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

Before the Commissioner of the Division of Mortgage Lending

In the Matter of: Falcon Credit Management LLC, License No. 3379, Respondent.	Order No.: 2012-27

CONSENT ORDER
TO CEASE AND DESIST VIOLATING NRS 645F AND
MAKE RESTITUTION AND PAY INVESTIGATIVE COSTS

Issued and Entered,
This 28th day of November, 2012,
By James Westrin,
Commissioner

The Commissioner of the State of Nevada, Department of Business and Industry, Division of Mortgage Lending (the "Commissioner") having been statutorily charged with the responsibility and authority to administer and enforce Chapter 645F of the Nevada Revised Statutes, NRS 645F.010 *et seq.*, (the "Act"), and Chapter 645F of the Nevada Administrative Code, NAC 645F.005 *et seq.*, (the "Regulation"), governing the licensing and conduct of covered service providers in the State of Nevada; and,

The Commissioner having been granted general supervisory power and control over all covered service providers doing business in the State of Nevada pursuant to the Act; and,

FALCON CREDIT MANAGEMENT LLC ("RESPONDENT") having made application for and been granted a license by the Commissioner as an independent covered service provider licensee, License No. 3379, pursuant to provisions of the Act, on January 15, 2010, to conduct covered service provider activity from its office located at 8430 West Lake Mead Boulevard, Suite 100, Las Vegas, Nevada; and,

RESPONDENT having been licensed by the Division of Mortgage Lending (the "Division") pursuant to the Act at all times relevant to this matter and, therefore, subject to the jurisdiction of the Commissioner; and,

The Division having received a complaint against RESPONDENT alleging that RESPONDENT was engaged in activities or practices that violate the Act; and,

The Division staff having commenced a full and thorough investigation of such complaint pursuant to Section 435 of the Regulation, NAC 645F.435, and during such investigation determined that, as a general business practice and contrary to NRS 645F.405, RESPONDENT claimed, demanded, charged, collected or received fees from homeowners prior to successfully obtaining a covered service for the homeowner; and,

RESPONDENT having been served on or about June 5, 2012 with a Notice of Opportunity to Show Compliance providing Respondent with (1) notice of facts or conduct which warrant disciplinary action against RESPONDENT'S license and (2) notice of its opportunity to show compliance with all lawful requirements for the retention of its license, in accordance with NRS 233B.127(3); and,

RESPONDENT and Division staff having discussed the alleged violations at an informal opportunity to show compliance conference on June 21, 2012, and, from discussions at that informal conference and subsequent information obtained by the Division, it was determined that:

(1) RESPONDENT had claimed, demanded, charged, collected or received fees from nine (9) homeowners prior to successfully obtaining a covered service for the homeowner; and,

(2) RESPONDENT, while acknowledging that it was a violation of the Act to claim, demand, charge, collect or receive fees from a homeowner prior to successfully obtaining a covered service for the homeowner, asserts that it was not a willful or knowing violation; and,

(3) RESPONDENT, has failed to pay, within a reasonable time, the Division's AG and CPA assessment for Fiscal Year 2013, in the amount of, including late fees, of $252.40; and

RESPONDENT and Division staff having conferred and determined to resolve this matter pursuant to the following terms:

1. RESPONDENT agrees to cease and desist from violating NRS 645F.405 by claiming, demanding, charging, collecting or receiving fees from a homeowner prior to successfully obtaining a covered service for the homeowner;

2. RESPONDENT agrees to make restitution to each of the nine (9) homeowners, in three (3) phases, as follows:

a. Within 40 days of the entry of this Order, RESPONDENT will refund the amount of Three Thousand Three Hundred Twelve Dollars and No Cents ($3,312.00) to client OB, representing an amount equal to the amount that the homeowner paid to RESPONDENT prior to RESPONDENT obtaining a covered service for the homeowner. The refund check will be accompanied by an explanatory letter notifying the homeowner why they are receiving the refund check;

b. Within 80 days of the entry of this Order, RESPONDENT will refund pending clients the amount of Seven Thousand Five Hundred Dollars and No Cents ($7,500.00) to clients JV and VM, the amount of Three Thousand Five Hundred Dollars and No Cents ($3,500.00) to client DH, the amount of Five Thousand Seven Hundred Dollars and No Cents ($5,700.00) to client JD, and the amount of Two Thousand Seven Hundred Dollars and No Cents ($2,700.00) to client AC, representing an amount equal to the amounts that the homeowners paid to RESPONDENT prior to RESPONDENT obtaining a covered service for the homeowners. The refund checks will be accompanied by an explanatory letter notifying the homeowners why they are receiving the refund check;

c. Within 120 days of the entry of this Order, RESPONDENT will refund clients that received services, but were charged upfront fees prior to RESPONDENT obtaining a covered service for the homeowners, the amount of Three Thousand Dollars and No Cents ($3,000.00) to clients RI & DI, the amount of Three Thousand Two Hundred Dollars and No Cents ($3,200.00) to clients GR & GR, the amount of One Thousand Ninety-Eight Dollars and No Cents ($1,098.00) to client LM and the amount of Three Thousand Two Hundred Dollars and No Cents ($3,200.00) to client DL. The refund checks will be accompanied by an explanatory letter notifying the homeowners why they are receiving the refund check;

d. Within 60 days of the date of each refund phase as provided in paragraphs (2) (a), (b), and (c) of this Order, RESPONDENT agrees to submit to the Division all of the following: (1) a

spreadsheet, in excel or other similar Division approved format, that provides the name, address and telephone number of each homeowner that was due a refund, the amount of refund that the homeowner was due, the date that the refund check was mailed to the homeowner, the check number and amount, and the date that the refund check was cashed by the homeowner; and (2) a copy of the front and back of the issued check and cancelled check;

e. In the event that RESPONDENT is unable to make a refund to a homeowner that is due a refund under this Order, because RESPONDENT is unable to locate the homeowner or otherwise, RESPONDENT agrees to send any such refund to the State of Nevada, Office of the State Treasurer in accordance with Nevada's unclaimed property law. Respondent agrees to submit to the Division a report providing information concerning any refund that was unable to be made to a homeowner and must be sent to the State of Nevada, Office of the State Treasurer;

f. Regardless of whether RESPONDENT was subsequently successful in obtaining a covered service for a homeowner that is due a refund under this Order, RESPONDENT agrees to not invoice, claim, demand, charge, collect, or receive the refunded amount, or any portion thereof, from the homeowner for any service whatsoever that is connected to the transactions that are the subject of this Order.

3. RESPONDENT agrees to pay the Division's investigative costs in the amount of Seven Hundred Eighty Dollars and No Cents ($780.00); and,

4. RESPONDENT agrees to pay the Division's AG and CPA Assessment in the amount of Two Hundred Fifty-Two Dollars and 40 Cents ($252.40); and,

Respondent's president, qualified-employee, and majority shareholder, Damian Falcone, having knowingly and voluntarily affixed his signature to the attached VOLUNTARY CONSENT TO ENTRY OF CONSENT ORDER, incorporated herein by this reference, has consented to the issuance of this CONSENT ORDER TO CEASE AND DESIST FROM VIOLATING NRS 645F, MAKE RESTITUTION AND PAY INVESTIGATIVE COSTS (the "Order") with the intent to be legally bound hereby, and has waived and relinquished any and all rights that Respondent may now or hereafter have to an administrative hearing in this matter or to judicial review of, or otherwise challenge or contest, the entry of this Order; and,

Respondent having had opportunity to consult with legal counsel of its choosing concerning this matter; and,

The Commissioner having determined that the terms of this ORDER are a reasonable resolution of this matter and in the public interest.

NOW, THERFORE, IT IS HEREBY ORDERED that:

1. RESPONDENT shall CEASE AND DESIST from violating NRS 645F.405.

2. RESPONDENT shall make RESTITUTION to each of the nine (9) homeowners as follows:

a. Within 40 days of the entry of this Order, RESPONDENT shall refund the amount of Three Thousand Three Hundred Twelve Dollars and No Cents ($3,312.00) to client OB, representing an amount equal to the amount that the homeowner paid to RESPONDENT prior to RESPONDENT obtaining a covered service for the homeowner. The refund check shall be accompanied by an explanatory letter notifying the homeowner why they are receiving the refund check;

b. Within 80 days of the entry of this Order, RESPONDENT shall refund pending clients the amount of Seven Thousand Five Hundred Dollars and No Cents ($7,500.00) to clients JV and VM, the amount of Three Thousand Five Hundred Dollars and No Cents ($3,500.00) to client DH, the amount of Five Thousand Seven Hundred Dollars and No Cents ($5,700.00) to client JD, and the amount of Two Thousand Seven Hundred Dollars and No Cents ($2,700.00) to client AC, representing an amount equal to the amounts that the homeowners paid to RESPONDENT prior to RESPONDENT obtaining a covered service for the homeowners. The refund checks shall be accompanied by an explanatory letter notifying the homeowners why they are receiving the refund check;

c. Within 120 days of the entry of this Order, RESPONDENT shall refund clients that received services, but were charged upfront fees prior to RESPONDENT obtaining a covered service for the homeowners, the amount of Three Thousand Dollars and No Cents ($3,000.00) to clients RI & DI, the amount of Three Thousand Two Hundred Dollars and No Cents ($3,200.00) to clients GR & GR, the amount of One Thousand Ninety-Eight and No Cents ($1,098.00) to client LM and the amount of Three Thousand Two Hundred Dollars and No Cents ($3,200.00) to client DL. The refund

checks shall be accompanied by an explanatory letter notifying the homeowners why they are receiving the refund check;

d. Within 60 days of the date of each refund phase as provided in paragraphs (2) (a), (b), and (c) of this Order, RESPONDENT shall submit to the Division all of the following: (1) a spreadsheet, in excel or other similar Division approved format, that provides the name, address and telephone number of each homeowner that was due a refund, the amount of refund that the homeowner was due, the date that the refund check was mailed to the homeowner, the check number and amount, and the date that the refund check was cashed by the homeowner; and (2) a copy of the front and back of the issued check and cancelled check;

e. In the event that RESPONDENT is unable to make a refund to a homeowner that is due a refund under this Order, because RESPONDENT is unable to locate the homeowner or otherwise, RESPONDENT shall send any such refund to the State of Nevada, Office of the State Treasurer in accordance with Nevada's unclaimed property law. Respondent agrees to submit a report providing information concerning any refund that was unable to be made to a homeowner and must be sent to the State of Nevada, Office of the State Treasurer;

f. Regardless of whether RESPONDENT was subsequently successful in obtaining a covered service for a homeowner that is due a refund under this Order, RESPONDENT shall not invoice, claim, demand, charge, collect, or receive the refunded amount, or any portion thereof, from the homeowner for any service whatsoever that is connected to the transactions that are the subject of this Order.

3. RESPONDENT shall pay to the Division it INVESTIGATIVE COSTS in the amount of Seven Hundred Eighty Dollars and No Cents ($780.00). The INVESTIGATIVE COSTS shall be due and payable within 30 days from the date of entry of this order.

4. RESPONDENT shall pay to the Division its AG and CPA ASSESSMENT in the amount of Two Hundred Fifty Two Dollars and FORTY CENTS ($252.40). The AG and CPA ASSESSMENT shall be due and payable within 30 days from the date of entry of this order.

5. This Order shall be and is effective and enforceable on the date that it is issued, as shown in the caption hereof.

6. This Order shall remain effective and enforceable until terminated, modified, set aside, or suspended in writing by the Commissioner.

7. The Commissioner specifically retains jurisdiction over the matters contained herein and has the authority to issue such further order(s) as he shall deem just, necessary, and appropriate to enforce the provisions of NRS 645F.010 *et seq.* and protect the public.

IT IS SO ORDERED.

DIVISION OF MORTGAGE LENDING

By: _____
JAMES WESTRIN, COMMISSIONER

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

Before the Commissioner of the Division of Mortgage Lending

In the Matter of: Falcon Credit Management LLC, License No.3379, Respondent.	Order No.: 2012-27

VOLUNTARY CONSENT TO ENTRY OF
COMMISSIONER'S ORDER

By affixing my signature hereto, I, DAMIAN FALCONE, in my individual capacity and as the sole officer, director and shareholder of FALCON CREDIT MANAGEMENT LLC, hereby knowingly and voluntarily, with the intent to be legally bound thereby, consent to the attached Commissioner's CONSENT ORDER TO CEASE AND DESIST FROM VIOLATING NRS 645F, MAKE RESTITUTION AND PAY ADMINISTRATIVE COSTS (the "ORDER") in this matter, and further, in consideration of the terms and conditions set forth therein:

1. I acknowledge that I have had the opportunity to retain an attorney to review this VOLUNTARY CONSENT and the attached ORDER.

2. I knowingly and voluntarily waive the right to an administrative hearing in this matter.

3. I knowingly and voluntarily waive and give up any and all right that I, or FALCON CREDIT MANAGEMENT, LLC, may now or hereafter have to administrative or judicial review concerning, or to otherwise challenge or contest, the entry of the attached ORDER.

4. I agree to fully comply with each and every provision of the attached ORDER.

5. I understand that if I fail to fully comply with each and every provision of the attached ORDER, the Commissioner retains jurisdiction to issue such further order(s) as he may deem just, necessary and appropriate in accordance with NRS 645F.

6. I, my heirs, executors, administrators, successors, and assigns, hereby releases, remises, and forever discharges the State of Nevada, the Department of Business and Industry of the State of Nevada, the Division, and each of their members, agents, attorneys (including any and all employees of the Nevada Attorney General), and employees in their individual and representative capacities, from any and all manner of actions, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever, known and unknown, in law or equity, that Respondent ever had, now has, may have, or claim to have against any or all of the persons or entities named in this section, arising out of or by reason of the Division's investigation of the Respondent, and all other matters relating thereto.

7. I hereby indemnify and hold harmless the State of Nevada, the Department of Business and Industry of the State of Nevada, the Division, and each of their members, agents, and employees, and employees of the Nevada Attorney General in their individual and representative capacities against any and all claims, suits, and actions brought against said persons and/or entities by reason of the Division's investigation of Respondent, this Voluntary Consent and attached Order, and all other matters relating thereto, and against any and all expenses, damages, and costs, including court costs and attorney fees, which may be sustained by the persons and/or entities named in this matter as a result of said claims, suits, and actions.

8. I understand and agree that this consent order will be presented to the Commissioner for approval. The Commissioner may, in his sole discretion, decide to accept or reject the consent order. If the Commissioner accepts the consent order, Respondent waives the right to a hearing in this matter and consents to the entry of the consent order. If the Commissioner does not accept the consent order, Respondent waives any objection to the Commissioner holding a formal administrative hearing and making his decision after such hearing.

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9. The Commissioner has jurisdiction and authority to accept and issue this consent order to resolve this matter.

11/20/12
Dated

DAMIAN FALCONE, Individually and
for Falcon Credit Management, LLC

Subscribed and sworn to before me on this 20th day of November, 2012.

Notary Public
In and for the county of Clark
Nevada
My commission expires Oct, 12 2016

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
MICHAEL TURNER
No: 12-9075-1
My Appointment Expires Oct. 12, 2016

CERTIFICATE OF SERVICE

I certify that I am an employee of the State of Nevada, Department of Business and Industry, Division of Mortgage Lending, and that on November 29th, 2012, I deposited in the U.S. mail, postage prepaid via First Class Mail and Certified Return Receipt Requested, a true and correct copy of the foregoing, CONSENT ORDER TO CEASE AND DESIST VIOLATING NRS 645F AND MAKE RESTITUTION AND PAY INVESTIGATIVE COSTS and the VOLUNTARY CONSENT TO ENTRY OF COMMISSIONER'S ORDER, for FALCON CREDIT MANAGEMENT LLC, addressed as follows:

Damian Falcone
Falcon Credit Management LLC
8430 West Lake Mead Blvd., Suite 106
Las Vegas, NV 89128

Certified Receipt Number: 7009 2250 0001 8861 1538

DATED this 28th day of November, 2012

By: Susan Slack
Employee of the Division