this case for over a
19 year, got them an approval, now; they want their money back?
20 So, I asked Isauro Hernandez if he is willing to work for "free"
21 and he said "NO". I have explained that I have done everything
22 from my part to save the property and yet they rejected the
23 offer; at the time that the case is open with us, NO-NOD, NO-
24 sale date, No-eviction Notice has been entered against them.
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They saved almost \$18,000.00 for not paying their mortgage, and I'm sure they were very happy with that amount.

That on December 2, 2009 - I closed the case and returned their documents

That on December 2, 2009 right after they left from my office - A.J. Johnson called my office, screaming and threatening me that she is going to report me to the police, DA's office and all.

That on December 3, 2009 A.J. Johnson contacted Mark from Design Financial. And the following morning I received a call from Mark from Design Financial; he said "do you know the fuck you are doing? You know what! I am a good friend of Shiela Waldren from MLD and I am going to file a Complaint against you?"

That on December 4, 2009 - I faxed a letter to Sheila Waldren from MLD Carson City regarding Mark, from Design Financial.

That on December 10, 2009 - I certified mail all the remaining documents and pay stubs to Isauro and Jacqueline Hernandez per their request.

That on December 15, 2009 - NOD has been filed at the Washoe County Recorder which is a Public Notice.

That on January 6, 2009 - a formal complaint was received from Las Vegas office, and Isauro and Jacqueline Hernandez exhibited "falsified business card" violation of Federal criminal law and obstruction of justice.

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That on January 20, 2010 - I have faxed my answer to Las Vegas office and to Sheila Waldren of MLD, Carson City.

CONCLUSION

Isauro and Jacqueline Hernandez' complaint was procured by submitting falsified evidence and therefore should be dismissed with prejudice. This wrongful allegation is causing me emotional distress, public embarrassment and humiliation. I have lost a lot of prospective clients from this unlawful act of Isauro Hernandez and Jacqueline Hernandez.

As far as loan origination and purchased transaction is concerned, the criminals must be identified for a possible Federal law and State Compliance regulations and violations. How was the loan originated? How was the buying process procured? "Standard care" lender and broker should use the standard of care prior to approving the loan for which the borrowers was clearly not qualified and which ended the loan in default, as what happen to Isauro Hernandez and Jacqueline Hernandez. "Good faith" effort made or transaction done honestly and without a deliberate intention to defraud the other party. However, good faith does not necessarily mean without negligence. Also called "bona fides" and it is implied by law.

The loan documents must be audited for possible TILA/HOEPA/RESPA/HUD-1 violations.

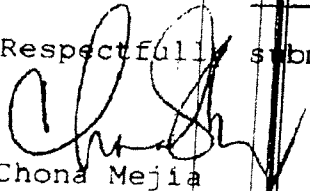
1 Repayment ability: Engage in pattern or practice extending
2 credit subject to Section 226.32 to consumer based on the
3 consumer's collateral without regard to consumer's repayment
4 ability, including consumers current and expected income,
5 current obligations, and employments.

6 Short sale has been performed by A.J. Johnson and they
7 signed the Escrow with First Centennial on December 29, 2009? I
8 just closed the case on December 2, 2009, how can the Escrow be
9 closed in less than 30 days? Based on my research short sale
10 process could take a minimum of 3 months "straw buyer" involved?

11 Chona Mejia has been serving the people of Nevada since
12 2005. Chona Mejia continuously contributing to the economy of
13 Nevada; helping homeowners saved their primary residence off
14 foreclosure and has been very successful with the preliminary
15 forensic mortgage audit process through private Mediation.
16 Chona Mejia is not assisting homeowners to originate new loan.
17 Our community, and our state is in epidemic crisis of
18 foreclosure and I will persist to fight "predatory lending
19 practices and mortgage fraud" through private Mediation
20 practice. Therefore, Chona Mejia should be exempted from MLD
21 licensing and MLD Bond requirements.

22 DATED: 1/26/2010

23 Respectfully submitted:

24 
25 Chona Mejia

CERTIFICATE OF MAILING

The undersigned, an employee of the State of Nevada, Department of Administration, Hearings Division, does hereby certify that on the date shown below, a true and correct copy of the foregoing **ORDER** was deposited into the State of Nevada Interdepartmental mail system, **OR** with the State of Nevada mail system for mailing via United States Postal Service, **OR** placed in the appropriate addressee runner file at the Department of Administration, Hearings Division, 1050 E. Williams Street, Suite 450, Carson City, Nevada, 89701 to the following:

CHONA MEJIA
FIRST FILIPINO-AMERICAN MEDIATION PRACTICE LLC
PO BOX 61091
RENO, NV 89506

NANCY CORBIN
DIVISION OF MORTGAGE LENDING STATE OF NEVADA
7220 BERMUDA RD STE A
LAS VEGAS, NV 89119

COLLEEN HEMINGWAY ESQ.
100 N. CARSON STREET
CARSON CITY NV 89701

Dated this 5th day of January, 2011.

Brandy Fuller
Brandy Fuller, Legal Secretary II
Employee of the State of Nevada