

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

4 Before the Commissioner of the Division of Mortgage Lending
5
6
7
8
9

10 In the Matter of:)
11) Order No. 2014- 141
12 KIRK EDWARD BRITT)
13 Mortgage Agent License No. UNL,) Case No. 2014-141
14 NMLS ID No. 350743,)
15)
16 Respondent.)
17)
18)
19)
20)
21)
22)
23)
24)
25)
26)
27)
28)

10 CONSENT ORDER
11
12
13
14

15 Issued and Entered,
16 This 14th day of August, 2015,
17 By James Westrin,
18 Commissioner
19
20
21
22
23
24
25
26
27
28

15 The Commissioner of the State of Nevada, Department of Business and Industry, Division of
16 Mortgage Lending (the "Commissioner") having been statutorily charged with the responsibility and
17 authority to administer and enforce Chapter 645B of the Nevada Revised Statutes, NRS 645B.010 *et*
18 *seq.* (the "Act"), and Chapter 645B of the Nevada Administrative Code, NAC 645B.001 *et seq.* (the
19 "Regulation"), governing the licensing and conduct of mortgage agents and mortgage brokers in the
20 state of Nevada; and,

21 The Commissioner having been vested with general supervisory power and control over all
22 mortgage agents and mortgage brokers doing business in the state of Nevada pursuant to the Act; and,

23 The Division having commenced an investigation ("Investigation") and from that investigation
24 alleged that KIRK EDWARD BRITT (hereinafter, "RESPONDENT") had engaged in activity requiring
25 licensure as a mortgage agent under the Act (the "Alleged Violations"); and,

26 The Commissioner having served upon RESPONDENT on or about December 23, 2014, an
27 Order to Cease and Desist, Order Imposing an Administrative Fine and Investigative Costs and Notice
28

1 of Opportunity for Administrative Hearing; and RESPONDENT having timely requested a Hearing in
2 this matter,

3 The Division and RESPONDENT having conferred concerning this matter and determined to
4 fully resolve this matter pursuant to the following terms:

5 1. RESPONDENT denies engaging in activity and conduct contrary to the Act or the
6 Regulation;

7 2. Notwithstanding RESPONDENT's foregoing denial, RESPONDENT agrees to CEASE
8 AND DESIST from any violation of the Act or the Regulation;

9 3. RESPONDENT agrees to pay an administrative fine (the "Administrative Fine") in the
10 amount of Four Thousand Dollars and No Cents (\$4,000.00) to the Division. RESPONDENT shall pay
11 the Administrative Fine according to the following terms:

12 a. RESPONDENT agrees to make an initial payment in the amount of \$1,000.00 no
13 later than 60 days after entry of this Consent Order ("Initial Payment Due Date").

14 b. A second payment in the amount of \$1,000.00 shall be tendered no later than 30
15 days after the Initial Payment Due Date.

16 c. A third payment in the amount of \$1,000.00 shall be tendered no later than 60
17 days after the Initial Payment Due Date.

18 d. A fourth and final payment in the amount of \$1,000.00 shall be tendered no later
19 than 90 days after the Initial Payment Due Date.

20 e. RESPONDENT may prepay the Administrative Fine in full, or in part, without
21 premium or penalty, at any time prior to the due date thereof. No interest shall accrue on the
22 Administrative Fine. If RESPONDENT prepays a portion of the Administrative Fine such that
23 subsequent payments are made earlier than required, the due dates for any remaining payment remains
24 the same. For example, if RESPONDENT pays the initial payment and second payment at the Initial
25 Payment Due Date, RESPONDENT's next required payment would be the third payment, which would
26 remain due no later than 60 days after the Initial Payment Due Date.

27 All payments shall be tendered to the Division in the form of a certified or cashier's check, made
28 payable to the Division of Mortgage Lending and delivered to the Division at 7220 Bermuda Rd., Suite

1 A., Las Vegas, Nevada. No grace period is permitted. Any installment payment not actually received
2 by the Division on or before its due date shall be construed as an event of default by RESPONDENT;

3 4. In the event of default, RESPONDENT agrees that the unpaid balance of the
4 Administrative Fine shall become immediately accelerated, and the unpaid balance, together with actual
5 and reasonable attorney's fees and costs incurred by the Division that may have been assessed, shall be
6 due in full to the Division within thirty calendar days of the date of default. Further, debt collection
7 actions for unpaid monetary assessments in this case may be instituted by the Division.
8 Notwithstanding the occurrence of an event of default, all remaining terms and conditions contained in
9 this Consent Order shall remain in full force and effect;

10 5. RESPONDENT agrees that he will not be employed by, or work in any capacity for, a
11 licensee of the Division for a period of the lesser of one (1) year from the effective date of this Consent
12 Order or until the Division licenses RESPONDENT, whichever is sooner;

13 6. At the Division's request, RESPONDENT agrees to meet with the Division in the future
14 at a mutually agreeable time and date and answer any questions the Division may have regarding the
15 matter (the "Meeting");

16 7. So long as RESPONDENT is honest and forthcoming at the Meeting, neither the
17 Division nor the Commissioner shall use any information gained at the Meeting against RESPONDENT
18 for any purpose, including, but not limited to, in consideration of a future license application or for the
19 purpose of issuing/alleging further violations of the Regulation or the Act;

20 8. This Consent Order constitutes a compromise settlement agreement of disputed
21 claims/issues, and neither this Consent Order nor any consideration provided hereunder shall be deemed
22 an admission of liability, guilt or responsibility on RESPONDENT's part; and,

23 9. RESPONDENT agrees that a Hearing is no longer needed in this matter and that counsel
24 for the Division shall notify the Hearing Officer that the matter has been resolved and may be removed
25 from his calendar.

26 10. This Consent Order along with the VOLUNTARY CONSENT TO ENTRY OF
27 CONSENT ORDER attached hereto and referenced below constitute the entire agreement among the
28 parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral or

1 written agreements and discussions. It is expressly understood and agreed that this Consent Order, or any
2 part hereof, may not be amended, modified, or waived in any respect, except through a writing, duly
3 executed by all parties.

4 RESPONDENT having knowingly and voluntarily affixed his signature to the attached
5 VOLUNTARY CONSENT TO ENTRY OF CONSENT ORDER, incorporated herein by this reference,
6 having consented to the issuance of this Consent Order with the intent to be legally bound hereby, and
7 having waived and relinquished any and all rights that RESPONDENT may now or hereafter have to an
8 administrative hearing in this matter or to judicial review of, or otherwise challenge or contest, the entry
9 of this Consent Order; and,

10 RESPONDENT having had opportunity to consult with legal counsel of his choosing
11 concerning this matter; and,

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

14 NOW, THEREFORE, IT IS HEREBY ORDERED that:

15 1. RESPONDENT shall CEASE AND DESIST from any and all violations of the Act or
16 the Regulation.

17 2. RESPONDENT shall pay to the Division the Administrative Fine pursuant to the
18 following terms and subject to the agreed upon conditions set forth above:

19 a. RESPONDENT agrees to make an initial payment in the amount of \$1,000.00 no
20 later than 60 days after entry of this Consent Order ("Initial Payment Due Date").

21 b. A second payment in the amount of \$1,000.00 shall be tendered no later than 30
22 days after the Initial Payment Due Date.

23 c. A third payment in the amount of \$1,000.00 shall be tendered no later than 60
24 days after the Initial Payment Due Date.

25 d. A fourth and final payment in the amount of \$1,000.00 shall be tendered no later
26 than 90 days after the Initial Payment Due Date.

1 All payments shall be tendered to the Division in the form of a certified or cashier's check payable to the
2 Division of Mortgage Lending and delivered to the Division at 7220 Bermuda Rd., Suite A., Las Vegas,
3 Nevada.

4 3. RESPONDENT shall not be employed by, or work in any capacity for, a licensee of the
5 Division for a period of the lesser of one (1) year from the effective date of this Consent Order or until
6 the Division licenses RESPONDENT, whichever is sooner.

7 4. The December 23, 2014 Order to Cease and Desist, Order Imposing an Administrative
8 Fine and Investigative Costs and Notice of Opportunity for Administrative Hearing is hereby
9 withdrawn.

10 5. RESPONDENT agrees to attend the Meeting with the Division at the Division's request
11 and at a mutually agreeable time and date.

12 6. So long as RESPONDENT is honest and forthcoming at the Meeting, neither the
13 Division nor the Commissioner shall use any information gained at the Meeting against RESPONDENT
14 for any purpose, including, but not limited to, in consideration of a future license application or for the
15 purpose of issuing/alleging further violations of the Regulation or the Act.

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

18 8. Nothing about this Consent Order or the matter, including, but not limited to, the
19 Alleged Violations and/or any information the Division learned through the Investigation, will be used
20 against RESPONDENT in the Division's consideration of any future application to the Division for
21 licensure by RESPONDENT.

22 9. This Consent Order fully and completely resolves the matter and all issues and/or
23 controversies related to and/or arising out the matter. As a result thereof, the Division shall not allege,
24 in any way, any further and/or different violations of the Act and/or Regulation by RESPONDENT
25 which arise out of and/or are related to the matter.

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

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

4 IT IS SO ORDERED.

5 DIVISION OF MORTGAGE LENDING

6 By: 

7 JAMES WESTRIN, COMMISSIONER

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28