

1 STATE OF NEVADA

2 DEPARTMENT OF BUSINESS AND INDUSTRY

3 DIVISION OF MORTGAGE LENDING

4
5 In re:

6 NLC of America, Inc. dba
7 New Lending Concepts, and Thinh
8 Nguyen,

9 Respondents.

10
11 STIPULATED SETTLEMENT AGREEMENT

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

25 WHEREAS, NLC of America, Inc., is a corporation organized and existing under the laws
26 of the State of Nevada since on or about March 13, 2008, and is doing business in Nevada as
27 New Lending Concepts (hereinafter "New Lending"). Currently, NLC of America, Inc.'s status
28 with the Nevada Secretary of State is "default."

1 WHEREAS, on approximately September 30, 2008, the Division issued New Lending a
2 mortgage broker license (License No. 3151) pursuant to Chapter 645B of NRS.

3 WHEREAS, New Lending operated within the State of Nevada as a licensed mortgage
4 broker. The Division currently classifies New Lending's license as "closed."

5 WHEREAS, New Lending's office was located at 3305 Spring Mountain Road, Suites
6 59, 60, 79, and 80, Las Vegas, Nevada 89102.

7 WHEREAS, Thinh Nguyen (hereinafter "Nguyen") was and is the owner and president
8 of New Lending.

9 WHEREAS, October 21, 2002, Rayomun D. Contractor aka Ray D. Contractor
10 (hereinafter "Contractor") was licensed by the Division as a mortgage agent (License No.
11 19853) pursuant to NRS 645B and was affiliated with, or employed by, New Lending from
12 August 28, 2009 to the present.

13 WHEREAS, pursuant to NRS 645B.060(2)(d) the Division is charged with conducting
14 "an annual examination of each mortgage broker doing business in this State..."

15 WHEREAS, the Division commenced an examination of New Lending on
16 December 31, 2009.

17 WHEREAS, during the examination, the Division discovered the following violations of
18 laws and regulations:

19 a. New Lending failed to exercise reasonable supervision over the
20 activities of its mortgage agents and failed to implement and maintain safeguards to protect
21 customer information in violation of the Gramm-Leach Bliley Act, 15 USC § 6801, et seq., as
22 evidenced by several consumer credit reports, good faith estimates ("GFE"), and truth in
23 lending ("TIL") disclosures found un-shredded (or otherwise made unreadable) in a trash can
24 located at 3305 Spring Mountain Road.
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1 b. In his written response to the Division, Contractor admitted that, at
2 the time of the examination, "files [were] not being shredded."

3 WHEREAS, pursuant to NRS 645B.460(1), "[a] mortgage broker shall exercise
4 reasonable supervision over the activities of his mortgage agents...."

5 WHEREAS, pursuant to the Gramm-Leach Bliley Act, 15 USC § 6801, et seq., "each
6 financial institution has an affirmative and continuing obligation to respect the privacy of its
7 customers and to protect the security and confidentiality of those customers' nonpublic
8 personal information" and "shall establish appropriate standards... relating to administrative,
9 technical, and physical safeguards[:] 1. [T]o insure the security and confidentiality of customer
10 records and information; 2. [T]o protect against any anticipated threats or hazards to the
11 security or integrity of such records; and 3. [T]o protect against unauthorized access to or use
12 of such records or information which could result in substantial harm or inconvenience to any
13 customer."
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15 WHEREAS, after settlement negotiations, the Division and the Respondents wish to
16 resolve this matter without the necessity of the filing of a complaint for a formal hearing.
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18 NOW, THEREFORE, in consideration of the representations, covenants and
19 conditions set forth herein, IT IS HEREBY STIPULATED AND AGREED to by the Division
20 and Respondents that the purported violations found during the examination of Respondent's
21 books and records and referenced herein, shall be settled on the following terms and
22 conditions:
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24 1. The Respondents acknowledge that, they failed to exercise reasonable
25 supervision over the activities of its mortgage agents and failed to implement and maintain
26 safeguards to protect customer information in violation of the Gramm-Leach Bliley Act, 15 USC
27 § 6801, et seq.
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1 2. The Respondents acknowledge and agree, with full knowledge, to waive their
2 right to have the Division file a complaint if one has not been filed by the date that the
3 Respondents execute this Agreement, or if a complaint has been filed, to go to a hearing in
4 this matter.

5 3. The Respondents shall, pursuant to NRS 645B.670 and/or NRS 622.400, pay
6 an administrative fine to the Division in the amount of Five Hundred Dollars and No Cents
7 (\$500.00), the Division's administrative and other costs in the amount of Five Hundred Forty
8 Dollars and No/Cents (\$540.00) and outstanding CPA/AG assessments in the amount of
9 Three Hundred Twenty Three Dollars and 22 Cents (\$323.22). The Respondents shall make
10 payment, in full, to the Division of the administrative fine and administrative and other costs
11 upon their execution of this Agreement.

12 4. This Agreement is intended to resolve all issues related to the findings in the
13 December 31, 2009 report of examination.

14 5. The Respondents agree that in the event it violates any of the provisions of this
15 Agreement, the Division shall retain any and all remedies available to it in accordance with
16 NRS Chapter 645B.

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

20 7. The parties further acknowledge and agree that the Division shall keep the
21 original of this Agreement.

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

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

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

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

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

10 13. The parties have the right to retain an attorney to review this Agreement at their
11 sole cost and expense and have freely and voluntarily chosen not to do so.

12 14. Other than the fine and administrative and other costs set forth herein, each
13 side shall pay its own costs and fees, including attorney's fees.

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

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

24 19. **NOTICE TO RESPONDENTS:** By executing this Agreement, you hereby agree
25 that you are waiving certain rights as set forth herein. As Respondents, you are specifically
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1 informed that you have the right to request that the Division file an administrative complaint
2 against you, and at any hearing on such a complaint, you would have the right to appear and
3 be heard in your defense, either personally or through your counsel of choice. If the Division
4 were to file a complaint, at the hearing, the Division would have the burden of proving the
5 allegations in the complaint and would call witnesses and present evidence against you. You
6 would have the right to respond and to present relevant evidence and argument on all issues
7 involved. You would have the right to call and examine witnesses, introduce exhibits, and
8 cross-examine opposing witnesses on any matter relevant to the issues involved.
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10 You would have the right to request that the Commissioner of the Division issue
11 subpoenas to compel witnesses to testify and/or offer evidence on your behalf. In making this
12 request, you may be required to demonstrate the relevance of the witness's testimony and/or
13 evidence. Other important rights you have are listed in NRS Chapter 645B and NRS
14 Chapter 233B.

15 20. Respondents understand and agree that this Agreement may be used to show that
16 past violations have occurred should any future disciplinary action be taken by the Division.
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18 21. In consideration of the execution of this Agreement, Respondents, for themselves,
19 their heirs, executors, administrators, successors, and assigns, hereby releases, remises, and
20 forever discharges the State of Nevada, the Department of Business and Industry of the State
21 of Nevada, the Division, and each of their members, agents, attorneys (including any and all
22 employees of the Nevada Attorney General), and employees in their individual and
23 representative capacities, from any and all manner of actions, causes of action, suits, debts,
24 judgments, executions, claims, and demands whatsoever, known and unknown, in law or
25 equity, that Respondents ever had, now has, may have, or claim to have against any or all of
26 the persons or entities named in this section, arising out of or by reason of the Division's
27 examination of the Respondents, and all other matters relating thereto.
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1 22. Respondents hereby indemnify and hold harmless the State of Nevada, the
2 Department of Business and Industry of the State of Nevada, the Division, and each of their
3 members, agents, and employees, and employees of the Nevada Attorney General in their
4 individual and representative capacities against any and all claims, suits, and actions brought
5 against said persons and/or entities by reason of the Division's examination of Respondent,
6 this Agreement, and all other matters relating thereto, and against any and all expenses,
7 damages, and costs, including court costs and attorney fees, which may be sustained by the
8 persons and/or entities named in this section as a result of said claims, suits, and actions.
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10 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed
11 and intend to be legally bound thereby. This Agreement shall constitute an Order of the
12 Commissioner.

13 Dated this 28th day of December, 2010.

NLC of America, Inc. dba New Lending
Concepts

14 By: 
15 Title: / BROKER OWNER
16

17 Dated this 28th day of December, 2010.

18 Think Nguyen
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20 Dated this 6th day of January, 2011
21 2010.

22 State of Nevada
23 Department of Business and Industry
24 Division of Mortgage Lending

25 By: 
26 Joseph L. Waltuch, Commissioner
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