

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:

AIMEE HEIDE,
Mortgage Loan Originator License No. 55453,
NMLS ID No. 145848,
Respondent.

Case No. 2023-003

**FINAL ORDER
REVOKING LICENSURE
AND
REQUIRING PAYMENT OF ADMINISTRATIVE FINES AND
INVESTIGATIVE COSTS**

Issued and Entered,
This 18th day of July, 2023,
By Cathy Sheehy,
Commissioner

WHEREAS, 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 645B of the Nevada Revised Statutes, NRS 645B.010 *et seq.* (“the Statute”), and Chapter 645B of the Nevada Administrative Code, NAC 645B.001 *et seq.* (“the Regulation”) (collectively, “the Act”) governing the licensing and conduct of mortgage agents and/or mortgage loan originators and mortgage brokers and/or mortgage companies doing business in the State of Nevada; and,

WHEREAS, on May 10, 2023, the Commissioner issued to Aimee Heide (“RESPONDENT”), NOTICE OF INTENT TO ISSUE AND ENTER FINAL ORDER REVOKING MORTGAGE AGENT LICENSURE, IMPOSING ADMINISTRATIVE FINES AND REQUIRING PAYMENT OF INVESTIGATIVE COSTS AND NOTICE OF OPPORTUNITY FOR HEARING (the “Order”) attached hereto as Exhibit 1 and incorporated herein by this reference; and,

WHEREAS, the Order further assessed upon Respondent administrative fines in the amount of \$10,000.00; and,

1 **WHEREAS**, the Order further assessed upon Respondent investigative costs in the amount
2 of \$300.00; and,

3 **WHEREAS**, the Order, advised Respondent that Respondent was entitled to an
4 administrative hearing in this matter if Respondent filed a written request for a hearing within 30 days
5 of receipt of the Order; and,

6 **WHEREAS**, Respondent failed to exercise his rights to an administrative hearing, timely or
7 otherwise; and,

8 **WHEREAS**, Respondent's mortgage loan originator license is revoked.

9 **NOW, THEREFORE**, based upon the factual findings set forth above and the files and
10 records of the Division of Mortgage Lending, **IT IS HEREBY ORDERED THAT:**

11 1. The findings of fact and conclusions of law set forth in the Order shall be and hereby
12 are found to be true and correct.

13 2. **ADMINISTRATIVE FINES AND INVESTIGATIVE COSTS** are hereby issued and
14 entered against Respondent pursuant to the Act as follows:

15 a. An **ADMINISTRATIVE FINE** in the amount of \$10,000.00 shall be and is
16 imposed upon Respondent.

17 b. Respondent is assessed the Division's **INVESTIGATIVE COSTS** in the amount
18 of \$300.00.

19 3. Respondent's mortgage loan originator license is hereby revoked.

20 4. This Final Order shall be and is effective on the date as issued and entered, as shown
21 in the caption hereof.

22 5. This Final Order shall remain in effect and fully enforceable until terminated,
23 modified, or set aside, in writing, by the Commissioner.

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EXHIBIT “1”

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2 STATE OF NEVADA
3 DEPARTMENT OF BUSINESS AND INDUSTRY
4 DIVISION OF MORTGAGE LENDING

5 Before the Commissioner of the Division of Mortgage Lending

6 In the Matter of:)
7) Case No. 2023-003
8 AIMEE HEIDE,)
9 Mortgage Agent License No. 55453,)
10 NMLS ID No. 145848,)
11 Respondent.)

12 NOTICE OF INTENT TO ISSUE AND ENTER FINAL ORDER
13 REVOKING MORTGAGE AGENT LICENSE,
14 IMPOSING ADMINISTRATIVE FINES, AND
15 REQUIRING PAYMENT OF INVESTIGATIVE COSTS
16 AND
17 NOTICE OF OPPORTUNITY FOR HEARING

18 The Commissioner of the State of Nevada, Department of Business and Industry,
19 Division of Mortgage Lending (“the Commissioner”) is statutorily charged with the
20 responsibility and authority to administer and enforce Chapter 645B of the Nevada Revised
21 Statutes, NRS 645B.010 *et. seq.* (“NRS 645B” or “the Statute”), and Chapter 645B of the
22 Nevada Administrative Code, NAC 645B.001 *et seq.* (“NAC 645B” or “the Regulation”)
23 (collectively, “the Act”), governing the licensing and conduct of mortgage brokers and/or
24 mortgage companies and mortgage agents and/or mortgage loan originators in the state of
25 Nevada; and,

26 The Commissioner is further granted general supervisory power, control, and
27 administrative enforcement authority over all mortgage brokers and/or mortgage companies
28 and mortgage agents and/or mortgage loan originators doing business in the state of Nevada
pursuant to the Act; and,

1 4. RESPONDENT'S Nevada mortgage loan originator license was most recently
2 in an "Approved-Inactive" status effective on or about December 31, 2021, until it was
3 terminated for failure to renew on or about January 1, 2022.

4 5. At all times relevant to this matter, RESPONDENT has either applied for a
5 mortgage loan originator license under the Statute or held a mortgage loan originator
6 license under the Statute and is therefore subject to the jurisdiction of the Commissioner.

7 6. A mortgage loan originator license issued under the Act expires annually on
8 December 31st, unless properly renewed by the holder of the license in accordance with
9 the requirements set forth in NRS 645B.430(1).

10 7. In addition to the conditions for licensure as provided in the Act, the
11 Nationwide Multistate Licensing System and Registry ("NMLS" or "Registry"), as
12 instructed in both its website and policy guidebooks, sets forth the requirements with
13 which all applicants for initial licensure as a mortgage company or mortgage loan
14 originator, as well as those seeking to renew existing licensure as a mortgage company or
15 mortgage loan originator, must comply in their efforts to *obtain* or *maintain* such
16 licensure.¹ Regardless of what jurisdiction-specific requirements may be applicable for
17 such purposes, among the universal obligations mandated by the NMLS, is that the
18 applicant or licensee provide and keep current the individual's identifying and contact
19 information, as well as update and correct any answers as may have changed since the
20 time of prior submissions, including those made in response to specific NMLS disclosure
21 questions related to finances and the existence of any judgments or liens which remain
22 unsatisfied, *civil litigation/judgments*, or state or federal *regulatory/administrative*
23 *agency orders or decisions* rendered against, or concerning the applicant/licensee. Indeed,
24 upon submission of any information through the Registry, the NMLS requires that the

25 _____
26 ¹See

27 <https://mortgage.nationwidelicingsystem.org/licensees/resources/LicenseeResources/NMLS%20Guidebook%20for%20L>
28 [licensees.pdf](https://mortgage.nationwidelicingsystem.org/licensees/resources/LicenseeResources/NMLS%20Guidebook%20for%20L).

1 applicant attest under penalty of perjury, that the information and statements contained
2 therein, including any other information filed contemporaneously therewith, *are true,*
3 *accurate, and complete,* and that the extent to which any information previously
4 submitted is *not amended,* such information *remains accurate and complete.* Finally,
5 when completing renewal of his or her own existing license, or as submitted on his or her
6 behalf by that person's employer or sponsoring company, the renewing individual remains
7 responsible for reviewing and confirming that all information contained in the person's
8 online NMLS records are true and accurate when he or she performs the required
9 *attestation* to the truth and accuracy thereof.

10 8. At the time of initial licensure as a mortgage loan originator, and at all times
11 thereafter, NRS 645B.430(1) requires the holder of an existing license to continue to
12 satisfy the criteria of NRS 645B.410(3), which provides in pertinent part the following:

13 Except as otherwise provided by law, the Commissioner shall
14 issue a license as a mortgage loan originator to an applicant if:

15 (a) The application is verified by the Commissioner and
16 complies with the applicable requirements of this chapter,
17 other applicable law and, if applicable, the Registry; and

18 (b) The applicant:

19 * * *

20 (2) Has never had a license or registration as a mortgage
21 agent mortgage banker, mortgage broker, mortgage
22 company, mortgage loan originator or residential
23 mortgage loan originator *revoked* in this State or any
24 other jurisdiction, or had a financial services license
25 revoked within the immediately preceding 10 years;

26 (3) Has not made a *false statement of material fact* on his
27 or her application;

28 (4) Has not *violated any provision of this chapter* or
chapter 645E of NRS, *a regulation adopted pursuant*
thereto or an order of the Commissioner; and

(5) Has *demonstrated financial responsibility, character*
and general fitness so as to command the confidence
of the community and warrant a determination that

1 (1) Is grossly negligent or incompetent in performing any act
2 for which the mortgage loan originator is required to be
licensed pursuant to the provisions of this chapter;

3 * * *

4 (2) Has made a material misrepresentation in connection with
5 any transaction governed by this chapter;

6 * * *

7 (8) Has engaged in any other conduct constituting a deceitful,
8 fraudulent, or dishonest business practice;

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10 (10) Has repeatedly violated the policies and procedures of the
11 mortgage company with whom the mortgage loan originator
is associated or by whom he or she is employed;

12 * * *

13 (12) Has violated any provision of this chapter, a regulation
14 adopted pursuant to this chapter or an order of the
15 Commissioner or has assisted or offered to assist another
16 person to commit such a violation.

17 * * *

18 11. For the purposes of NRS 645B.670, NAC 645B.505(3)(d)(2) expresses that a
19 mortgage agent commits a violation if the mortgage agent “[h]as a license or registrations
20 as a mortgage agent . . . or residential mortgage loan originator revoked in this State, or
21 *any other jurisdiction*, or has a financial services license suspended or revoked.”
22 (Emphasis added.)

23 12. A “[f]inancial services license or registration” is defined by NRS 645B.0119
24 to mean “any license or registration issued in this State or any other state, district or
25 territory of the United States that authorizes the person who holds the license or
26 registration to engage in any business or activity described in the provisions of this
27 chapter, title 55 or 56 of NRS or chapter 604A, 645, 645A, 645C, 645E, 645G or 649 of
28 NRS.” (Emphasis added.)

1 fraudulently altered his loan approval to show that he qualified for a higher loan amount.
2 Wulf also claims that RESPONDENT made false assurances that the loan would close,
3 and that if it did not, she would cover his financial losses.

4 17. On or about September 8, 2021, RESPONDENT originated a mortgage loan
5 for Wulf through her employer Movement, with a loan amount of \$337,250.00. However,
6 RESPONDENT sent correspondence to Wulf for a loan amount of \$403,750.00. Wulf
7 accepted the loan terms for \$403,750.00 and proceeded to sign the Mortgage Loan Offer
8 and Approval ("Loan Offer") to purchase a home located at 10304 Gibson Isle, Las Vegas,
9 Nevada, 89166.

10 18. On or about September 15, 2021, Erin Freemal ("Freemal") who is the Area
11 Market Leader for Movement and RESPONDENT'S supervisor notified Movement's
12 Legal and Solutions Team, about possible fraud concerning Wulf's loan application.
13 Movement's BSA/AML Fraud Team ("Fraud Team") immediately investigated her
14 concerns. The Fraud Team concluded that the loan amount on the Loan Offer provided by
15 RESPONDENT to Wulf had been altered. The font style and size were different for the
16 loan amount. On the original loan offer letter, the loan amount Wulf was approved for
17 was \$337,250.00. On the altered loan approval letter, the amount was \$403,750.00. In
18 addition to the font style and size being different, the version of the letter containing the
19 higher approval amount did not have the cents after the dollar amount, which is
20 customary, when the loan offers are generated from the Movement's platform, PCL.

21 19. On or about September 16, 2021, RESPONDENT admitted to her employer,
22 Movement that she altered the loan approval letter. RESPONDENT stated she was "in a
23 bad way and that she was trying anything she could do to save" Wulf's loan. Her
24 admission resulted in her termination from her employment with Movement. She did not
25 report this discharge/termination from Movement in NMLS.

26 20. On or about September 20, 2021, Movement reached out to Wulf to discuss
27 what occurred with his loan and offered to reimburse his earnest money deposit and costs
28 associated with his loan application.

1 21. On or about September 23, 2021, Movement and Wulf entered into a
2 Settlement Agreement arising from the complaint filed by Wulf. Wulf agreed to settle
3 their dispute for \$4,475.00. Movement sent check # 264683 in the amount of \$4,475.00 to
4 Wulf on September 24, 2021.

5 22. On or about May 4, 2022, Chief Investigator Jessica Monsour ("JM") sent
6 email correspondence to Wulf inquiring about his complaint. JM requested Wulf inform
7 her if Movement has taken any action to resolve his issues and the address of the
8 property he intended to purchase.

9 23. On or about May 9, 2022, the Division sent correspondence to Movement
10 requesting the following information regarding Wulf's complaint: (1) the complete loan
11 file,(2) credit denial letter, (3) all correspondence between Respondent or any other
12 employee of Movement and Wulf, (4) a written statement from RESPONDENT detailing
13 specific items to be addressed in her statement, and (5) a written response from
14 Movement regarding issues raised in the complaint. Movement was given a deadline of
15 May 26, 2022, to respond to the Division.

16 24. On or about May 10, 2022, Wulf responded to the Division's correspondence
17 and acknowledged that Movement had reached out to him to try and resolve his issues.
18 He mentioned that they repaid him "some" of the money he was out, but not all. He also
19 informed JM that the address of the property he was intending to purchase was 10304
20 Gibson Isle, Las Vegas, Nevada, 89166.

21 25. On or about May 12, 2022, JM sent correspondence to Wulf requesting a
22 breakdown of his expenses on this loan: cost of appraisal, cost of inspections, earnest
23 money deposited, and the amount of money Movement reimbursed to him.

24 26. On or about May 24, 2022, Wulf sent correspondence to JM with the
25 breakdown of the money refunded by Movement which was \$4,000.00 for the earnest
26 money deposit and \$475.00 for the appraisal. However, Wulf stated that he was not
27 reimbursed by Movement for the \$200.00 he spent on the inspection.

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1 JM received a response from Movement that indicated that they feel they
2 resolved this issue by (1) refunding Wulf his payments for his earnest money deposited,
3 appraisals, inspections, etc. in the amount of \$4,475.00, (2) they terminated
4 RESPONDENT from employment immediately once the issue was brought to their
5 attention, and (3) they updated their internal systems with mechanisms to prevent this
6 from happening in future transactions.

7 27. On or about June 13, 2022, the Division sent correspondence to
8 RESPONDENT requesting she provide information regarding the complaint filed by
9 Wulf. Her response was to include (1) a copy of his loan file in her possession, (2)
10 correspondence between herself, any other employee of Movement and Wulf, and (3) a
11 written statement. The written statement was to include: (1) what happened on this
12 loan, (2) a timeline for all the steps in the loan process from application to denial, (3) an
13 explanation of why Wulf was denied the loan, (4) an explanation of any earnest money
14 deposits or any other money that was reimbursed to Wulf concerning this transaction, (5)
15 a statement regarding Wulf's allegations in his complaint, and (6) why Wulf was provided
16 any type of assurance that his loan would close. RESPONDENT was given until June 23,
17 2022, to respond to the Divisions' request.

18 28. On July 7, 2022, the Division sent RESPONDENT correspondence again
19 requesting a response to their letter dated June 13, 2022. RESPONDENT was given a
20 new deadline of July 15, 2022, to respond.

21 29. On July 27, 2022, RESPONDENT responded via email correspondence to the
22 Division's correspondence. She apologized for not responding sooner stating that she had
23 been ill, and the email correspondence did not come to her main inbox. RESPONDENT
24 stated she spoke to Wulf and that he informed her that he felt pressured to file a
25 complaint against her. RESPONDENT claims that she had a miscommunication with
26 Wulf, and he stated that he withdrew his complaint. She went on to explain that
27 throughout the loan process he demanded she do anything necessary to get him the loan
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1 program he wanted. She had a personal relationship with Wulf, so she did her best to find
2 a way to get what he wanted.

3 30. On or about August 1, 2022, the Division sent correspondence to
4 RESPONDENT requesting information regarding (1) who pressured Wulf to file the
5 complaint, (2) what date did Wulf withdraw his complaint, (3) describe her relationship
6 with Wulf during the loan process until August 1, 2022, and (4) describe the actions she
7 took to get Wulf approved for a loan.

8 31. RESPONDENT responded to the Division's correspondence on August 1,
9 2022. RESPONDENT stated that in a conversation she had with Wulf on November 13,
10 2021, he informed her that Freemal pressured him to file a complaint against her in order
11 for Movement to be willing to reimburse Wulf for his expenses. RESPONDENT stated
12 that Wulf informed her twice that he withdrew his complaint, the first time was when
13 they were talking on November 13, 2021, and the second time was when they talked in
14 June 2022. RESPONDENT describes her relationship with Wulf as a personal friendship.
15 RESPONDENT described her actions with Wulf's loan as her working on trying to get the
16 underwriting approval for the loan that Wulf wanted.

17 32. On or about August 18, 2022, the Division sent correspondence to
18 RESPONDENT asking (1) if RESPONDENT resigned or was terminated from Movement
19 and what reason was given for termination, (2) was a proper loan denial provided to Wulf,
20 and (3) is she currently working as a mortgage loan originator. RESPONDENT was given
21 a deadline of August 25, 2022, to respond.

22 33. On or about September 12, 2022, the Division sent correspondence to
23 Movement asking for (1) a statement from RESPONDENT admitting to altering the Loan
24 Offer, (2) documentation regarding the termination of RESPONDENT, and (3) a copy of
25 the credit denial/withdrawal form sent to Wulf after Wulf requested a withdrawal of the
26 loan application.

27 34. On or about September 15, 2022, Movement provided the Division with a
28 statement from Freemal dated September 15, 2022, regarding RESPONDENT'S meeting

1 on September 16, 2021, to discuss Wulf's Loan Offer. At that meeting Freemal
2 remembered that RESPONDENT admitted to altering the Loan Offer, and that the
3 reason given by RESPONDENT for doing that was because RESPONDENT stated that
4 she was "in a bad place" and that she was trying to do anything she could to save Wulf's
5 loan. Movement also provided proof of RESPONDENT'S termination paperwork as well
6 as the Certification for Applicant Withdrawal dated September 7, 2021, for Wulf.

7 35. The Division sent correspondence to RESPONDENT on September 15, 2022,
8 requesting she provide clarification about the statement made by Movement that possible
9 fraud had occurred with the loan application for Wulf, the loan amount offered to Wulf
10 had been altered, there was never an approval of a loan for \$403,750.00 and that
11 RESPONDENT was terminated for cause. RESPONDENT was given a deadline of
12 September 22, 2022, to respond.

13 36. RESPONDENT did not respond by September 22, 2022, to the Division's
14 correspondence. RESPONDENT has not requested a renewal of her license for 2022.

15 37. According to NMLS records the RESPONDENT is no longer sponsored or
16 employed by a licensed mortgage company. Since RESPONDENT first became licensed in
17 Nevada, she was not licensed in any other States, when this action happened.
18 Additionally, there are no Regulatory Actions or Testing and Education Investigations
19 involving RESPONDENT uploaded to NMLS. Nor are there any noted violations in the
20 Division's database for RESPONDENT.

21 38. As a result of the Division's investigation in this matter, the following
22 violations are alleged:

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1 Division that Movement pressured Wulf to file a complaint and that the issue was a
2 miscommunication which has been resolved.

3 52. RESPONDENT engaged in deceitful, fraudulent, and dishonest practices by
4 doing the following: (1) preparing a fictitious Loan Offer, (2) altering the loan amount on
5 the Loan Offer, and (3) submitting the Loan Offer; all of these actions are a clear violation
6 of NRS 645B.670(1)(c)(8).

7 COUNT IV

8 Violation of any provision of NRS 645B by Respondent

9 53. The Division re-alleges and incorporates all foregoing facts and allegations
10 as though fully set forth therein.

11 54. RESPONDENT violated several provisions of NRS 645B as stated above in
12 Counts I through III by committing forgery when she altered the loan amount to a higher
13 loan amount than what Movement's system approved as the loan amount on the Loan
14 Offer, fraud when she prepared and submitted the Loan Offer to Wulf as a genuine.

15 55. RESPONDENT'S actions caused Wulf financial losses and exposed
16 Movement to potential legal ramifications.

17 56. RESPONDENT'S failure to exercise the reasonable skill, care and diligence
18 that a reasonably prudent mortgage loan originator in similar circumstances would have
19 undertaken to properly document and verify the accuracy of the Loan Offer, and
20 misrepresentation made in the Loan Offer violates NRS.670(1)(c)(12), and subjects
21 RESPONDENT to all administrative penalties available under the Statutes and the
22 Regulations.

23 COUNT V

24 Failure by Respondent to Command the Confidence of the Community
25 and Warrant a Determination of Honest, Fair, and Efficient Dealings

26 57. The Division re-alleges and incorporates all foregoing facts and allegations
27 as though fully set forth therein.

28 58. At the time of *initial licensure* and at all times *thereafter*, a mortgage loan
originator is required to conduct himself/herself and handle his/her business affairs in a

1 manner that continuously demonstrates the character and general fitness so as to
2 command the confidence of the community and warrant a determination that he/she will
3 operate honestly, fairly, and efficiently under the Act. See NRS 645B.430(1) and NRS
4 645B.410(3)(b)(5).

5 59. For the purposes of NRS 645B.670, NAC 645B.505(3)(d)(5) provides that a
6 mortgage agent commits a violation if the mortgage agent demonstrates a lack of
7 financial responsibility, character, and general fitness so as to lose the confidence of the
8 community and warrant a determination that the mortgage agent will not operate
9 honestly, fairly and efficiently for purposes of the Statute.

10 60. RESPONDENT'S conduct as alleged in the foregoing, and as specifically set
11 forth in Counts I through IV, above, fails to meet the above-described required standards
12 of a mortgage agent or mortgage loan originator.

13 61. RESPONDENT'S failure to conduct herself and handle her business and
14 personal affairs in a manner that commands the confidence of the community and
15 warrant the belief that she will operate honestly, fairly, and efficiently under the Act.
16 Such conduct as an applicant for a Nevada mortgage loan originator license, pursuant to
17 NRS 645B.410(3)(b)(5), as well as by a licensed mortgage agent, pursuant to
18 NAC 645B.505(3)(d)(5), constitute violations of NRS 645B.410(3)(b)(5) and NAC
19 645B.505(3)(d)(5), thereby subjecting RESPONDENT to all administrative penalties
20 available under the Act. As authorized by NRS 645B.670(1)(a)(3), NRS
21 645B.670(1)(c)(12), and NAC 645B.505(3)(d)(5), based upon RESPONDENT'S conduct as
22 illustrated in Counts I through IV, above, the Division specifically imposes upon
23 RESPONDENT, administrative fines listed below for RESPONDENT'S failures to
24 command the confidence of the community and warrant the belief that he will operate
25 honestly, fairly, and efficiently under the Act.

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1 II.
2 NOTICE OF INTENT TO ISSUE AND ENTER FINAL ORDER
3 REVOKING MORTGAGE AGENT LICENSE, IMPOSING ADMINISTRATIVE FINES
4 AND
5 REQUIRING PAYMENT OF INVESTIGATIVE COSTS

6 Based upon the factual allegations set forth in Section I, above, RESPONDENT is
7 hereby given notice that it is the intent of the Commissioner to issue and enter a final
8 order against RESPONDENT to impose as follows:

- 9 A. Revocation of RESPONDENT's mortgage agent license;
10 B. An administrative fine against RESPONDENT in the amount of
11 \$10,000.00 for violations of the Act as described in Counts I, II, III,
12 IV, and V, above; and
13 C. Investigative costs against RESPONDENT in the total amount of
14 \$300.00.

15 Prior to the issuance and entry of a final order, RESPONDENT is entitled to an
16 opportunity for administrative hearing to contest this matter if RESPONDENT timely
17 makes written application for such hearing in accordance with the instructions set forth
18 in Section III below.²

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26 ² Unless Respondent timely requests an administrative hearing, the amounts set forth herein as the intended fines,
27 costs, and the other discipline set forth herein shall become the discipline *imposed* by the Commissioner against
28 Respondent in a final order to be issued. Any negotiations or other discussions between the Division (directly or
through its legal counsel) and Respondent regarding the matter shall *not* extend the time period in which
Respondent must make the request to preserve the right to hearing.

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

- 7 3. Any party is entitled to be represented by counsel.
- 8 4. Opportunity must be afforded all parties to respond and present
9 evidence and argument on all issues involved. An agency may by
10 regulation authorize the payment of fees and reimbursement for
11 mileage to witnesses in the same amounts and under the same
12 conditions as for witnesses in the courts of this state.
- 13 5. Unless precluded by law, informal disposition may be made of any
14 contested case by stipulation, agreed settlement, consent order or
15 default. If an informal disposition is made, the parties may waive
16 the requirement for findings of fact and conclusions of law.
- 17 6. The voluntary surrender of a license in a contested case shall be
18 deemed to constitute disciplinary action against the licensee.
- 19 7. The record in a contested case must include:
- 20 (a) All pleadings, motions and intermediate rulings.
 - 21 (b) Evidence received or considered.
 - 22 (c) A statement of matters officially noticed.
 - 23 (d) Questions and offers of proof and objections, and rulings
24 thereon.
 - 25 (e) Proposed findings and exceptions.
 - 26 (f) Any decision, opinion or report by the hearing officer
27 presiding at the hearing.
- 28 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.

1 **NRS 233B.032 "Contested case" defined.**

2 "Contested case" means a proceeding, including but not restricted to
3 rate making and licensing, in which the legal rights, duties or
4 privileges of a party are required by law to be determined by an
5 agency after an opportunity for hearing, or in which an administrative
6 penalty may be imposed.

7 **If you wish to exercise your right to an opportunity for administrative**
8 **hearing, within 20 calendar days after receiving this Notice, you must file a**
9 **verified petition with the Commissioner to request a hearing. The verified**
10 **petition must be delivered to:**

11 **Division of Mortgage Lending**

12 **Attn. Jennifer Hill**

13 **3300 West Sahara Avenue, Suite #285**

14 **Las Vegas, Nevada 89102**

15 **If you fail to timely file a verified petition to request a hearing, your right**
16 **to a hearing to contest this matter will be deemed waived and relinquished and**
17 **a final order will be issued and entered in this matter.**

18 **DIVISION OF MORTGAGE LENDING**

19 **By:** 

20 **CATHY SHEEHY, COMMISSIONER**