

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:)	
)	Case No. 2024-002
VEGAS CONSTRUCTION SERVICES, LLC,)	
Escrow Agency License No. UNL.,)	
)	
and)	
)	
BRIAN A. MAYNOR,)	
Escrow Agent License No. UNL.,)	
)	
Respondents.)	

CONSENT ORDER

Issued and Entered,
This 30th day of June, 2025,
By Cathy Sheehy,
Commissioner

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

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

After the expiration of Vegas Construction Services, LLC's, a Nevada limited liability company (the "VCS"), license as an escrow agency on July 1, 2024, formerly escrow agency license number 4047, and Brian A. Maynor, an individual ("Maynor"), as an escrow agent on July 1, 2024, formerly escrow agent license number 141 (VCS and Maynor, may be referenced collectively, as the "Respondents"), in violation of NRS 645A.015(1), the Division began an examination and an investigation into the business activities of the Respondents.

1 On October 10, 2024, the Commissioner issued to the Respondents an ORDER TO CEASE AND
2 DESIST AND NOTICE OF ORDER IMPOSING AN ADMINISTRATIVE FINE AND INVESTIGATIVE
3 COSTS AND NOTICE OF OPPORTUNITY FOR HEARING (the "C&D Order").

4 Based upon the findings of an investigation conducted by the Division, the Commissioner
5 determined that the Respondents had engaged in activity and conduct that violated provisions of the Act,
6 including:

7 1. failure to permit the Division's examination of their books and records in a timely manner and
8 failure to furnish certain information and reports, including but not limited to the "manager's questionnaire,"
9 within a reasonable time during the Division's investigation in violation of NRS 645A.090(1)(i);

10 2. failure to cooperate with the Division in connection with the audits and examinations performed
11 pursuant to NRS 645F.180 in violation of NRS 645A.067 as demonstrated by the Respondents' refusal to
12 submit their annual financial statements and annual renewals in a timely manner and without deficiencies;

13 3. failure to submit financial statements in a timely matter in violation of NAC 645A.310(1)(a),
14 NRS 645A.310(1)(b) and NAC 645A.310(2), NRS 645A.090(1)(b);

15 4. failure to maintain financial solvency in violation of NRS 645A.090(1)(a) as evidenced by the
16 DIVISION'S review of the Respondent VCS annual financial statements;

17 5. failure to provide documentation upon the Division's request to establish that they maintained an
18 active surety bond in violation of NRS 645A.043(1), NRS 645A.043(2), NRS 645A.041(1), and NRS
19 645.090(1)(b); and,

20 6. failure to maintain safe conditions while servicing the public in violation of NRS 645A.140(1),
21 645A.090(1)(b),(c), as evidenced by the Respondents' lack of financial compliance, operational
22 transparency and adherence to their regulatory obligations.

23 On October 28, 2024, the Respondents filed a request for an informal conference and on November
24 21, 2024, an informal conference was held via videoconference attended by the Division staff, the Division's
25 counsel and the Respondents.

26 At the informal conference, the parties agreed that the Respondents would provide the Division with
27 all documentation needed by the Division by December 2, 2024, in order for the Division to complete its
28 examination and investigation regarding the alleged violations set forth in the C&D Order and as required

1 by the subpoena issued by the Division on September 24, 2024. Not all documentation was provided as
2 required.

3 On or about January 24, 2025, Respondents submitted to the Division an application for the "Request
4 For Approval to Close Office/Surrender License," wherein Respondents were attempting to voluntarily
5 surrender its license(s) and/or for the closing of its office ("Surrender Application"). The Surrender
6 Application was incomplete and/or was not submitted with all necessary information/documentation
7 required therein.

8 Respondents now, having conferred with the Division's counsel to resolve this matter without the
9 time and expense of a protracted evidentiary hearing, desire to resolve this matter in full pursuant to the
10 following terms:

11 1. Respondents agree to cease and desist, and/or otherwise refrain, from engaging in any
12 activity requiring licensure under the Act or the Regulation unless they have applied for and have been
13 approved for licensure by the Division;

14 2. Respondents agree to pay the Division administrative and investigative costs in the amount
15 of \$3,465.00, which will be paid over the course of six (6) months, pursuant to a payment plan ("Payment
16 Plan") as follows¹:

- 17 a. \$577.50 due on August 1, 2025;
- 18 b. \$577.50 due on September 1, 2025;
- 19 c. \$577.50 due on October 1, 2025;
- 20 d. \$577.50 due on November 1, 2025;
- 21 e. \$577.50 due on December 1, 2025;
- 22 f. \$577.50 due on January 1, 2026; and,

23 3. Respondent acknowledges that it is critical to comply with the strict requirements of the
24 deadlines for payment set forth in this agreement. Respondents agree that should it fail to timely make any
25 installment payment as provided in the Payment Plan, Respondents shall be deemed to be in breach of that
26 provision and all amounts due in the Payment Plan shall be immediately due and payable to the Division.

27
28 ¹ Should the due date fall on a Saturday, Sunday, or a holiday recognized by the State of Nevada, payment
shall be due on the first following business day.

1 Respondents agree it cannot and will not file any petition for judicial review and/or any action in any forum
2 for relief for a determination by the Division of a breach of this Paragraph and the Payment Plan.
3 Additionally, the Division may file any action necessary to recover the amounts owed under this Paragraph
4 and the Payment Plan, along with its attorneys' fees and costs for recovery of amounts owed.

5 4. Respondents may request the Division for only one extension of 30 days to pay only one of
6 the installment payments set forth in the Payment Plan. However, the Division must receive the request no
7 later than 5 business days prior to the installment deadline at issue (which does not include any grace period).
8 The Division is not required to grant such a request. In such a request, Respondents must demonstrate to the
9 satisfaction of the Division that there are extraordinary and unusual circumstances necessitating the
10 extension requested. Should such an extension be granted, the Division may provide a new payment
11 schedule to the Respondents or his counsel. If the Division grants an extension under this Paragraph, no
12 grace period will apply to the new payment date. If Respondent does not pay by the new payment date, the
13 provisions and penalties enumerated in Paragraph 3 (Page 3 Lines 23-26; Page 4, Lines 1-4) apply.

14 5. Respondents agree to fully complete the Surrender Application and provide any additional
15 information/documentation required by the Division. The Surrender Application must be filled out
16 completely and accompanied by all necessary and outstanding information/documentation required by the
17 Surrender Application and/or as otherwise requested the Division. This information/documentation
18 includes, but is not limited to:

19 a. Any and all documents confirming that all escrow accounts maintained by the
20 Respondents are closed and funds disbursed in accordance with the written contracts for the escrow
21 accounts; and

22 b. A Pipeline report which details, for each construction control account that is active at
23 the time of the execution of this Consent Order: (1) project name; (2) Client name and contact
24 information; (3) Project Address; (4) contract start and end dates; (5) current contract status and
25 estimated date of completion.

26 c. A report which details, for any construction control account which was fully
27 closed/completed on or after July 31, 2024, the following information for each account: (1) project
28 name; (2) Client name and contact information; (3) Project Address; (4) contract start and end dates;

1 (5) whether funds have been fully disbursed; and (6) if funds have been disbursed, the date of
2 contract and final disbursement of funds.

3 6. Respondents agree to provide the information/documentation enumerated in Paragraph 5
4 (Page 4 Lines 14-28, Page 5 Lines 1-2) (hereinafter referred to as the "Para. 5 Documents/Information")
5 within 30 days from the execution of this Consent Order.

6 7. Maynor agrees and acknowledges that when completing the Surrender Application and
7 providing the Para. 5 Documents/Information (supra.), and by signing the Voluntary Consent to Entry of
8 Commissioner's Consent Order (discussed infra.), Maynor is declaring under penalty of perjury that the
9 information/documentation provided is complete and true, that he has not opened any construction control
10 accounts after the issuance of the C&D Order, and further that he shall continue to cooperate with any
11 investigation/examination conducted by the Division concerning the Respondents, which includes but is not
12 limited to the timely provision of information/documents which may not otherwise be listed in Paragraph 5
13 (Page 4 Lines 14-28, Page 5 Lines 1-2).

14 8. Respondents agree to pay to the Division an administrative fine in the total amount of
15 \$150,000.00 (the "Administrative Fee"). The Administrative Fine will be held in abeyance for a period of
16 one (1) year (the "Suspended Fine") from the execution of this Final Order. The Suspended Fine is subject
17 to forfeiture during the one-year period should the Respondents fail to comply with any provision of the
18 instant Consent Order, and/or violating the C&D Order. The imposition of the Suspended Fine may be in
19 addition to any other fine or penalty authorized by law, following appropriate procedure, notice and process.

20 9. Respondents agree that the instant Consent Order and the Voluntary Consent to Entry of
21 Commissioner's Consent Order ("VCECCO"), addresses only that conduct which is specifically referenced
22 above in Paragraphs 1-6 (Pages 2, Lines 4-25 (supra.)). The Division reserves its rights to pursue other
23 disciplinary actions for any violation not addressed by this Consent Order.

24 10. Upon successful completion of the terms enumerated in above Paragraphs 3 through 8, (Page
25 3-5) as determined by the Division in its sole discretion, the Division will approve the Surrender
26 Application.

27 Respondents, having knowingly and voluntarily affixed their signature to the attached
28 VOLUNTARY CONSENT TO ENTRY OF COMMISSIONER'S CONSENT ORDER (the "Voluntary

1 Consent”), incorporated herein by this reference, have consented to the issuance of this Consent Order (“the
2 Order”) with the intent to be legally bound hereby, and having waived and relinquished any and all rights
3 that the Respondents may now or hereafter has to attend an administrative hearing in this matter or to judicial
4 review thereof, or otherwise challenge or contest, the entry of this Order; and,

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

7 NOW, THEREFORE, IT IS HEREBY ORDERED that:

8 1. Respondents shall cease and desist from engaging in any activity requiring licensure under
9 the Act or the Regulation for a period of one (1) year; and,

10 2. Respondents shall pay the Division administrative and investigative costs in the amount of
11 \$3,465.00, which will be paid to the over the course of six (6) months, pursuant to a payment plan as follows:

- 12 a. \$577.50 due on August 1, 2025;
- 13 b. \$577.50 due on September 1, 2025;
- 14 c. \$577.50 due on October 1, 2025;
- 15 d. \$577.50 due on November 1, 2025;
- 16 e. \$577.50 due on December 1, 2025;
- 17 f. \$577.50 due on January 1, 2026; and,

18 3. By signing the VCECCO, Respondent acknowledges that it is critical to comply with the
19 strict requirements of the deadlines for payment set forth in this agreement. Should Respondents fail to
20 timely make any installment payment as provided in the Payment Plan, Respondents shall be deemed to be
21 in breach of that provision and all amounts due in the Payment Plan shall be immediately due and payable
22 to the Division. By signing the VCECCO, Respondents acknowledges/agree that it cannot and will not file
23 any petition for judicial review and/or any action in any forum for relief for a determination by the Division
24 of a breach of this Paragraph and the Payment Plan. Additionally, the Division may file any action necessary
25 to recover the amounts owed under this Paragraph and the Payment Plan, along with its attorneys’ fees and
26 costs for recovery of amounts owed.

27 4. Respondents may request the Division for only one extension of 30 days to pay only one of
28 the installment payments set forth in the Payment Plan. However, the Division must receive the request no

1 later than 5 business days prior to the installment deadline at issue (which does not include any grace period).
2 The Division is not required to grant such a request. In such a request, Respondents must demonstrate to the
3 satisfaction of the Division that there are extraordinary and unusual circumstances necessitating the
4 extension requested. Should such an extension be granted, the Division may provide a new payment
5 schedule to the Respondents or his counsel. If the Division grants an extension under this Paragraph, no
6 grace period will apply to the new payment date. If Respondent does not pay by the new payment date, the
7 provisions and penalties enumerated in Paragraph 3 apply (Page 6, Lines 18-26; see also Paragraph 3 (Page
8 3 Lines 23-26; Page 4, Lines 1-4).

9 5. Respondents shall fully complete the Surrender Application and provide any additional
10 information/documentation required by the Division. The Surrender Application must be filled out
11 completely and accompanied by all necessary and outstanding information/documentation required by the
12 Surrender Application and/or as otherwise requested by the Division. This information/documentation
13 includes, but is not limited to:

14 a. Any and all documents confirming that all escrow accounts maintained by the
15 Respondents are closed and funds disbursed in accordance with the written contracts for the escrow
16 accounts; and

17 b. A Pipeline report which details, for each construction control account that is active
18 at the time of the execution of this Consent Order: (1) project name; (2) Client name and contact
19 information; (3) Project Address; (4) contract start and end dates; (5) current contract status and
20 estimated date of completion.

21 c. A report which details, for any construction control account which was fully
22 closed/completed on or after July 31, 2024, the following information for each account: (1) project
23 name; (2) Client name and contact information; (3) Project Address; (4) contract start and end dates;
24 (5) whether funds have been fully disbursed; and (6) if funds have been disbursed, the date of
25 contract and final disbursement of funds.

26 6. Respondents shall provide the information/documentation enumerated in the Para. 5
27 Documents/Information within 30 days from the execution of this Consent Order.
28

7. Maynor agrees, understands and acknowledges that when completing the Surrender Application and providing the documentation/information enumerated Para. 5 Documents/Information (supra.), and by signing the VCECCO, Maynor is declaring under penalty of perjury that the information/documentation he is providing is complete and true, that he has not opened any construction control accounts after the issuance of the C&D Order, and further that he shall continue to cooperate with any investigation/examination conducted by the Division concerning the Respondents, which includes but is not limited to the timely provision of information/documents which may not otherwise be listed in Para. 5 Documents/Information.

8. Respondents shall pay to the Division an administrative fine in the total amount of \$150,000.00 (the "Administrative Fee"). The Administrative Fine will be held in abeyance for a period of one (1) year (the "Suspended Fine") from the execution of this Consent Order. The Suspended Fine is subject to forfeiture during the one-year period should the Respondents fail to comply with any provision of the instant Consent Order, and/or violating the C&D Order. The imposition of the Suspended Fine may be in addition to any other fine or penalty authorized by law, following appropriate procedure, notice and process.

9. The Division shall reserve its rights to pursue other disciplinary actions for any violation not addressed by this Consent Order.

10. Upon successful completion of the terms enumerated in above Paragraphs 3 through 8, (Page 3-5) (*see also* Pages 6-8) as determined by the Division in its sole discretion, the Division shall approve the Surrender Application.

IT IS SO ORDERED.

DIVISION OF MORTGAGE LENDING

By:

Commissions