

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:

MT. OLYMPUS a/k/a MOUNT OLYMPUS,
a/k/a MT. OLYMPUS TITLE,
a/k/a MT. OLYMPUS TITLE INSURANCE,
a/k/a MT. OLYMPUS TITLE INSURANCE AGENCY, INC.,
Escrow Agency License No. UNL (unlicensed),

and

TAMRA LEE,
Escrow Agent License No. UNL (unlicensed),

Respondents.

Order No. 2019-007

Case No. 2019-007

ORDER TO CEASE AND DESIST,
ORDER IMPOSING AN ADMINISTRATIVE FINE AND INVESTIGATIVE COSTS,
AND
NOTICE OF OPPORTUNITY FOR ADMINISTRATIVE HEARING

Issued and Entered,
This 24th day of July, 2019,
By Cathy Sheehy
Commissioner

I.
ORDER TO CEASE AND DESIST AND
ORDER IMPOSING AN ADMINISTRATIVE FINE AND INVESTIGATIVE COSTS

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 645A of the Nevada Revised Statutes, 645A.010 *et seq.* ("the Statute"), and Chapter 645A of the Nevada Administrative Code, NAC 645A.005 *et seq.* ("the Regulation") (collectively, "the Act"), governing the licensing and conduct of escrow agencies and escrow agents doing business in the state of Nevada; and,

1 The Commissioner having been vested with general supervisory power and control over all
2 escrow agencies and escrow agents doing business in the state of Nevada pursuant to the Statute; and,

3 The Commissioner having been further vested with broad authority to conduct investigations to
4 determine whether any person is violating or has violated any provision of the Act; and,

5 The Division of Mortgage Lending (the "Division") having received information indicating that
6 MT. OLYMPUS a/k/a MOUNT OLYMPUS ("MT. OLYMPUS") a/k/a MT. OLYMPUS TITLE, a/k/a
7 MT. OLYMPUS TITLE INSURANCE, a/k/a MT. OLYMPUS TITLE INSURANCE AGENCY, INC.,
8 and TAMRA LEE ("LEE") (collectively, the "RESPONDENTS" or hereinafter referred to as "the
9 Company") are or were engaged in activity requiring licensure as an escrow agent or escrow agency
10 under the Statute; and,

11 The Division having commenced an investigation of RESPONDENTS' business practices
12 pursuant to NRS 645A.050(2)(c), and having determined, from that investigation, that RESPONDENTS
13 were engaged in activity requiring licensure as an escrow agent and escrow agency under the Statute;
14 and,

15 The Division staff having reported the results of its investigation to the Commissioner; and,

16 The Commissioner having reviewed the results of the investigation, makes the following
17 FINDINGS OF FACT and CONCLUSIONS OF LAW:

18 **Findings of Fact**

19 1. NRS 645A.015(1) prohibits any person from engaging in, carrying on, or holding
20 himself or herself out as engaging in or carrying on, the business of administering escrows or to act in
21 the capacity of an escrow agent or escrow agency within Nevada or with respect to any transaction
22 involving real or personal property located in Nevada without first obtaining a license as an escrow
23 agent or escrow agency issued by the Commissioner pursuant to the Statute, unless a person is properly
24 exempt from licensure.

25 2. NRS 645A.220 provides that it is unlawful for any foreign corporation to transact any
26 escrow business in Nevada unless it qualifies under chapter 80 of the Nevada Revised Statutes *and*,
27 unless exempted by NRS 645A.015, complies with the provisions of the Statute.

1 3. As defined in NRS 645A.010(1), “[b]usiness of administering escrows” or
2 “administering escrows” means the process of managing, conducting or supervising an escrow or
3 escrow-related transaction as escrow agent or escrow agency.

4 4. Subsections (7)-(9) of NRS 645A.010 define the terms “escrow,” “escrow agency,” and
5 “escrow agent” as follows:

6 7. Escrow means any transaction wherein one person, for the
7 purpose of effecting or closing the sale, purchase, exchange, transfer,
8 encumbering or leasing of real or personal property to another person or
9 persons, delivers any written instrument, money, evidence of title to real or
10 personal property, or other thing of value to a third person to be held by
11 such third person until the happening of a specified event or the
12 performance of a prescribed condition, when it is then to be delivered by
13 such third person, in compliance with instructions under which he or she is
14 to act, to a grantee, grantor, promisee, promisor, obligee, obligor, lessee,
15 lessor, bailee, bailor or any agent or employee thereof. *The term includes*
16 *the performance of the services of a construction control.*

17 8. “Escrow agency” means:

18 (a) Any person who employs one or more escrow agents; or

19 (b) An escrow agent who administers escrows on his or her own
20 behalf.

21 9. “Escrow agent” means any natural person employed by and
22 associated with an escrow agency engaged in the business of administering
23 escrows for compensation.

24 [Emphasis added.]

25 5. NRS 645A.010(7) expressly includes within the statutory definition of “escrow,” the
26 performance of the services of construction control, which pursuant to NRS 645A.010(4), has the
27 meaning ascribed to the term as provided in NRS 627.050:
28

1 **NRS 627.050 “Construction control” defined.** A “construction
2 control” is any person that engages in the control or disbursement of any
3 funds payable or paid to laborers, materialmen, material suppliers,
4 contractors, subcontractors, architects, engineers or others, for the purpose
5 of satisfying bills incurred in construction, repair, alteration or
6 improvement of any premises or that engages in the processing or approval
7 of any mechanic’s lien release, voucher or authorization for payment of a
8 labor bill, or material bill where such bill is incurred in the construction,
9 repair, alteration or improvement of any premises.

10 6. The Division’s investigation specifically found the following:

11 a. MT. OLYMPUS TITLE INSURANCE AGENCY, INC. is a Utah Domestic For-
12 Profit Corporation as reflected in the records of the Utah Secretary of State, Division of Corporations
13 (Entity No. 1424762-0142), its business address identified as 307 E. Winchester, Murray, Utah 84107,
14 and its registered agent designated as LEE, at the same address). While records of the Nevada Secretary
15 of State (“NSOS”) reflect that MT. OLYMPUS TITLE INSURANCE AGENCY, INC. may have
16 submitted to the NSOS, an undated but completed form for Qualification to do Business in Nevada
17 (pursuant to NRS Chapter 80), in which LEE was identified as the sole officer of the company, as well
18 as a form which reflects the signed acceptance for the appointment of a commercial registered agent in
19 Nevada dated January 21, 2019, upon information and belief, not one of the named RESPONDENTS
20 herein has ever obtained any state, county, or city business license to conduct or operate a business in
21 Nevada under the name of any entity named herein. LEE holds an active Resident Producer License
22 issued by the Utah Insurance Department (License No. 104198).

23 b. Neither RESPONDENT is currently and at no time relevant to this matter has
24 been licensed as an escrow agency or escrow agent in Nevada under the Statute, or as a title agent or
25 escrow officer under NRS Chapter 692A. RESPONDENTS’ applications for licenses under the Act
26 have not been granted.

27 c. On or about April 30, 2018, following the Division’s receipt of a complaint
28 advising that MOUNT OLYMPUS TITLE may be performing construction control services in Nevada

1 without having first procured licensure to do so under the Statute, Division Compliance/Audit
2 Investigator AG (“Investigator AG”) telephoned RESPONDENTS and spoke to LEE, who confirming
3 the company’s address, expressed that while she had been told by someone that a license was not
4 necessary, was willing to obtain required licensure. Investigator AG thereupon issued correspondence
5 to LEE dated April 30, 2018, in which she advised LEE that because it was the Division’s position that
6 MOUNT OLYMPUS has an open construction project within Nevada, it was acting in the capacity of a
7 construction control company for which licensure was required under the Statute. Providing the text of
8 some relevant definitional terms under the Statute, and explaining that violation of the Statute may
9 subject the offender to administrative fines, Investigator AG asked LEE to advise the Division of what
10 intentions the company had regarding application for required *escrow agency* license. Investigator AG
11 instructed that response was due on or before May 16, 2018.

12 d. On May 16, 2018, LEE informed Investigator AG that she had completed her
13 licensure application for submission and was “a few days away” from achieving compliance with the
14 education requirements. She represented that completion of the licensure process was a “top priority.”
15 When by August 1, 2018, however, despite having told Compliance/Audit Investigator DK
16 (“Investigator DK”) on July 11, 2018 that that application for licensure would be made by
17 approximately mid-July 2018, Investigator DK e-mailed LEE to state that the Division had no record of
18 RESPONDENTS’ application for licensure and thus repeated her request for explanation of the
19 company’s intent regarding licensure as an escrow agency, by August 2, 2018.

20 e. On August 2, 2018, yet to receive further response from LEE, Investigator DK
21 contacted LEE to request that she submit the license application as soon as possible or no later than
22 August 10, 2018. Investigator DK also requested that LEE describe the number of fund control
23 agreements that the company had relating to Nevada properties, with the respective addresses of each.
24 On August 7, 2018, Investigator DK repeated the Division’s need for copies of the company contracts
25 relating to its construction control activities in Nevada and confirmed the address to where licensure
26 application must be directed in Carson City, Nevada.

27 f. On August 9, 2018, in an e-mail to Investigator DK with attached correspondence
28 bearing the letterhead “MT. OLYMPUS TITLE” and signed in her stated capacity of “President”

1 thereof, LEE explained that her application for "Nevada Escrow License," as sent to the licensing
2 office, was attached. LEE, however, had submitted only a completed "Escrow Agent Application and
3 Escrow Agency Control Person Biographical Statement and Consent." Investigator DK accordingly
4 responded to ask LEE if the *company* had completed and submitted a request for licensure as an *escrow*
5 *agency*. On August 20, 2018, LEE answered that after her meeting with "council" later that day to
6 discuss this issue, she would soon advise Investigator DK. Approximately two weeks later, on
7 September 5, 2018, when no contact of her was forthcoming, Investigator DK yet again asked LEE for
8 the status of the [agency] license application, as well as for copy of the company's construction-control
9 agreement with the home builder. In the meantime, Investigator DK learned from the Division's
10 licensing office that while it had received LEE's application for an escrow agent license, it had not
11 received the company's application for an escrow agency license.

12 g. On September 7, 2018, LEE advised Investigator DK that she and her attorney
13 were still reviewing all pertinent information and considering whether or not to seek an exemption for
14 licensure under the Statute, and while stating that the company and not yet issued any title policies,
15 asked if her title and escrow services rather fell within the purview of NRS 692A, which governs title
16 insurance. LEE expressed that she had originally attempted to avoid the expense of establishing a
17 physical presence in Nevada. With regard to the contracts sought by the Division, LEE expressed that
18 she was still waiting for a final determination from the lender to release copies of the company's agent
19 agreements.

20 h. In her response to LEE on September 18, 2018, Investigator DK clarified that the
21 Division did not seek the agreement between MT. OLYMPUS and the lender, but rather the fund
22 control agreement that the company has with the contractor/homeowner. She requested that LEE
23 respond to the matter by September 21, 2018. In addition, yet again, Investigator DK informed LEE
24 that based upon the company's open construction-control project within the state of Nevada, it was
25 acting in the capacity of an unlicensed construction-control company in violation of the Statute.

26 i. Approximately one month later, on October 16, 2018, LEE emailed Investigator
27 DK and an employee from the licensing office, "LG," with an alleged attached copy of the company's
28 application for escrow agency license. She further asserted that RESPONDENTS did not have any fund

1 control agreements with any contractors or home builders. Apologizing for her delays, which she
2 attributed in part to the minimal assistance she claimed was provided by her legal counsel, she promised
3 to forward additional information to the Division soon.

4 j. LG responded to LEE on October 17, 2018, advising that she had not yet received
5 [the original] record of the escrow agency application and asked for the status of two apparently
6 deficient items, concerning which she had already asked LEE to provide on or about September 17,
7 2018. LEE then informed LG that she realized she was “doing this a bit backwards, and in the wrong,
8 order,” and claimed that because she “did not have accurate information from the beginning,” she was
9 “playing catch up.” She asserted that the original package had been mailed with a check for required
10 fees.

11 k. On October 18, 2018, Investigator DK asked LEE, as subject of a *fourth* effort,
12 for copies of “any and all closed/open/pending/cancelled construction control agreements” LEE
13 possessed related to Nevada property. Investigator DK requested response on or before October 19,
14 2018.

15 l. Later on October 18, 2018, over 70 days from the date of Investigator DK’s
16 initial request for such information on August 2, 2018, LEE provided the Division with copies of
17 *thirteen* individual disbursement agreements between each borrower and the RESPONDENT company
18 concerning the respective amounts of the bank-lending funds available for the construction of each
19 residential dwelling in Nevada, to be deposited with “MOUNT OLYMPUS,” “MT. OLYMPUS,” or
20 “MT. OLYMPUS TITLE,” the alternatively identified “Title/Agent/Disbursing Agent” stated
21 responsible for controlling and disbursing payments from each escrow account to the contractors,
22 subcontractors, and material suppliers throughout the construction process associated with each project.
23 As reflected in these agreements, the residential construction purposes for which all loan proceeds were
24 obtained, were for the building of homes situated on properties located in four different counties in
25 Nevada, the respective construction funds required for deposit with the named Title/Agent/Disbursing
26 Agent ranging from \$332,500.00 to \$4,461,921.01. Adjacent to the signature block on all individual,
27 thirteen disbursement agreements, was a business stamp bearing the indicia: MT OLYMPUS TITLE
28 307 EAST WINCHESTER MURRAY, UT 84017. The dates on which the thirteen provided

1 disbursement agreements were signed by respective borrowers extend from the specified date of
2 December 13, 2017 through August 20, 2018.

3 m. LEE expressed to Investigator DK on October 18, 2018, that the agreements she
4 submitted to the Division were the only open disbursement agreements the company had in place on
5 Nevada property and that there were no pending agreements. She further represented that the
6 company's services are not retained until the day the loan closes and that the document is signed by the
7 owner/borrower at the time of closing. She stated that the company possesses neither any cancelled
8 agreements nor closed agreements.

9 n. On October 19, 2018, the Division received the company's original copy of its
10 application for licensure as an escrow agency in Nevada, in which RESPONDENTS identified the
11 proposed entity name thereof as "Mt. Olympus Title – NV Disbursement Agent Division" with the main
12 address of 3430 E. Russell Road, Suite 301, Las Vegas, Nevada 89120, and mailing address of 307 E.
13 Winchester, Murray, UT 84107. RESPONDENTS also submitted the Clark County, Nevada form
14 entitled "Certificate of Business: Fictitious Firm Name" ("fictitious-name form") in which it specified
15 the fictitious firm name of "Mt. Olympus Title – NV Disbursement Agent Division" with the same
16 associated addresses. Both the application for escrow agency license and fictitious-name form were
17 signed by LEE, who in the fictitious-name form identified herself as the President of Mt. Olympus Title
18 Insurance Agency, Inc., a Utah corporation.

19 o. While in her e-mail to LEE on September 5, 2018, Investigator DK offered to
20 contact LEE'S attorney should LEE permit, it was not until January 10, 2019, that LEE authorized
21 Division contact of, and discussion with RESPONDENTS' legal counsel regarding the matter. In the
22 meantime, on January 14, 2019, LG sent an e-mail to LEE (as copied to RESPONDENTS' Utah
23 attorney), to provide notification that the deficiencies she had previously informed LEE concerning both
24 the licensure applications for escrow agent *and* escrow agency in Nevada had yet to be corrected. LG
25 thus advised that the instant notice constituted *final notice*, warning that unless the requested items were
26 received by 2:00 p.m. on January 31, [2019], the application[s] would be deemed abandoned. One
27 hour and 15 minutes following expiration of the stated deadline, at 3:45 p.m., RESPONDENTS'
28 attorney informed LG that LEE was still working to complete her continuing education, bonding, and

1 other requirements. He asked if there was any way in which the matter could be kept “live” and not
2 abandoned.

3 p. On February 1, 2019, LG extended the deadline for Division receipt of all
4 required information to February 15, 2019, which would be the *last extension* granted. Thereafter,
5 attributing the delay to failure to complete her continuing-education credits, LEE asked LG if she failed
6 to meet the new deadline, and her application was abandoned, if she would forfeit her application fees.
7 LG answered that failure to timely submit all required items would result in forfeiture of all fees.

8 q. On February 13, 2019, just two days before expiration of the most recently stated
9 deadline, RESPONDENTS’ attorney asked LG if the Division was required to approve
10 RESPONDENTS’ intended NSOS filing before submitting it to the NSOS. LG replied that the
11 Division does not approve the NSOS filing.

12 r. On February 15, 2019, RESPONDENTS’ attorney provided only some of the
13 required information to LG with explanations for the failures to submit the remainder. He asked LG to
14 confirm if LEE could obtain her escrow agent license pending approval of an escrow agency license.

15 s. On February 20, 2019, after updating Investigator DK concerning the status of
16 the matter and describing the still-missing, but required items for the licensure sought by
17 RESPONDENTS, LG informed RESPONDENTS’ attorney that because she had not received the
18 necessary information needed to proceed with the applications for escrow agent and escrow agency
19 licenses, both applications were deemed abandoned. She explained that LEE’S application for escrow
20 agent license could not be approved without being associated with an *already-licensed* escrow agency in
21 Nevada.

22 7. RESPONDENTS engaged in, carried on, or held themselves out as engaging in or
23 carrying on the business of administering escrows or acting in the capacity of an escrow agent and
24 escrow agency within the meaning of NRS 645A.015 and NRS 645A.010(1),(7), (8) and (9), when for
25 the purpose of performing the services of a construction control as provided in NRS 645A.010(5) and
26 NRS 627.050, contracted with borrowers (in effectuating or closing a bank loan between the borrower
27 and the lender for the construction of a residential dwelling on Nevada property) for RESPONDENTS’
28 disbursement of the loan funds payable to contractors, subcontractors, and material suppliers throughout

1 the construction process associated with numerous building projects. From approximately December
2 13, 2017 through August 20, 2018, as reflected in the thirteen "Disbursing Agreements" which LEE
3 provided to the Division, RESPONDENTS engaged in at least thirteen construction-control transactions
4 or services in which they agreed to conduct, or did conduct the services of a construction control with
5 respect to the construction of thirteen Nevada residential properties within the meaning of the Statute.
6 Notably, at least five of such Disbursing Agreements were entered into by RESPONDENTS after, and
7 accordingly in complete *disregard of*, Investigator DK's original instruction to LEE on April 30, 2018
8 (stating that because the company appeared to be engaged in the activities of construction control under
9 the Statute, licensure was required), and *despite* LEE'S express representation that she would quickly
10 seek to obtain required licensure.

11 8. RESPONDENTS engaged in activities and conduct which require licensure as an escrow
12 agent and escrow agency under the Statute and are not exempt from licensure under the Statute.

13 9. Any finding of fact that may be deemed a conclusion of law shall be so construed.

14 Conclusions of Law

15 10. Unless otherwise exempt, it is a violation of NRS 645A.015(1) for any person to offer or
16 provide any of the services of an escrow agent or escrow agency or to engage in, carry on, or hold
17 himself or herself out as engaging in or carrying on, the business of administering escrows or to act in
18 the capacity of an escrow agent or escrow agency within Nevada or with respect to any transaction
19 involving real or personal property located in Nevada, without first obtaining the applicable license
20 pursuant to the Statute.

21 11. Notwithstanding RESPONDENTS' attempts to submit proper application for licensure
22 as an escrow agent and escrow agency in Nevada, or pending licensure determination by the
23 Commissioner, by providing or offering to provide the services of an escrow agent and escrow agency
24 without having first obtained the applicable licenses under the Statute, and not being exempt from the
25 licensure requirements, RESPONDENTS are in violation of NRS 645A.015(1).

26 12. NAC 645A.350 vests in the Commissioner the authority to order a person engaging in
27 activity in violation of the Statute or the Regulation to immediately cease and desist from engaging in
28 the activity.

1 OLYMPUS TITLE INSURANCE, a/k/a MT. OLYMPUS TITLE INSURANCE AGENCY, INC., and
2 TAMRA LEE, the Division's INVESTIGATIVE COSTS in the amount of \$2,940.00, in accordance
3 with NRS 622.400. The INVESTIGATIVE COSTS shall be due and payable on the 30th day following
4 the effective date of this Order and shall be tendered to the Division with the ADMINISTRATIVE
5 FINE in accordance with the attached wire transfer instructions.

6 IT IS FURTHER ORDERED that an administrative hearing shall be scheduled in this matter
7 only if RESPONDENTS timely request an administrative hearing in accordance with the instructions
8 set forth in Section II of this Order entitled Notice of Opportunity for an Administrative Hearing. **If no**
9 **administrative hearing is requested within 20 calendar days of the effective date of this ORDER,**
10 **RESPONDENTS shall be deemed to have waived and relinquished the right to an administrative**
11 **hearing in this matter and a FINAL ORDER shall be issued in this matter.**

12 IT IS FURTHER ORDERED that this Order shall be and is effective and enforceable on the
13 date that it is issued and entered, as shown in the caption hereof.

14 IT IS FURTHER ORDERED that this Order shall remain effective and enforceable until
15 terminated, modified, set aside, or suspended in writing by the Commissioner.

16 IT IS FURTHER ORDERED that the Commissioner specifically retains jurisdiction over the
17 matters contained herein and has the authority to issue such further order(s) as the Commissioner shall
18 deem just, necessary, and appropriate to enforce NRS 645A and NAC 645A and protect the public.

19 IT IS SO ORDERED.

20 DIVISION OF MORTGAGE LENDING

21 
22 By: 
23 Cathy Sheehy, Commissioner

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II.
NOTICE OF OPPORTUNITY FOR ADMINISTRATIVE HEARING

The following provisions of the Nevada Revised Statutes and Nevada Administrative Code are relevant to the right to hearing in this matter:

NAC 645A.350 Orders to cease and desist from certain activities.

1. If a person engages in an activity in violation of the provisions of this chapter or chapter 645A of NRS or an order of the Commissioner, the Commissioner may issue an order to the person directing the person to cease and desist from engaging in the activity.

2. The order to cease and desist must be in writing and must state that, in the opinion of the Commissioner, the person has engaged in an activity:

(a) For which the person has not received a license as required by this chapter or chapter 645A of NRS; or

(b) In a manner that violates the provisions of this chapter or chapter 645A of NRS or an order of the Commissioner.

3. A person who receives an order to cease and desist pursuant to this section shall not engage in any activity governed by this chapter or chapter 645A of NRS after receiving the order unless the order is suspended or rescinded.

4. Not later than 20 calendar days after receiving an order pursuant to this section, the person who receives the order may file a verified petition with the Commissioner to request a hearing. Upon receipt of the verified petition, the Commissioner may, for good cause shown, suspend the order pending the hearing. The Commissioner will hold the hearing on a date not later than 30 calendar days after the date the petition is filed unless the Commissioner and the person agree to another date. The order to cease and desist is rescinded if the Commissioner fails to:

(a) Hold a hearing:

(1) Not later than 30 calendar days after the date the petition is filed;

or

(2) On a date agreed to by the Commissioner and the person; or

(b) Render a written decision within 45 days after the date the hearing is concluded.

5. The decision of the Commissioner after a hearing is a final decision of the Commissioner for the purposes of judicial review.

NAC 645A.365 Notice of and hearing on certain orders of Commissioner; entry of final order; appeal of final order taking disciplinary action.

1. If the Commissioner enters an order taking any disciplinary action against a person, denying a person's application for a license . . . the Commissioner will cause a written notice of the order to be served personally or sent by certified mail or telegram to the person.

2. Unless a hearing has already been conducted concerning the matter, the person, upon application, is entitled to a hearing. If the person does not make such an application within 20 days after the date of the initial order, the Commissioner shall enter a final order concerning the matter.

1 3. A person may appeal a final order of the Commissioner taking any
2 disciplinary action against the person in accordance with the provisions of
chapter 233B of NRS that apply to a contested case.

3 **NRS 233B.121 Notice of hearing in contested case; contents of notice;**
4 **representation by counsel; opportunity to respond and present evidence and**
5 **argument; fees and mileage for witnesses; informal disposition; voluntary**
6 **surrender of license in contested case deemed disciplinary action; contents of**
7 **record; transcriptions; findings of fact.**

8 1. In a contested case, all parties must be afforded an opportunity for hearing
9 after reasonable notice.

10 2. The notice must include:

11 (a) A statement of the time, place and nature of the hearing.

12 (b) A statement of the legal authority and jurisdiction under which the hearing
13 is to be held.

14 (c) A reference to the particular sections of the statutes and regulations
15 involved.

16 (d) A short and plain statement of the matters asserted. If the agency or other
17 party is unable to state the matters in detail at the time the notice is served, the
18 initial notice may be limited to a statement of the issues involved. Thereafter, upon
19 application, a more definite and detailed statement must be furnished.

20 3. Any party is entitled to be represented by counsel.

21 4. Opportunity must be afforded all parties to respond and present evidence
22 and argument on all issues involved. An agency may by regulation authorize the
23 payment of fees and reimbursement for mileage to witnesses in the same amounts
24 and under the same conditions as for witnesses in the courts of this state.

25 5. Unless precluded by law, informal disposition may be made of any
26 contested case by stipulation, agreed settlement, consent order or default. If an
27 informal disposition is made, the parties may waive the requirement for findings of
28 fact and conclusions of law.

6. The voluntary surrender of a license in a contested case shall be deemed to
constitute disciplinary action against the licensee.

7. The record in a contested case must include:

(a) All pleadings, motions and intermediate rulings.

(b) Evidence received or considered.

(c) A statement of matters officially noticed.

(d) Questions and offers of proof and objections, and rulings thereon.

(e) Proposed findings and exceptions.

(f) Any decision, opinion or report by the hearing officer presiding at the
hearing.

8. Oral proceedings, or any part thereof, must be transcribed on request of
any party. The party making the request shall pay all the costs for the transcription.

9. Findings of fact must be based exclusively on a preponderance of the
evidence and on matters officially noticed.

NRS 233B.032 "Contested case" defined.

"Contested case" means a proceeding, including but not restricted to rate making
and licensing, in which the legal rights, duties or privileges of a party are required

1 by law to be determined by an agency after an opportunity for hearing, or in which
2 an administrative penalty may be imposed.

3 **If you wish to exercise your right to an opportunity for an administrative hearing, within 20**
4 **calendar days after receiving this Order, you must file a verified petition with the Commissioner**
5 **to request a hearing.**

6 The verified petition requesting a hearing must be delivered to:

7 Division of Mortgage Lending

8 Attn: Kelley Railey

9 3300 W. Sahara Avenue, Suite #285

10 Las Vegas, Nevada 89102

11 **If you fail to timely file a verified petition to request a hearing, your right to a hearing to**
12 **contest this matter will be deemed waived and relinquished.**