

1 STATE OF NEVADA

2 DEPARTMENT OF BUSINESS AND INDUSTRY

3 DIVISION OF MORTGAGE LENDING

4  
5 In re:

6 Bruce Feldman,

7 Respondent.

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9  
10 Appeal No. 79733-SL

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 Bruce Feldman  
20 (hereinafter, the "Respondent"), as follows:

21  
22 RECITALS

23 WHEAREAS, Nevada Mortgage, Inc. (hereinafter "Nevada Mortgage") was and is a  
24 domestic corporation organized and existing under the laws of the State of Nevada since on  
25 or about January 5, 1978. Currently, Nevada Mortgage's status with the Secretary of State is  
26 "active."  
27  
28

1           WHEAREAS, on approximately March 12, 1986, Nevada Mortgage was issued a  
2 mortgage broker license (License No. 235) pursuant to Chapter 645B of NRS. The Division  
3 currently classifies Nevada Mortgage's license as "active."

4           WHEAREAS, Realty World Luxury Homes, LLC (hereinafter "Realty World") was and  
5 is a domestic limited liability company organized and existing under the laws of the State of  
6 Nevada since on or about February 18, 2009. Currently, Realty World's status with the  
7 Secretary of State is "active."

8           WHEAREAS, Realty World has never been issued a mortgage broker license by the  
9 Division pursuant to Chapter 645B of NRS.  
10

11           WHEAREAS, on approximately January 22, 2007, the Division issued Respondent a  
12 mortgage agent license (License No. 42194) pursuant to Chapter 645B of NRS.

13           WHEAREAS, on approximately January 22, 2008, the Division cancelled Respondent's  
14 mortgage agent license for failure to renew. See NRS 645B.430(1). The Division currently  
15 classifies Respondent's license as "closed."

16           WHEAREAS, Respondent was and is an employee of or otherwise associated with  
17 Realty World.  
18

19           WHEAREAS, Respondent may have held himself out as engaging in or carrying on the  
20 business of a mortgage broker pursuant to Chapter 645B of NRS employed by, or associated  
21 with, Realty World and conducted mortgage broker activity in the State of Nevada.

22           WHEAREAS, Respondent has never been issued a mortgage broker license by the  
23 Division pursuant to Chapter 645B of NRS.

24           WHEREAS, pursuant to NRS 645B.060, the Division is charged with conducting "...an  
25 annual examination of each mortgage broker doing business in this State...." See, NRS  
26 645B.060(2)(d).  
27

28           WHEREAS, pursuant to NRS 645B.060, the Division commenced a regularly

1 scheduled examination of Nevada Mortgage's books and records in March 2010. The  
2 examination revealed, among other things, that:

3 a. Respondent may have unlawfully offered or provided unlicensed  
4 services of a mortgage broker or otherwise engaged in, carried on, or held himself out as  
5 engaging in or carrying on, the business of a mortgage broker, as evidenced by an e-mail  
6 advertisement (hereinafter "March 2009 Advertisement") to Nevada Mortgage which indicated  
7 Respondent's ability to broker private money loans;

8 b. In December 2009, Nevada Mortgage borrowers DS and YN  
9 obtained a loan in the amount of One Hundred Twenty Thousand Dollars and No Cents  
10 (\$120,000.00); and  
11

12 c. The "Final Settlement Statement" reveals that Respondent was  
13 paid a "consulting fee" in the amount of One Thousand Eight Hundred Dollars and No Cents  
14 (\$1,800.00), which appear to be paid from borrowers DS's and YN's funds at settlement on  
15 December 23, 2009.

16 WHEREAS, in his written responses to the Division, dated April 12, 2010 and May 12,  
17 2010, respectively, Respondent admitted that he "did send the private money information out"  
18 in order to "earn a consulting fee..."  
19

20 WHEREAS, after settlement negotiations the Division and the Respondent wish to  
21 resolve this matter without the necessity of a formal hearing.  
22

23 NOW, THEREFORE, in consideration of the representations, covenants and  
24 conditions set forth herein, IT IS HEREBY STIPULATED AND AGREED to by the Division  
25 and Respondent that the purported violations of NRS shall be settled on the following terms  
26 and conditions:  
27

28 1. The Respondent does not contest that he offered or provided unlicensed

1 services of a mortgage broker or otherwise engaged in, carried on or held himself out as  
2 engaging in or carrying on the business of a mortgage broker while not being licensed by the  
3 Division pursuant to Chapter 645B of NRS.

4 2. The Respondent shall, pursuant to NRS 645B.670, pay an administrative  
5 penalty in the amount of One Thousand Eight Hundred Dollars and No Cents (\$1,800.00)  
6 and, pursuant to NRS 622.400, pay the Division's administrative and other costs in the  
7 amount of Seven Hundred Eighty Dollars and No/Cents (\$780.00). The Respondent shall  
8 make payment, in full, to the Division of the administrative penalty and the Division's costs  
9 upon execution of this Agreement.  
10

11 3. The Respondent acknowledges and agrees, with full knowledge, to waive his  
12 right to go to a hearing in this matter.

13 4. The Respondent agrees he will not offer or provide the services of a mortgage  
14 broker or mortgage agent, or otherwise engage in, carry on as, or hold himself out as engaging  
15 in or carrying on the business of a mortgage broker or mortgage agent while not being licensed  
16 with the Division pursuant to 645B of NRS.  
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18 5. The parties agree and acknowledge that this Agreement shall constitute the  
19 complete and final resolution of any and all issues arising out of the Division's investigation of  
20 Respondent's conduct, which occurred from approximately August 2009 to November 2009.

21 6. The Respondent agrees that in the event it violates any of the provisions of this  
22 Agreement, the Division shall retain any and all remedies available to it in accordance with  
23 NRS Chapter 645B.  
24

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

28 8. The parties further acknowledge and agree that the Division shall keep the

1 original of this Agreement.

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

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

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

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

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

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

17 15. Other than the administrative penalty and the Division's costs set forth herein,  
18 each side shall pay its own costs and fees, including attorney's fees.

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

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

4       18. **NOTICE TO RESPONDENT:** By executing this Agreement, you hereby agree  
5 that you are waiving certain rights as set forth herein. As Respondent, you are specifically  
6 informed that you have the right to request that the Division file an administrative complaint  
7 against you, and at any hearing on such a complaint, you would have the right to appear and  
8 be heard in your defense, either personally or through your counsel of choice. If the Division  
9 were to file a complaint, at the hearing, the Division would have the burden of proving the  
10 allegations in the complaint and would call witnesses and present evidence against you. You  
11 would have the right to respond and to present relevant evidence and argument on all issues  
12 involved. You would have the right to call and examine witnesses, introduce exhibits, and  
13 cross-examine opposing witnesses on any matter relevant to the issues involved.  
14

15       You would have the right to request that the Commissioner of the Division issue  
16 subpoenas to compel witnesses to testify and/or offer evidence on your behalf. In making this  
17 request, you may be required to demonstrate the relevance of the witness's testimony and/or  
18 evidence. Other important rights you have are listed in NRS Chapter 645B and NRS  
19 Chapter 233B.  
20

21       19. Respondent understands and agrees that this Agreement may be used to show  
22 that past violations have occurred should any future disciplinary action be taken by the  
23 Division.  
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25       20. In consideration of the execution of this Agreement, Respondent, for himself, his  
26 heirs, executors, administrators, successors, and assigns, hereby releases, remises, and  
27 forever discharges the State of Nevada, the Department of Business and Industry of the State  
28 of Nevada, the Division, and each of their members, agents, attorneys (including any and all

1 employees of the Nevada Attorney General), and employees in their individual and  
2 representative capacities, from any and all manner of actions, causes of action, suits, debts,  
3 judgments, executions, claims, and demands whatsoever, known and unknown, in law or  
4 equity, that Respondent ever had, now has, may have, or claim to have against any or all of  
5 the persons or entities named in this section, arising out of or by reason of the Division's  
6 investigation of Respondent's conduct, which occurred from approximately August 2009 to  
7 November 2009, and all other matters relating thereto.

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9 21. Respondent hereby indemnifies and holds harmless the State of Nevada, the  
10 Department of Business and Industry of the State of Nevada, the Division, and each of their  
11 members, agents, and employees, and employees of the Nevada Attorney General in their  
12 individual and representative capacities against any and all claims, suits, and actions brought  
13 against said persons and/or entities by reason of the Division's examination of the books and  
14 records of Nevada Mortgage, this Agreement, and all other matters relating thereto, and  
15 against any and all expenses, damages, and costs, including court costs and attorney fees,  
16 which may be sustained by the persons and/or entities named in this section as a result of  
17 said claims, suits, and actions.

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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 a Final Order of the  
3 Commissioner.

4 Dated this 24<sup>TH</sup> day of JANUARY, ~~2010~~ 2011

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6 B  
7 Bruce Feldman

8 Dated this 24<sup>TH</sup> day of JANUARY, ~~2010~~ 2011

9  
10 State of Nevada  
11 Department of Business and Industry  
12 Division of Mortgage Lending

13 By:   
14 Joseph L. Waltuch, Commissioner

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