



DIVISION OF REAL ESTATE
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Thursday, March 10, 2022 14:21

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ADDENDUM TO SETTLEMENT AGREEMENT AND CONSENT ORDER

EMANUEL TOUSOUNIS
NMLS ID # 1420853

WHEREAS, Emanuel Tousounis (“Respondent”), NMLS identifier number of 1420853, had previously entered into a certain Settlement Agreement and Consent Order (“Agreement”) with Participating States,

WHEREAS, the Agreement had an effective date of December 31, 2021,

WHEREAS, Respondent agrees to the addition of the Utah Division of Real Estate (“Utah-DRE”) within the definition of “Participating State” under the terms of the Agreement,

Both the Respondent and the Utah-DRE (together, “the Parties”) agree to the following:

The Parties agree to abide by all terms and conditions of the Agreement.

Respondent acknowledges the surrender of Respondent’s Utah-DRE mortgage loan originator license, which is to be backdated to match the same date of surrender as was originally agreed in Section II, Paragraph I of the Agreement.

Respondent further acknowledges that Respondent shall not apply for a new mortgage loan originator license with the Utah-DRE until after the lapse of a period of three months from the date of surrender as was originally agreed in Section II, Paragraph I of the Agreement.

The Administrative Penalty under the Agreement is hereby increased by \$1,000 to a total of \$3,000.

It is so **ORDERED**.

IN WITNESS WHEREOF, including the Agreement, and with the Parties intending to be legally bound, do hereby execute this Addendum.

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EMANUEL TOUSOUNIS

DocuSigned by:
Emanuel Tousounis
6C9212309C1B4FC...

By: _____

Emanuel Tousounis
Individually

UTAH DIVISION OF REAL ESTATE

DocuSigned by:
Kadee Wright
E946A061C825488...

By: _____

Kadee wright

Name: _____

Chief Investigator

Title: _____

3/7/2022

Date: _____

SETTLEMENT AGREEMENT AND CONSENT ORDER

Emanuel Tousounis
NMLS ID # 1420853

WHEREAS, Emanuel Tousounis (“Respondent”) is engaged in the activity of a mortgage loan originator and assigned an NMLS identifier number of 1420853.

WHEREAS, the States, Commonwealths, and/or Territories of California-DRE, Florida (individually, a “Participating State,” and collectively, the “Participating States”) have each agreed, through its respective state mortgage regulatory agency, to negotiate and enter into this Settlement Agreement and Consent Order (hereinafter referred to as the “Agreement” or “Order”).

WHEREAS, the state mortgage regulators of the Participating States (hereinafter referred to individually as a “State Mortgage Regulator,” and collectively as the “State Mortgage Regulators”) are respective members of the Conference of State Bank Supervisors (“CSBS”) and the American Association of Residential Mortgage Regulators (“AARMR”) and have agreed to address enforcement concerns with Respondent in a collective and coordinated manner, pursuant to their respective statutory authorities, and in accordance with the protocols established by the CSBS/AARMR Nationwide Cooperative Protocol for Mortgage Supervision as well as the Nationwide Cooperative Agreement for Mortgage Supervision (collectively, the “CSBS/AARMR Protocol and Agreement”). The State Mortgage Regulators and Respondent are collectively referred to herein as the (“Parties”).

WHEREAS, Respondent is licensed as a mortgage loan originator under the respective laws of each Participating State, or, where applicable, has obtained an endorsement from a Participating State to engage in loan origination activity as part of Respondent’s pre-existing authority to engage in regulated activity under a different licensing regime (“MLO Activity Endorsement”).

WHEREAS, the State Regulatory Registry LLC (“SRR”), a wholly owned subsidiary of CSBS, owns and operates the Nationwide Multistate Licensing System & Registry (“NMLS”). SRR administers pre-licensure (“PE”) and continuing education (“CE”) and Uniform State Test protocols. Title V of Public Law 110-289, the Secure and Fair Enforcement for Mortgage Licensing Act of 2008 (the “SAFE Act”), requires that

state-licensed mortgage loan originators (“MLOs”) complete PE prior to initial licensure and annual CE thereafter. In order to meet PE requirements contemplated under the SAFE Act, state-licensed MLOs must complete 20 hours of NMLS–approved education. In order to meet CE requirements contemplated under the SAFE Act, state-licensed MLOs must complete eight hours of NMLS approved education.

WHEREAS, the Mortgage Testing and Education Board (“MTEB”), which was created by SRR, has approved “Administrative Action Procedures for S.A.F.E. Testing and Education Requirements” and NMLS-Approved course providers (“AAP”), which extends administrative authority to the MTEB to investigate alleged violations of the NMLS Rules of Conduct (“ROC”). The AAP also extends administrative authority to the MTEB/SRR to investigate alleged violations of the NMLS Standards of Conduct (“SOC”), which apply to all NMLS-Approved course providers.

WHEREAS, in late 2020, MTEB obtained information concerning suspicious activity and that information identified a possible MLO education cheating scheme coordinated by and implemented through Danny Yen, d/b/a Real Estate Educational Services, an NMLS-Approved course provider that is assigned an NMLS-Approved course provider identifier number of 1405046 (“REES”). Based on that information, and pursuant to the AAP, the Investigative Review Committee (“IRC”) approved opening and pursuing an investigation into this matter.

WHEREAS, SRR’s IRC issued a memorandum report on its investigation into the REES coordinated MLO education fraud scheme. The IRC found that REES fraudulently provided course credit to MLOs who had never attended and completed REES’s eight-hour in-person CE course in Westminster, California (the “In-person Education Scheme”). The IRC also found that REES helped MLOs cheat on online PE and/or CE courses by taking those courses on behalf of those MLOs. In each of the schemes orchestrated by REES, the MLOs accepted credit for SAFE-Act-required education courses that they had either not taken or completed on their own behalf in violation of the ROC, and state and federal law (collectively, the “MLO Education Schemes”).

WHEREAS, based on the initial findings of the IRC, pursuant to the CSBS/AARMR Protocol and Agreement this matter was referred from the IRC for further investigation and possible enforcement action, and to which the CSBS Non-Depository

Supervisory Committee authorized the creation of a regulator taskforce to coordinate the multi-state investigation and enforcement activity in this matter (“REES Regulatory Taskforce”). Specifically, the REES Regulatory Taskforce adopted the work of the IRC investigation and engaged in additional investigatory work that included a demand from Respondent for a statement in writing under oath as to all the facts and circumstances concerning the MLO Education Schemes coordinated by and implemented through REES.

WHEREAS, as a result of the REES Regulatory Taskforce investigation as it pertains to Respondent, the following relevant facts and determinations were made, including, but not limited to:

- 1) That Respondent admitted being a knowing and active participant in the MLO Education Schemes coordinated by and implemented through REES;
- 2) That Respondent in fact had PE and/or CE requirements completed by REES on Respondent’s behalf in violation of federal and state law. Specifically, that Respondent had 15 PE and/or CE completed by REES on Respondent’s behalf under the In-person Education Scheme;
- 3) That by participating in the MLO Education Scheme coordinated by and implemented through REES, Respondent had in fact violated the ROC; and
- 4) That by participating in the MLO Education Scheme coordinated by and implemented through REES, Respondent violated state and federal laws concerning competing certain PE and/or CE requirements as a mandatory qualification for licensure.

WHEREAS, Respondent enters into this Agreement solely for the purpose of resolving disputes with the State Mortgage Regulators, including concerning the conduct described in this Agreement, and does not admit to or deny any wrongdoing, allegations or implications of fact and does not admit to or deny any violations of applicable laws, regulations and/or rules governing the conduct described herein. Respondent acknowledges that the State Mortgage Regulators have and maintain jurisdiction over the underlying dispute, including all matters referred to in these recitals, and therefore have the authority to fully resolve the matter.

WHEREAS, Respondent represents to the State Mortgage Regulators that Respondent will comply with Respondent’s obligations under this Agreement, and that

Respondent will hereafter continue to comply with all regulatory requirements imposed by each State Mortgage Regulator.

WHEREAS, Respondent acknowledges that the State Mortgage Regulators are relying, in part, upon Respondent's representations and warranties stated herein in making their determinations in this matter. Respondent further acknowledges that this Agreement may be revoked and the State Mortgage Regulators may pursue any and all remedies available under the law against Respondent if the State Mortgage Regulators later find that Respondent knowingly or willfully withheld information from the State Mortgage Regulators.

WHEREAS, the State Mortgage Regulators have legal authority to initiate administrative actions based on the conduct identified by the REES Regulatory Taskforce investigation as described in herein.

WHEREAS, the intention of the State Mortgage Regulators in effecting this settlement is to fully resolve the violations and misconduct described herein pertaining to Respondent's participation in the MLO Education Scheme coordinated by and implemented through REES. The State Mortgage Regulators reserve all of their rights, duties, and authority to enforce all statutes, rules, and regulations under their respective jurisdictions against Respondent regarding any mortgage loan origination activities outside the scope of this Agreement. Additionally, a State Mortgage Regulator may consider this Agreement and the facts set forth herein in connection with, and in deciding, any action, or proceeding under the jurisdiction of that State Mortgage Regulator, if the basis of such action, or proceeding is not a direct result of the specific activity identified herein; and that this Agreement may, if relevant to such action or proceeding, be admitted into evidence in any matter before a State Mortgage Regulator.

WHEREAS, Respondent hereby knowingly, willingly, voluntarily, and irrevocably consents to the entry of this Order, which is being entered pursuant to the authority vested in each State Mortgage Regulator and agrees that Respondent understands all of the terms and conditions contained herein. Respondent acknowledges that Respondent has full knowledge of Respondent's rights to notice and a hearing pursuant to the laws of the respective Participating States. By voluntarily entering into this Agreement, Respondent waives any right to notice and a hearing, and review of such hearing, and also

herein waives all rights to any other judicial appeal concerning the terms, conditions, and related obligations set forth in this Agreement. Respondent further acknowledges that Respondent has had an opportunity to consult with independent legal counsel in connection with Respondent's waiver of rights and with the negotiation and execution of this Agreement, and that Respondent has either consulted with independent legal counsel or has knowingly elected not to do so.

NOW, THEREFORE, this Agreement having been negotiated by the Parties in order to resolve the issues identified herein, without incurring the costs, inconvenience and delays associated with protracted administrative and judicial proceedings, it is by the State Mortgage Regulators listed below hereby **ORDERED**:

I. JURISDICTION

1. That pursuant to the licensing and supervision laws of the Participating States, the Participating States have jurisdiction over Respondent as described herein and may enforce the terms of this Agreement thereon unless otherwise stated in this Agreement.

II. LICENSE SURRENDER

1. *Surrender of License.* On the Effective Date of this Agreement, Respondent agrees to the surrender of Respondent's mortgage loan originator license or any MLO Activity Endorsement issued by each State Mortgage Regulator in the corresponding Participating State. This surrender will go into effect on or after the effective date of this agreement as processed and reflected through the NMLS. Respondent further agrees that Respondent will not apply for a new mortgage loan originator license or, as applicable, petition for the reinstatement of any MLO Activity Endorsement in any of the Participating States for a period of three months from the Effective Date of this Agreement. Should the Respondent apply for such a license or petition for the reinstatement of an MLO Activity Endorsement during that three-month period, that license application or MLO Activity Endorsement petition, as consented to by the Respondent herein, shall be deemed denied.

2. *New Application for Licensure.* Any time after the three-month period has lapsed from the Effective Date of this Agreement and Respondent has paid the Administrative Penalty set forth in Section III, Paragraph 1 of this Order, Respondent may apply for a new

mortgage loan originator license or, as applicable, petition for the reinstatement of an MLO Activity Endorsement in any or all of the Participating States with the understanding that each State Mortgage Regulator reserves the rights to fully investigate such application for licensure or petition for reinstatement of an MLO Activity Endorsement and may either approve or deny such application or petition pursuant to the normal process for such licensing or endorsement investigations. No license application or petition described in this paragraph will be denied solely based on the facts, circumstances, or consensual resolution provided for in this Agreement. Respondent further agrees that Respondent must satisfy the Administrative Penalty provision prior to submitting an application for a new mortgage loan originator license or, as applicable, petition for the reinstatement of an MLO Activity Endorsement.

III. ADMINISTRATIVE PENALTY

1. *Administrative Penalty.* That Respondent shall pay an Administrative Penalty of \$2,000.00 to the Participating States to be distributed equally amongst the Participating States (the “per-state payment”).
2. That in the event that Respondent fails to submit any Administrative Penalty set forth in this Agreement, in the amounts specified herein and in accordance with the applicable deadlines, or if any transfer of any monetary amount required under this Agreement is voided by a Court Order, including a Bankruptcy Court Order, Respondent agrees not to object to a Participating State submitting a claim, nor attempt to defend or defeat such authorized claim, for any unpaid amounts, including against any surety bond that Respondent may maintain in such Participating State as a condition of maintaining a license or MLO Activity Endorsement under the jurisdiction of that State Mortgage Regulator. Respondent further agrees to restrictions being placed on Respondent’s NMLS account unless and until the Administrative Penalty is paid in full.
3. That a State Mortgage Regulator may elect to have its allocation of the Administrative Penalty set forth in Paragraph 1 of this section to be applied towards the respective Participating State’s consumer relief, and/or other such alternatives authorized under the respective Participating State’s law. Should a State Mortgage Regulator elect to apply its allocation of administrative penalties in such an alternative manner, solely for the

purpose of ensuring the effective administration of payments pursuant to the terms of this Agreement, that State Mortgage Regulator shall notify the REES Regulatory Taskforce in writing of such election on or before the Effective Date of this Agreement.

IV. MORTGAGE LOAN ORIGINATOR EDUCATION

1. Prior to the submission of a new application for any new mortgage loan originator license or, as applicable, the filing of a petition for the reinstatement of an MLO Activity Endorsement in any Participating State as provided for in Section II, Paragraph 2 of this Order, the Respondent will be required to complete the following mortgage loan originator education requirements:

a. Twenty hours of NMLS approved PE, which shall consist of 14 hours of federal law curriculum, three hours of ethics curriculum, and three hours of non-traditional mortgage lending curriculum. None of these 20 hours of PE may be state-specific curriculum; and

b. Eight hours of CE, which shall consist of four hours of federal law curriculum, two hours of ethics curriculum, and two hours of non-traditional mortgage lending curriculum. None of these eight hours of CE may be state-specific curriculum.

2. Respondent may not take any of the PE or CE provided for in Paragraph 1 of this Section in an online self-study format (“OSS”).

3. For a period three years from the Effective Date of this Order, Respondent shall be required to complete any additional required PE and/or CE in a format other than OSS.

V. ENFORCEMENT

1. *General Enforcement Authority:* That the terms of this Agreement shall be enforced in accordance with the provisions, terms and authorities provided in this Agreement and under the respective laws and regulations of each Participating State.

2. *No Restriction on Existing Examination and Investigative Authority.* That this Agreement shall in no way preclude any State Mortgage Regulator from exercising its examination or investigative authority authorized under the laws of the corresponding Participating State in the instance a determination is made wherein Respondent is found not to be adhering to the requirements of the Agreement, other than inadvertent and isolated

errors that are promptly corrected by Respondent, or involving any unrelated matter not subject to the terms of this Agreement. The Parties agree that the failure of Respondent to comply with any term or condition of this Agreement with respect to a particular State shall be treated as a violation of an Order of the State and may be enforced as such. Moreover, Respondent acknowledges and agrees that this Agreement is only binding on the State Mortgage Regulators and not any other Local, State or Federal Agency, Department or Office.

4. *Information Requests.* This Agreement shall not limit Respondent's obligations, as a licensee of the State Mortgage Regulators, to cooperate with any examination or investigation, including but not limited to, any obligation to timely provide requested information or documents to any State Mortgage Regulator.

5. *Revocation of License.* To the extent the Respondent engages in similar activity that was the basis for this Agreement, Respondent affirmatively consents to the immediate revocation of any impacted mortgage loan originator license. Respondent further agrees to waive his or her right to a hearing, and to any reconsideration, appeal, or other rights which may be afforded to contest the revocation of the impacted mortgage loan originator license under this provision.

VI. GENERAL PROVISIONS

1. *Effective Date.* That this Agreement shall become effective upon execution by all of the State Mortgage Regulators for the Participating States and when posted on the NMLS (the "Effective Date").

2. *Public Record.* That this Agreement shall become public upon the Effective Date.

3. *Binding Nature.* The provisions of this Agreement shall remain effective and enforceable except to the extent that, and until such time as, any provisions of this Agreement shall have been modified, terminated, suspended, or set aside, in writing by mutual agreement of the State Mortgage Regulators, collectively, and Respondent.

4. *Standing and Choice of Law.* That each State Mortgage Regulator has standing to enforce this Agreement in the judicial or administrative process otherwise authorized under the laws and regulations of the corresponding Participating State. Upon entry, this Agreement shall be deemed a final order of each respective State Mortgage Regulator

unless adoption of a subsequent order is necessary under the laws of the corresponding Participating State. In the event of any disagreement between any State Mortgage Regulator and Respondent regarding the enforceability or interpretation of this Agreement and compliance therewith, the courts or administrative agency authorized under the laws of the corresponding Participating State shall have exclusive jurisdiction over the dispute, and the laws of the Participating State shall govern the interpretation, construction, and enforceability of this Agreement.

5. *Adoption of Subsequent Orders to Incorporate Terms.* That a State Mortgage Regulator, if deemed necessary under the laws and regulations of the corresponding Participating State, may issue a separate administrative order to adopt and incorporate the terms and conditions of this Agreement. A State Mortgage Regulator may *sua sponte* issue such subsequent order without the review and approval of Respondent provided the subsequent order does not amend, alter, or otherwise change the terms of the Agreement. In the event a subsequent order amends, alters, or otherwise changes the terms of the Agreement, the terms of the Agreement, as set forth herein, will control.

6. *Privilege.* That this Agreement shall not constitute a waiver of any applicable attorney-client or work product privilege, confidentiality, or any other protection applicable to any negotiations relative to this Agreement.

7. *Titles.* That the titles used to identify the paragraphs of this Agreement are for the convenience of reference only and do not control the interpretation of this Agreement.

8. *Final Agreement.* That this Agreement is the final written expression and the complete and exclusive statement of all the agreements, conditions, promises, representations, and covenants between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements, negotiations, representations, understandings, and discussions between and among the Parties, their respective representatives, and any other person or entity, with respect to the subject matter covered herein, excepting therefrom any proceeding or action if such proceeding or action is based upon facts not presently known to a State Mortgage Regulator. The Parties further acknowledge and agree that nothing contained in this Agreement shall operate to limit a State Mortgage Regulator's ability to assist any other Local, State or Federal Agency, Department or Office with any investigation or prosecution, whether administrative, civil

or criminal, initiated by any such Agency, Department or Office against Respondent or any other person based upon any of the activities alleged in these matters or otherwise.

9. *Waiver.* That the waiver of any provision of this Agreement shall not operate to waive any other provision set forth herein, and any waiver, amendment and/or change to the terms of this Agreement must be in writing signed by the Parties.

10. *Costs.* That except as otherwise agreed to in this Agreement, each party to this Agreement will bear its own costs and attorneys' fees associated with this enforcement action.

11. *Notices.* That any notice to Respondent and/or the State Mortgage Regulators required or contemplated by this Agreement shall be delivered, if not otherwise described herein, by electronic copy to Respondent through the NMLS, or similar contact system, and to the State Mortgage Regulators by direct written notification.

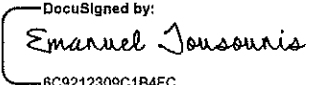
12. *Counterparts.* That this Agreement may be executed in separate counterparts, by facsimile or by PDF. A copy of the signed Agreement will be given the same effect as the originally signed Agreement.

13. That nothing in this Agreement shall relieve Respondent of Respondent's obligation to comply with applicable State and Federal law.

It is so **ORDERED**.

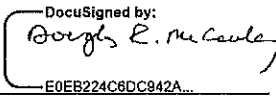
IN WITNESS WHEREOF, in consideration of the foregoing, including the recital paragraphs, and with the Parties intending to be legally bound, do hereby execute this Agreement.

Emanuel Tousounis

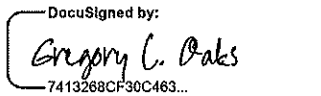
By:  Emanuel Tousounis
Individually

DocuSigned by:
Emanuel Tousounis
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California Department of Real Estate:

By: 
Name: Douglas R. McCauley
Title: Commissioner
Date: 12/8/2021

Florida Office of Financial Regulation:

By: 
Name: Gregory C. Oaks
Title: Director of Consumer Finance
Date: 12/14/2021

ORDER

The Commission and the Director approve and adopt all terms and conditions of the foregoing Settlement Agreement and Consent Order and Addendum to Settlement Agreement and Consent Order (collectively referred to as the "Agreement") of the Division of Real Estate (the "Division") and Emanuel Tousounis ("Respondent"). Based upon the foregoing Agreement and for good cause appearing, the Commission and the Director order that, in lieu of the filing of a Petition and the holding of a hearing in this matter:

- a. Respondent shall pay a civil penalty of One Thousand Dollars (\$1,000.00) to the Division of Real Estate (the "Division") within ninety (90) days from the date that the Commission and the Director sign the final order in this matter.
- b. In addition to payment of the civil penalty, Respondent acknowledges the surrender of Respondent's mortgage loan originator license, which is to be backdated to match the same date of surrender as was originally agreed in Section II, Paragraph I of the Agreement. Respondent further acknowledges that Respondent shall not apply for a new mortgage loan originator license with the Division until after the lapse of a period of three months from the date of surrender as was originally agreed in Section II, Paragraph I of the Agreement.
- c. If Respondent fails to comply in full with the terms of this stipulated order by the deadline(s) stated, Respondent's license shall immediately and without further notice be suspended pursuant to Utah Code Ann. § 61-2c-402(3)(b) until such time as Respondent complies in full with the terms of this Order.

- d. If Respondent fails to pay the civil penalty within 90 days, the Division may begin a collection process to collect any remaining balance owed pursuant to Utah Code Ann. § 61-2c-402(3)(b).
- e. Pursuant to the provisions of Utah Code Ann. § 78B-5-205 and Rule 58A of the Utah Rules of Civil Procedure, Respondent specifically now and hereafter authorizes entry of Judgment against Respondent for the unpaid balance owing to the Division (“Judgment Amount”). Respondent hereby admits, agrees and acknowledges that the Judgment Amount will be justly due to the Division by virtue of Respondent’s material failure to timely pay the civil penalty as set forth herein.
- f. In confessing judgment, Respondent hereby agrees and authorizes that the judgment may be immediately entered against Respondent, less any sums paid to the Division after the date hereof, should Respondent fail to comply with the terms set forth in the Order.
- g. Respondent’s automatic confession of judgment is unconditional and irrevocable and shall be binding.
- h. If Respondent fails to comply in full with the terms of the Order by the deadline(s) stated herein, the Division may bring an action to enforce this Stipulation and Order, may begin a collection action, or both.

This order shall be effective on the signature date below.

Dated this 10 day of March, 2022.

UTAH RESIDENTIAL MORTGAGE
REGULATORY COMMISSION

JEFF ENGLAND, CHAIR

G. SCOTT GIBSON, VICE CHAIR

GEORGE P. RICHARDS

KAY R. ASHTON

ALLISON OLSEN

The undersigned concurs with the foregoing order this 10 day of March,
2022.



JONATHAN C. STEWART, DIRECTOR
DIVISION OF REAL ESTATE

Motion to sign on behalf of
Commission / Board.
Signing on behalf of
Commission / Board.



Name: Jonathan Stewart
Division / Acting Director

DEPARTMENT OF COMMERCE
DIVISION OF REAL ESTATE
JONATHAN C. STEWART, DIRECTOR
P.O. BOX 146711
160 EAST 300 SOUTH
SALT LAKE CITY, UTAH 84114-6711
Telephone: (801) 530-6747



DIVISION OF REAL ESTATE
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Tuesday, May 17, 2022 10:18
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BEFORE THE DIVISION OF REAL ESTATE OF
THE DEPARTMENT OF COMMERCE
OF THE STATE OF UTAH

IN THE MATTER OF
**NICKI ANN PACE, also known as
NICKI JENKINS**

Respondent.

FINDINGS OF FACT, CONCLUSIONS OF
LAW, AND ORDER

Division Case No. MG-20-123659
Docket No. MG-2022-001

The Utah Division of Real Estate (Division) brought allegations against Nicki Ann Pace (Respondent) based upon information and belief arising out of an investigation conducted by the Division under its authority as set forth in Utah Code § 61-2c-401. An informal disciplinary hearing was held before the Utah Mortgage Regulatory Commission (Commission) and the Director of the Division (Director) on May 4, 2022. The Division was represented by Assistant Attorney General Sandy Margulies. Respondent appeared and represented herself. The Director, pursuant to a grant of authority from the Commission and on its behalf, now enters the following findings of fact, conclusions of law, and order.

FINDINGS OF FACT

Having heard the testimony and evidence in this matter, the Director and Commission make the following findings of fact:

1. Respondent was licensed as a mortgage loan originator on March 1, 2017, license number 4933772. Her license was renewed annually until it expired December 31, 2021.

2. In 2018, Respondent and her husband at the time were building a home. Respondent's uncle loaned Respondent and her husband money to partially fund the building project.

2. On December 9, 2020, Respondent pleaded no contest in case number 201700080 (4th District Court, Millard County, Utah) to forgery, a class A misdemeanor. Among other conditions, Respondent was sentenced to serve 364 days in jail (suspended) and was ordered to complete 40 hours of community service.

3. As the factual basis for Respondent's plea of no contest to the charge of forgery in case number 201700080, Applicant admitted that she forged the signatures on lien waivers of a number of contractors who had provided services for the building of Respondent's home.

4. In Respondent's application for renewal of her mortgage loan originator's license for 2021, Applicant answered "No" to question (H)(1) Have you ever been convicted of or plead guilty or nolo contendere ("no contest") in . . . court to committing or conspiring to commit a misdemeanor involving: . . .(vii) forgery . . .?"

5. First Cause of Action. At all relevant times, Utah Code Ann. § 61-2c-205(4)(a)(i)(B) provided that "A licensee shall notify the division by sending the division a signed statement within 10 business days of a conviction of, or the entry of a plea in abeyance to . . . a misdemeanor involving . . . fraud, a false statement or omission, . . . or forgery."

6. Respondent did not notify the division within 10 days of her conviction in case number 201700080.

7. Second Cause of Action. At all relevant times, Utah Code Ann. § 61-2c-301(1)(h) provided “A person transacting the business of residential mortgage loans in this state may not make false representations to the division, including in a licensure statement[.]”

8. Respondent made a false representation to the division when she answered “No” to question (H)(1) in her application to renew her license for calendar year 2021.

9. Third Cause of Action. At all relevant times, Utah Code Ann. § 61-2c-301(2)(b)(ii)(A) provided “Regardless of whether the crime is related to the business of residential mortgage loans, it is a violation of this chapter for a licensee . . . to plead guilty or nolo contendere to any of the following involving fraud, misrepresentation, theft, or dishonesty: a class A misdemeanor; . . .”

10. In pleading no contest to forgery, a class A misdemeanor in case number 201700080, Respondent pleaded nolo contendere to a class A misdemeanor involving fraud or misrepresentation.

11. At the hearing, Respondent testified that the lien waivers were never presented to her uncle and were not relied on by him. She stated that her uncle had been repaid in full for the funds loaned to build the home. She also testified that her uncle had paid the retainer for the legal fees incurred in defending her from criminal charges in case number 201700080.

12. The Commission finds as an aggravating factor the serious nature of the charge of forgery to which Respondent pleaded no contest in case number 201700080.

13. The Commission finds as mitigating factors Respondent’s personal relationship with the lender (her uncle), the testimony that her uncle was repaid in full funds loaned to build her house, and that Respondent’s uncle helped to fund the cost of her legal defense in case number 201700080.

CONCLUSIONS OF LAW

Based upon consideration of the findings of fact as herein outlined, the Director and Commission make the following conclusions of law.

1. First Cause of Action. Respondent's failure to notify the division within 10 days of her conviction in case number 201700080 is a violation of Utah Code Ann. § 61-2c-205(4)(a)(i)(B).
2. Second Cause of Action. Respondent made a false representation to the division when she answered "No" to question (H)(1) in her application to renew her license for calendar year 2021 which is a violation of Utah Code Ann. § 61-2c-301(1)(h).
3. Third Cause of Action. In pleading no contest to forgery, a class A misdemeanor in case number 201700080, Respondent violated Utah Code Ann. § 61-2c-301(2)(b)(ii)(A).
4. The Commission and the Director further conclude that Utah Code § 61-2c-402 allows them to impose a civil penalty of up to \$5,000 for each violation and to restrict Respondent's license.
5. After thoroughly considering the relevant factors in determining the appropriate civil penalty to be assessed for these violations, the Commission and the Director conclude that Respondent should be assessed a total civil penalty of \$1,000 which includes \$500 each for violations in causes of action one and two, and that for the violation in the third cause of action, Respondent should be restricted from applying for licensure as a mortgage loan originator for a minimum of three years from December 9, 2020, the date of the entry of her plea in case number 201700080.

ORDER

Based on the above findings of fact and conclusions of law, Respondent is assessed a total civil penalty of \$1,000 and is restricted, as follows:

1. \$500 for violation of Utah Code Ann. § 61-2c-205(4)(a)(i)(B) in the first cause of action;
 2. \$500 for violation of Utah Code Ann. § 61-2c-301(1)(h) in the second cause of action;
- and

3. for violation of Utah Code Ann. § 61-2c-301(2)(b)(ii)(A) in the third cause of action, Respondent is restricted from applying for licensure as a mortgage loan originator for a minimum of three years from December 9, 2020, the date of the entry of her plea in case number 201700080.

Payment of the civil penalty is due in full within 90 days from the date of this Order.

This order shall be effective on the signature date below.

DATED this 6 day of May, 2022.

UTAH DIVISION OF REAL ESTATE



Jonathan C. Stewart, Director

Notice of Right to Administrative Review

Review of this order may be sought by filing a written request for administrative review with the Executive Director of the Department of Commerce within thirty (30) days after the issuance of this order. Please refer to the attached "*Information About Agency Review.*" Any such request must comply with the requirements of Utah Code Ann. § 63G-4-301 and Utah Admin. Code R151-4-902.

CERTIFICATE OF MAILING

I hereby certify that on the 17th day of MAY, 2022, a true and correct copy of the foregoing document was sent first class mail, postage prepaid, and by email, to the following:

Nicki Pace aka Nicki Jenkins
2530 South 1500 East
Delta, Utah 84624

nickiann@ymail.com





SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor

UTAH DEPARTMENT OF COMMERCE

Division of Real Estate

MARGARET W. BUSSE
Executive Director

JONATHAN STEWART
Division Director

May 17, 2022

NICKI PACE
3910 WEST 150 SOUTH
CEDAR CITY UT 84720

RE: Case No. MG-20-123659
License No. 4933772-NMLO

Dear Ms. Pace:

Enclosed is a copy of the finalized Stipulation and Order resolving the above-referenced case. It has now been approved and adopted by the Utah Residential Mortgage Regulatory Commission and the Director of the Division of Real Estate.

You have been assessed a civil penalty of \$1,000.00 to be paid to the Division no later than August 5, 2022. Be advised, the State's collection agency administers additional fees for Collections. To avoid paying additional fees, please pay the civil penalty in full by the due date. Make checks payable to "Division of Real Estate" or, you may pay with a credit card over the phone by calling the Division at 801-530-6747.

You also acknowledge that your restricted from applying for licensure as a mortgage loan originator for a minimum of three (3) years from December 9, 2020, the date of the entry of your plea in case number 201700080.

Thank you for your cooperation in this matter. If you have any questions, please call me at (801) 530-6747.

Sincerely,

Kadee Wright

Kadee Wright
Chief Investigator

Enclosure

WALZ
CERTIFIED
MAILER®

FROM

WALZ

FORM #45663 VERSION: E0719

U.S. Postal Service®
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

USPS® ARTICLE NUMBER

9414 7266 9904 2162 1868 49

Label #1

NICKI PACE
3910 WEST 150 SOUTH
CEDAR CITY, UT 84720

Label #2

NICKI PACE
3910 WEST 150 SOUTH
CEDAR CITY, UT 84720

Label #3

DEPARTMENT OF COMMERCE
DIVISION OF REAL ESTATE
160 EAST 300 SOUTH
PO BOX 146711
SALT LAKE CITY, UT 84114-6711

TEAR ALONG THIS LINE

Certified Mail Fee	\$	3.45
Return Receipt (Hardcopy)	\$	2.75
Return Receipt (Electronic)	\$	0.00
Certified Mail Restricted Delivery	\$	0.00
Postage	\$	0.47
Total Postage and Fees	\$	6.67

Postmark
Here

Sent to: NICKI PACE
3910 WEST 150 SOUTH
CEDAR CITY, UT 84720

Reference Information

CJames
MG-20-123659 S&O

PS Form 3800, Facsimile, July 2015

FOLD AND TEAR THIS WAY → OPTIONAL

Label #5 (OPTIONAL)

DEPARTMENT OF COMMERCE
DIVISION OF REAL ESTATE
160 EAST 300 SOUTH
PO BOX 146711
SALT LAKE CITY, UT 84114-6711

Label #6 - Return Receipt Barcode (Sender's Record)



9590 9266 9904 2162 1868 42

Label #7 - Certified Mail Article Number

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL®



9414 7266 9904 2162 1868 49

RETURN RECEIPT REQUESTED

FOLD AND TEAR THIS WAY →

FOLD AND TEAR THIS WAY →

Return Receipt (Form 3811) Barcode



9590 9266 9904 2162 1868 42

1. Article Addressed to:

NICKI PACE
3910 WEST 150 SOUTH
CEDAR CITY, UT 84720

2. Certified Mail (Form 3800) Article Number

9414 7266 9904 2162 1868 49

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
X Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type:
 Certified Mail
 Certified Mail Restricted Delivery

Reference Information

MG-20-123659 S&O

CJames

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

Thank you for using Return Receipt Service

WALZ
CERTIFIED
MAILER®

FROM

WALZ

FORM #45663 VERSION: E0719

U.S. Postal Service®
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

USPS® ARTICLE NUMBER

9414 7266 9904 2162 1869 55

Label #1

NICKI PACE
2530 SOUTH 1500 EAST
DELTA, UT 84624

Label #2

NICKI PACE
2530 SOUTH 1500 EAST
DELTA, UT 84624

Label #3

DEPARTMENT OF COMMERCE
DIVISION OF REAL ESTATE
160 EAST 300 SOUTH
PO BOX 146711
SALT LAKE CITY, UT 84114-6711

TEAR ALONG THIS LINE

Certified Mail Fee	\$	3.45
Return Receipt (Hardcopy)	\$	2.75
Return Receipt (Electronic)	\$	0.00
Certified Mail Restricted Delivery	\$	0.00
Postage	\$	0.47
Total Postage and Fees	\$	6.67

Postmark
Here

Sent to: NICKI PACE
2530 SOUTH 1500 EAST
DELTA, UT 84624

Reference Information

CJames
MG-20-123659 S&O

A FOLD AND TEAR THIS WAY → OPTIONAL

PS Form 3800, Facsimile, July 2015

B Label #5 (OPTIONAL)

DEPARTMENT OF COMMERCE
DIVISION OF REAL ESTATE
160 EAST 300 SOUTH
PO BOX 146711
SALT LAKE CITY, UT 84114-6711

Label #6 - Return Receipt Barcode (Sender's Record)



9590 9266 9904 2162 1869 58

Label #7 - Certified Mail Article Number

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL®



9414 7266 9904 2162 1869 55

RETURN RECEIPT REQUESTED

C FOLD AND TEAR THIS WAY →

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
X Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type:
 Certified Mail
 Certified Mail Restricted Delivery

Reference Information

MG-20-123659 S&O

CJames

Return Receipt (Form 3811) Barcode



9590 9266 9904 2162 1869 58

1. Article Addressed to:
NICKI PACE
2530 SOUTH 1500 EAST
DELTA, UT 84624

2. Certified Mail (Form 3800) Article Number
9414 7266 9904 2162 1869 55

PS Form 3811, Facsimile, July 2015

Domestic Return Receipt

Certified Article Number

9414 7266 9904 2162 1869 55

SENDER'S RECORD

RETURN RECEIPT REQUESTED
USPS® MAIL CARRIER
DETACH ALONG PERFORATION

Thank you for using Return Receipt Service

Thank you for using Return Receipt Service



DIVISION OF REAL ESTATE
FILED/RECEIVED
Thursday, March 10, 2022 14:20
 EMAIL HAND DELIVERY
 POSTMARKED _____

ADDENDUM TO SETTLEMENT AGREEMENT AND CONSENT ORDER

JITENDERA KANDOLA
NMLS ID # 5049

WHEREAS, Jitendera Kandola (“Respondent”), NMLS identifier number of 5049, had previously entered into a certain Settlement Agreement and Consent Order (“Agreement”) with Participating States,

WHEREAS, the Agreement had an effective date of December 31, 2021,

WHEREAS, Respondent agrees to the addition of the Utah Division of Real Estate (“Utah-DRE”) within the definition of “Participating State” under the terms of the Agreement,

Both the Respondent and the Utah-DRE (together, “the Parties”) agree to the following:

The Parties agree to abide by all terms and conditions of the Agreement.

Respondent acknowledges the surrender of Respondent’s Utah-DRE mortgage loan originator license, which is to be effective upon execution of the present Addendum by the Parties.

Respondent further acknowledges that Respondent shall not apply for a new mortgage loan originator license with the Utah-DRE until after the lapse of a period of three months from the date of surrender as was originally agreed in Section II, Paragraph I of the Agreement.

The Administrative Penalty under the Agreement is hereby increased by \$1,000 to a total of \$11,000.

It is so **ORDERED**.

IN WITNESS WHEREOF, including the Agreement, and with the Parties intending to be legally bound, do hereby execute this Addendum.

[Remainder of this page is intentionally left blank. Signatures continued next page]

JITENDERA KANDOLA

DocuSigned by:
Jitendera kandola
AA08158D5705484...

By: _____

Jitendera Kandola
Individually

UTAH DIVISION OF REAL ESTATE

DocuSigned by:
Kadee Wright
E948A961C825468...

By: _____

Name: Kadee wright

Title: Chief Investigator

Date: 3/7/2022

SETTLEMENT AGREEMENT AND CONSENT ORDER

Jitendera Kandola
NMLS ID # 5049

WHEREAS, Jitendera Kandola (“Respondent”) is engaged in the activity of a mortgage loan originator and assigned an NMLS identifier number of 5049.

WHEREAS, the States, Commonwealths, and/or Territories of Arizona, California-DRE, Connecticut, Florida, Idaho, New Mexico, North Carolina, Pennsylvania, Texas-SML, Washington (individually, a “Participating State,” and collectively, the “Participating States”) have each agreed, through its respective state mortgage regulatory agency, to negotiate and enter into this Settlement Agreement and Consent Order (hereinafter referred to as the “Agreement” or “Order”).

WHEREAS, the state mortgage regulators of the Participating States (hereinafter referred to individually as a “State Mortgage Regulator,” and collectively as the “State Mortgage Regulators”) are respective members of the Conference of State Bank Supervisors (“CSBS”) and the American Association of Residential Mortgage Regulators (“AARMR”) and have agreed to address enforcement concerns with Respondent in a collective and coordinated manner, pursuant to their respective statutory authorities, and in accordance with the protocols established by the CSBS/AARMR Nationwide Cooperative Protocol for Mortgage Supervision as well as the Nationwide Cooperative Agreement for Mortgage Supervision (collectively, the “CSBS/AARMR Protocol and Agreement”). The State Mortgage Regulators and Respondent are collectively referred to herein as the (“Parties”).

WHEREAS, Respondent is licensed as a mortgage loan originator under the respective laws of each Participating State, or, where applicable, has obtained an endorsement from a Participating State to engage in loan origination activity as part of Respondent’s pre-existing authority to engage in regulated activity under a different licensing regime (“MLO Activity Endorsement”).

WHEREAS, the State Regulatory Registry LLC (“SRR”), a wholly owned subsidiary of CSBS, owns and operates the Nationwide Multistate Licensing System & Registry (“NMLS”). SRR administers pre-licensure (“PE”) and continuing education (“CE”) and Uniform State Test protocols. Title V of Public Law 110-289, the Secure and

Fair Enforcement for Mortgage Licensing Act of 2008 (the “SAFE Act”), requires that state-licensed mortgage loan originators (“MLOs”) complete PE prior to initial licensure and annual CE thereafter. In order to meet PE requirements contemplated under the SAFE Act, state-licensed MLOs must complete 20 hours of NMLS–approved education. In order to meet CE requirements contemplated under the SAFE Act, state-licensed MLOs must complete eight hours of NMLS approved education.

WHEREAS, the Mortgage Testing and Education Board (“MTEB”), which was created by SRR, has approved “Administrative Action Procedures for S.A.F.E. Testing and Education Requirements” and NMLS-Approved course providers (“AAP”), which extends administrative authority to the MTEB to investigate alleged violations of the NMLS Rules of Conduct (“ROC”). The AAP also extends administrative authority to the MTEB/SRR to investigate alleged violations of the NMLS Standards of Conduct (“SOC”), which apply to all NMLS-Approved course providers.

WHEREAS, in late 2020, MTEB obtained information concerning suspicious activity and that information identified a possible MLO education cheating scheme coordinated by and implemented through Danny Yen, d/b/a Real Estate Educational Services, an NMLS-Approved course provider that is assigned an NMLS-Approved course provider identifier number of 1405046 (“REES”). Based on that information, and pursuant to the AAP, the Investigative Review Committee (“IRC”) approved opening and pursuing an investigation into this matter.

WHEREAS, SRR’s IRC issued a memorandum report on its investigation into the REES coordinated MLO education fraud scheme. The IRC found that REES fraudulently provided course credit to MLOs who had never attended and completed REES’s eight-hour in-person CE course in Westminster, California (the “In-person Education Scheme”). The IRC also found that REES helped MLOs cheat on online PE and/or CE courses by taking those courses on behalf of those MLOs (the “Online Education Scheme”). In each of the schemes orchestrated by REES, the MLOs accepted credit for SAFE-Act-required education courses that they had either not taken or completed on their own behalf in violation of the ROC, and state and federal law (collectively, the “MLO Education Schemes”).

WHEREAS, based on the initial findings of the IRC, pursuant to the

CSBS/AARMR Protocol and Agreement this matter was referred from the IRC for further investigation and possible enforcement action, and to which the CSBS Non-Depository Supervisory Committee authorized the creation of a regulator taskforce to coordinate the multi-state investigation and enforcement activity in this matter (“REES Regulatory Taskforce”). Specifically, the REES Regulatory Taskforce adopted the work of the IRC investigation and engaged in additional investigatory work that included a demand from Respondent for a statement in writing under oath as to all the facts and circumstances concerning the MLO Education Schemes coordinated by and implemented through REES.

WHEREAS, as a result of the REES Regulatory Taskforce investigation as it pertains to Respondent, the following relevant facts and determinations were made, including, but not limited to:

- 1) That Respondent admitted being a knowing and active participant in the MLO Education Schemes coordinated by and implemented through REES;
- 2) That Respondent in fact had PE and/or CE requirements completed by REES on Respondent’s behalf in violation of federal and state law. Specifically, that Respondent had 60 PE and/or CE completed by REES on Respondent’s behalf under the In-person Education Scheme and 19 PE and/or CE completed by REES on Respondent’s behalf under the Online Education Scheme;
- 3) That by participating in the MLO Education Scheme coordinated by and implemented through REES, Respondent had in fact violated the ROC; and
- 4) That by participating in the MLO Education Scheme coordinated by and implemented through REES, Respondent violated state and federal laws concerning competing certain PE and/or CE requirements as a mandatory qualification for licensure.

WHEREAS, Respondent enters into this Agreement solely for the purpose of resolving disputes with the State Mortgage Regulators, including concerning the conduct described in this Agreement, and does not admit to or deny any wrongdoing, allegations or implications of fact and does not admit to or deny any violations of applicable laws, regulations and/or rules governing the conduct described herein. Respondent acknowledges that the State Mortgage Regulators have and maintain jurisdiction over the underlying dispute, including all matters referred to in these recitals, and therefore have the

authority to fully resolve the matter.

WHEREAS, Respondent represents to the State Mortgage Regulators that Respondent will comply with Respondent's obligations under this Agreement, and that Respondent will hereafter continue to comply with all regulatory requirements imposed by each State Mortgage Regulator.

WHEREAS, Respondent acknowledges that the State Mortgage Regulators are relying, in part, upon Respondent's representations and warranties stated herein in making their determinations in this matter. Respondent further acknowledges that this Agreement may be revoked and the State Mortgage Regulators may pursue any and all remedies available under the law against Respondent if the State Mortgage Regulators later find that Respondent knowingly or willfully withheld information from the State Mortgage Regulators.

WHEREAS, the State Mortgage Regulators have legal authority to initiate administrative actions based on the conduct identified by the REES Regulatory Taskforce investigation as described in herein.

WHEREAS, the intention of the State Mortgage Regulators in effecting this settlement is to fully resolve the violations and misconduct described herein pertaining to Respondent's participation in the MLO Education Scheme coordinated by and implemented through REES. The State Mortgage Regulators reserve all of their rights, duties, and authority to enforce all statutes, rules, and regulations under their respective jurisdictions against Respondent regarding any mortgage loan origination activities outside the scope of this Agreement. Additionally, a State Mortgage Regulator may consider this Agreement and the facts set forth herein in connection with, and in deciding, any action, or proceeding under the jurisdiction of that State Mortgage Regulator, if the basis of such action, or proceeding is not a direct result of the specific activity identified herein; and that this Agreement may, if relevant to such action or proceeding, be admitted into evidence in any matter before a State Mortgage Regulator.

WHEREAS, Respondent hereby knowingly, willingly, voluntarily, and irrevocably consents to the entry of this Order, which is being entered pursuant to the authority vested in each State Mortgage Regulator and agrees that Respondent understands all of the terms and conditions contained herein. Respondent acknowledges that

Respondent has full knowledge of Respondent's rights to notice and a hearing pursuant to the laws of the respective Participating States. By voluntarily entering into this Agreement, Respondent waives any right to notice and a hearing, and review of such hearing, and also herein waives all rights to any other judicial appeal concerning the terms, conditions, and related obligations set forth in this Agreement. Respondent further acknowledges that Respondent has had an opportunity to consult with independent legal counsel in connection with Respondent's waiver of rights and with the negotiation and execution of this Agreement, and that Respondent has either consulted with independent legal counsel or has knowingly elected not to do so.

NOW, THEREFORE, this Agreement having been negotiated by the Parties in order to resolve the issues identified herein, without incurring the costs, inconvenience and delays associated with protracted administrative and judicial proceedings, it is by the State Mortgage Regulators listed below hereby **ORDERED**:

I. JURISDICTION

1. That pursuant to the licensing and supervision laws of the Participating States, the Participating States have jurisdiction over Respondent as described herein and may enforce the terms of this Agreement thereon unless otherwise stated in this Agreement.

II. LICENSE SURRENDER

1. *Surrender of License.* On the Effective Date of this Agreement, Respondent agrees to the surrender of Respondent's mortgage loan originator license or any MLO Activity Endorsement issued by each State Mortgage Regulator in the corresponding Participating State. This surrender will go into effect on or after the effective date of this agreement as processed and reflected through the NMLS. Respondent further agrees that Respondent will not apply for a new mortgage loan originator license or, as applicable, petition for the reinstatement of any MLO Activity Endorsement in any of the Participating States for a period of three months from the Effective Date of this Agreement. Should the Respondent apply for such a license or petition for the reinstatement of an MLO Activity Endorsement during that three-month period, that license application or MLO Activity Endorsement petition, as consented to by the Respondent herein, shall be deemed denied.

2. *New Application for Licensure.* Any time after the three-month period has lapsed from the Effective Date of this Agreement and Respondent has paid the Administrative Penalty set forth in Section III, Paragraph 1 of this Order, Respondent may apply for a new mortgage loan originator license or, as applicable, petition for the reinstatement of an MLO Activity Endorsement in any or all of the Participating States with the understanding that each State Mortgage Regulator reserves the rights to fully investigate such application for licensure or petition for reinstatement of an MLO Activity Endorsement and may either approve or deny such application or petition pursuant to the normal process for such licensing or endorsement investigations. No license application or petition described in this paragraph will be denied solely based on the facts, circumstances, or consensual resolution provided for in this Agreement. Respondent further agrees that Respondent must satisfy the Administrative Penalty provision prior to submitting an application for a new mortgage loan originator license or, as applicable, petition for the reinstatement of an MLO Activity Endorsement.

III. ADMINISTRATIVE PENALTY

1. *Administrative Penalty.* That Respondent shall pay an Administrative Penalty of \$10,000.00 to the Participating States to be distributed equally amongst the Participating States (the “per-state payment”).
2. That in the event that Respondent fails to submit any Administrative Penalty set forth in this Agreement, in the amounts specified herein and in accordance with the applicable deadlines, or if any transfer of any monetary amount required under this Agreement is voided by a Court Order, including a Bankruptcy Court Order, Respondent agrees not to object to a Participating State submitting a claim, nor attempt to defend or defeat such authorized claim, for any unpaid amounts, including against any surety bond that Respondent may maintain in such Participating State as a condition of maintaining a license or MLO Activity Endorsement under the jurisdiction of that State Mortgage Regulator. Respondent further agrees to restrictions being placed on Respondent’s NMLS account unless and until the Administrative Penalty is paid in full.
3. That a State Mortgage Regulator may elect to have its allocation of the Administrative Penalty set forth in Paragraph 1 of this section to be applied towards the

respective Participating State's consumer relief, and/or other such alternatives authorized under the respective Participating State's law. Should a State Mortgage Regulator elect to apply its allocation of administrative penalties in such an alternative manner, solely for the purpose of ensuring the effective administration of payments pursuant to the terms of this Agreement, that State Mortgage Regulator shall notify the REES Regulatory Taskforce in writing of such election on or before the Effective Date of this Agreement.

IV. MORTGAGE LOAN ORIGINATOR EDUCATION

1. Prior to the submission of a new application for any new mortgage loan originator license or, as applicable, the filing of a petition for the reinstatement of an MLO Activity Endorsement in any Participating State as provided for in Section II, Paragraph 2 of this Order, the Respondent will be required to complete the following mortgage loan originator education requirements:

a. Twenty hours of NMLS approved PE, which shall consist of 14 hours of federal law curriculum, three hours of ethics curriculum, and three hours of non-traditional mortgage lending curriculum. None of these 20 hours of PE may be state-specific curriculum; and

b. Eight hours of CE, which shall consist of four hours of federal law curriculum, two hours of ethics curriculum, and two hours of non-traditional mortgage lending curriculum. None of these eight hours of CE may be state-specific curriculum.

2. Respondent may not take any of the PE or CE provided for in Paragraph 1 of this Section in an online self-study format ("OSS").

3. For a period three years from the Effective Date of this Order, Respondent shall be required to complete any additional required PE and/or CE in a format other than OSS.

V. ENFORCEMENT

1. *General Enforcement Authority:* That the terms of this Agreement shall be enforced in accordance with the provisions, terms and authorities provided in this Agreement and under the respective laws and regulations of each Participating State.

2. *No Restriction on Existing Examination and Investigative Authority.* That this Agreement shall in no way preclude any State Mortgage Regulator from exercising its

examination or investigative authority authorized under the laws of the corresponding Participating State in the instance a determination is made wherein Respondent is found not to be adhering to the requirements of the Agreement, other than inadvertent and isolated errors that are promptly corrected by Respondent, or involving any unrelated matter not subject to the terms of this Agreement. The Parties agree that the failure of Respondent to comply with any term or condition of this Agreement with respect to a particular State shall be treated as a violation of an Order of the State and may be enforced as such. Moreover, Respondent acknowledges and agrees that this Agreement is only binding on the State Mortgage Regulators and not any other Local, State or Federal Agency, Department or Office.

4. *Information Requests.* This Agreement shall not limit Respondent's obligations, as a licensee of the State Mortgage Regulators, to cooperate with any examination or investigation, including but not limited to, any obligation to timely provide requested information or documents to any State Mortgage Regulator.

5. *Revocation of License.* To the extent the Respondent engages in similar activity that was the basis for this Agreement, Respondent affirmatively consents to the immediate revocation of any impacted mortgage loan originator license. Respondent further agrees to waive his or her right to a hearing, and to any reconsideration, appeal, or other rights which may be afforded to contest the revocation of the impacted mortgage loan originator license under this provision.

VI. GENERAL PROVISIONS

1. *Effective Date.* That this Agreement shall become effective upon execution by all of the State Mortgage Regulators for the Participating States and when posted on the NMLS (the "Effective Date").

2. *Public Record.* That this Agreement shall become public upon the Effective Date.

3. *Binding Nature.* The provisions of this Agreement shall remain effective and enforceable except to the extent that, and until such time as, any provisions of this Agreement shall have been modified, terminated, suspended, or set aside, in writing by mutual agreement of the State Mortgage Regulators, collectively, and Respondent.

4. *Standing and Choice of Law.* That each State Mortgage Regulator has standing to

enforce this Agreement in the judicial or administrative process otherwise authorized under the laws and regulations of the corresponding Participating State. Upon entry, this Agreement shall be deemed a final order of each respective State Mortgage Regulator unless adoption of a subsequent order is necessary under the laws of the corresponding Participating State. In the event of any disagreement between any State Mortgage Regulator and Respondent regarding the enforceability or interpretation of this Agreement and compliance therewith, the courts or administrative agency authorized under the laws of the corresponding Participating State shall have exclusive jurisdiction over the dispute, and the laws of the Participating State shall govern the interpretation, construction, and enforceability of this Agreement.

5. *Adoption of Subsequent Orders to Incorporate Terms.* That a State Mortgage Regulator, if deemed necessary under the laws and regulations of the corresponding Participating State, may issue a separate administrative order to adopt and incorporate the terms and conditions of this Agreement. A State Mortgage Regulator may *sua sponte* issue such subsequent order without the review and approval of Respondent provided the subsequent order does not amend, alter, or otherwise change the terms of the Agreement. In the event a subsequent order amends, alters, or otherwise changes the terms of the Agreement, the terms of the Agreement, as set forth herein, will control.

6. *Privilege.* That this Agreement shall not constitute a waiver of any applicable attorney-client or work product privilege, confidentiality, or any other protection applicable to any negotiations relative to this Agreement.

7. *Titles.* That the titles used to identify the paragraphs of this Agreement are for the convenience of reference only and do not control the interpretation of this Agreement.

8. *Final Agreement.* That this Agreement is the final written expression and the complete and exclusive statement of all the agreements, conditions, promises, representations, and covenants between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements, negotiations, representations, understandings, and discussions between and among the Parties, their respective representatives, and any other person or entity, with respect to the subject matter covered herein, excepting therefrom any proceeding or action if such proceeding or action is based upon facts not presently known to a State Mortgage Regulator. The Parties further

acknowledge and agree that nothing contained in this Agreement shall operate to limit a State Mortgage Regulator’s ability to assist any other Local, State or Federal Agency, Department or Office with any investigation or prosecution, whether administrative, civil or criminal, initiated by any such Agency, Department or Office against Respondent or any other person based upon any of the activities alleged in these matters or otherwise.

9. *Waiver.* That the waiver of any provision of this Agreement shall not operate to waive any other provision set forth herein, and any waiver, amendment and/or change to the terms of this Agreement must be in writing signed by the Parties.

10. *Costs.* That except as otherwise agreed to in this Agreement, each party to this Agreement will bear its own costs and attorneys’ fees associated with this enforcement action.

11. *Notices.* That any notice to Respondent and/or the State Mortgage Regulators required or contemplated by this Agreement shall be delivered, if not otherwise described herein, by electronic copy to Respondent through the NMLS, or similar contact system, and to the State Mortgage Regulators by direct written notification.

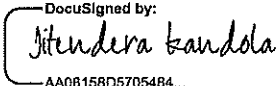
12. *Counterparts.* That this Agreement may be executed in separate counterparts, by facsimile or by PDF. A copy of the signed Agreement will be given the same effect as the originally signed Agreement.

13. That nothing in this Agreement shall relieve Respondent of Respondent’s obligation to comply with applicable State and Federal law.

It is so **ORDERED**.

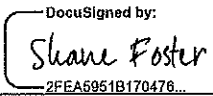
IN WITNESS WHEREOF, in consideration of the foregoing, including the recital paragraphs, and with the Parties intending to be legally bound, do hereby execute this Agreement.

Jitendera Kandola

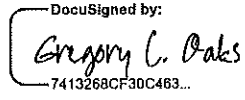
By:  AA06158D5705484...

Jitendera Kandola
Individually

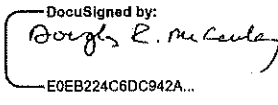
**Arizona Department of Insurance
and Financial Institutions:**

By: 
Name: Shane Foster
Title: Deputy Director
Date: 12/14/2021

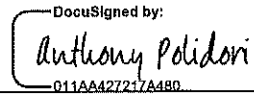
Florida Office of Financial Regulation:

By: 
Name: Gregory C. Oaks
Title: Director of Consumer Finance
Date: 12/14/2021

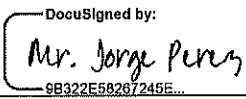
California Department of Real Estate:

By: 
Name: Douglas R. McCauley
Title: Commissioner
Date: 12/8/2021

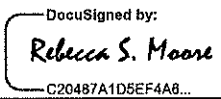
Idaho Department of Finance:

By: 
Name: Anthony Polidori
Title: Deputy Director
Date: 12/7/2021

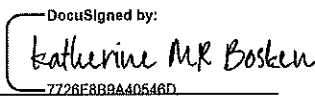
Connecticut Department of Banking:

By: 
Name: Mr. Jorge Perez
Title: Commissioner
Date: 12/8/2021

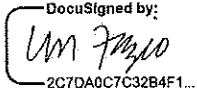
**New Mexico Regulation and Licensing,
Financial Institutions Division:**

By: 
Name: Rebecca S. Moore
Title: Acting Director
Date: 12/27/2021

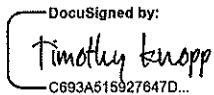
**North Carolina Office of the
Commissioner of Banks:**

By: 
Name: Katherine MR Bosken
Title: Commissioner of Banks
Date: 12/14/2021

**Washington Department of Financial
Institutions:**

By: 
Name: Lucinda Fazio
Title: Director, Consumer Services
Date: 12/9/2021

**Pennsylvania Department of Banking and
Securities:**

By: 
Name: Timothy Knopp
Title: Deputy Secretary
Date: 12/27/2021

**Texas Department of Savings and
Mortgage Lending:**

By: 
Name: Stephany Trotti
Title: Interim Commissioner
Date: 12/14/2021

ORDER

The Commission and the Director approve and adopt all terms and conditions of the foregoing Settlement Agreement and Consent Order and Addendum to Settlement Agreement and Consent Order (collectively referred to as the “Agreement”) of the Division of Real Estate (the “Division”) and Jitendera Kandola (“Respondent”). Based upon the foregoing Settlement Agreement and Consent Order and for good cause appearing, the Commission and the Director order that, in lieu of the filing of a Petition and the holding of a hearing in this matter:

- a. Respondent shall pay a civil penalty of One Thousand Dollars (\$1,000.00) to the Division of Real Estate (the “Division”) within ninety (90) days from the date that the Commission and the Director sign the final order in this matter.
- b. In addition to payment of the civil penalty, Respondent acknowledges the surrender of Respondent’s mortgage loan originator license, which is to be backdated to match the same date of surrender as was originally agreed in Section II, Paragraph I of the Agreement. Respondent further acknowledges that Respondent shall not apply for a new mortgage loan originator license with the Division until after the lapse of a period of three months from the date of surrender as was originally agreed in Section II, Paragraph I of the Agreement.
- c. If Respondent fails to comply in full with the terms of this stipulated order by the deadline(s) stated, Respondent’s license shall immediately and without further notice be suspended pursuant to Utah Code Ann. § 61-2c-402(3)(b) until such time as Respondent complies in full with the terms of this Order.

- d. If Respondent fails to pay the civil penalty within 90 days, the Division may begin a collection process to collect any remaining balance owed pursuant to Utah Code Ann. § 61-2c-402(3)(b).
- e. Pursuant to the provisions of Utah Code Ann. § 78B-5-205 and Rule 58A of the Utah Rules of Civil Procedure, Respondent specifically now and hereafter authorizes entry of Judgment against Respondent for the unpaid balance owing to the Division (“Judgment Amount”). Respondent hereby admits, agrees and acknowledges that the Judgment Amount will be justly due to the Division by virtue of Respondent’s material failure to timely pay the civil penalty as set forth herein.
- f. In confessing judgment, Respondent hereby agrees and authorizes that the judgment may be immediately entered against Respondent, less any sums paid to the Division after the date hereof, should Respondent fail to comply with the terms set forth in the Order.
- g. Respondent’s automatic confession of judgment is unconditional and irrevocable and shall be binding.
- h. If Respondent fails to comply in full with the terms of the Order by the deadline(s) stated herein, the Division may bring an action to enforce this Stipulation and Order, may begin a collection action, or both.

This order shall be effective on the signature date below.

Dated this 10 day of March, 2022.

UTAH RESIDENTIAL MORTGAGE
REGULATORY COMMISSION

JEFF ENGLAND, CHAIR

G. SCOTT GIBSON, VICE CHAIR

GEORGE P. RICHARDS

KAY R. ASHTON

ALLISON OLSEN

The undersigned concurs with the foregoing order this 10 day of March,
2022.



JONATHAN C. STEWART, DIRECTOR
DIVISION OF REAL ESTATE

Motion to sign on behalf of
Commission / Board.
Signing on behalf of
Commission / Board.



Name: Jonathan Stewart
Division / Acting Director



DIVISION OF REAL ESTATE
FILED/RECEIVED

Thursday, March 10, 2022 14:20

EMAIL HAND DELIVERY
 POSTMARKED _____

ADDENDUM TO SETTLEMENT AGREEMENT AND CONSENT ORDER

SHAHOB ARIAZAND
NMLS ID # 1420783

WHEREAS, Shahob Ariazand (“Respondent”), NMLS identifier number of 1420783, had previously entered into a certain Settlement Agreement and Consent Order (“Agreement”) with Participating States,

WHEREAS, the Agreement had an effective date of December 31, 2021,

WHEREAS, Respondent agrees to the addition of the Utah Division of Real Estate (“Utah-DRE”) within the definition of “Participating State” under the terms of the Agreement,

Both the Respondent and the Utah-DRE (together, “the Parties”) agree to the following:

The Parties agree to abide by all terms and conditions of the Agreement.

Respondent acknowledges the surrender of Respondent’s Utah-DRE mortgage loan originator license, which is to be backdated to match the same date of surrender as was originally agreed in Section II, Paragraph I of the Agreement.

Respondent further acknowledges that Respondent shall not apply for a new mortgage loan originator license with the Utah-DRE until after the lapse of a period of three months from the date of surrender as was originally agreed in Section II, Paragraph I of the Agreement.

The Administrative Penalty under the Agreement is hereby increased by \$1,000 to a total of \$3,000.

It is so **ORDERED**.

IN WITNESS WHEREOF, including the Agreement, and with the Parties intending to be legally bound, do hereby execute this Addendum.

[Remainder of this page is intentionally left blank. Signatures continued next page]

SHAHOB ARIAZAND

By: _____


Shahob Ariazand
Individually

UTAH DIVISION OF REAL ESTATE

By: _____


Name: Kadee wright

Title: Chief Investigator

Date: 3/7/2022

SETTLEMENT AGREEMENT AND CONSENT ORDER

Shahob Ariazand
NMLS ID # 1420783

WHEREAS, Shahob Ariazand (“Respondent”) is engaged in the activity of a mortgage loan originator and assigned an NMLS identifier number of 1420783.

WHEREAS, the States, Commonwealths, and/or Territories of California-DRE, Florida (individually, a “Participating State,” and collectively, the “Participating States”) have each agreed, through its respective state mortgage regulatory agency, to negotiate and enter into this Settlement Agreement and Consent Order (hereinafter referred to as the “Agreement” or “Order”).

WHEREAS, the state mortgage regulators of the Participating States (hereinafter referred to individually as a “State Mortgage Regulator,” and collectively as the “State Mortgage Regulators”) are respective members of the Conference of State Bank Supervisors (“CSBS”) and the American Association of Residential Mortgage Regulators (“AARMR”) and have agreed to address enforcement concerns with Respondent in a collective and coordinated manner, pursuant to their respective statutory authorities, and in accordance with the protocols established by the CSBS/AARMR Nationwide Cooperative Protocol for Mortgage Supervision as well as the Nationwide Cooperative Agreement for Mortgage Supervision (collectively, the “CSBS/AARMR Protocol and Agreement”). The State Mortgage Regulators and Respondent are collectively referred to herein as the (“Parties”).

WHEREAS, Respondent is licensed as a mortgage loan originator under the respective laws of each Participating State, or, where applicable, has obtained an endorsement from a Participating State to engage in loan origination activity as part of Respondent’s pre-existing authority to engage in regulated activity under a different licensing regime (“MLO Activity Endorsement”).

WHEREAS, the State Regulatory Registry LLC (“SRR”), a wholly owned subsidiary of CSBS, owns and operates the Nationwide Multistate Licensing System & Registry (“NMLS”). SRR administers pre-licensure (“PE”) and continuing education (“CE”) and Uniform State Test protocols. Title V of Public Law 110-289, the Secure and Fair Enforcement for Mortgage Licensing Act of 2008 (the “SAFE Act”), requires that

state-licensed mortgage loan originators (“MLOs”) complete PE prior to initial licensure and annual CE thereafter. In order to meet PE requirements contemplated under the SAFE Act, state-licensed MLOs must complete 20 hours of NMLS–approved education. In order to meet CE requirements contemplated under the SAFE Act, state-licensed MLOs must complete eight hours of NMLS approved education.

WHEREAS, the Mortgage Testing and Education Board (“MTEB”), which was created by SRR, has approved “Administrative Action Procedures for S.A.F.E. Testing and Education Requirements” and NMLS-Approved course providers (“AAP”), which extends administrative authority to the MTEB to investigate alleged violations of the NMLS Rules of Conduct (“ROC”). The AAP also extends administrative authority to the MTEB/SRR to investigate alleged violations of the NMLS Standards of Conduct (“SOC”), which apply to all NMLS-Approved course providers.

WHEREAS, in late 2020, MTEB obtained information concerning suspicious activity and that information identified a possible MLO education cheating scheme coordinated by and implemented through Danny Yen, d/b/a Real Estate Educational Services, an NMLS-Approved course provider that is assigned an NMLS-Approved course provider identifier number of 1405046 (“REES”). Based on that information, and pursuant to the AAP, the Investigative Review Committee (“IRC”) approved opening and pursuing an investigation into this matter.

WHEREAS, SRR’s IRC issued a memorandum report on its investigation into the REES coordinated MLO education fraud scheme. The IRC found that REES fraudulently provided course credit to MLOs who had never attended and completed REES’s eight-hour in-person CE course in Westminster, California (the “In-person Education Scheme”). The IRC also found that REES helped MLOs cheat on online PE and/or CE courses by taking those courses on behalf of those MLOs (the “Online Education Scheme”). In each of the schemes orchestrated by REES, the MLOs accepted credit for SAFE-Act-required education courses that they had either not taken or completed on their own behalf in violation of the ROC, and state and federal law (collectively, the “MLO Education Schemes”).

WHEREAS, based on the initial findings of the IRC, pursuant to the CSBS/AARMR Protocol and Agreement this matter was referred from the IRC for further

investigation and possible enforcement action, and to which the CSBS Non-Depository Supervisory Committee authorized the creation of a regulator taskforce to coordinate the multi-state investigation and enforcement activity in this matter (“REES Regulatory Taskforce”). Specifically, the REES Regulatory Taskforce adopted the work of the IRC investigation and engaged in additional investigatory work that included a demand from Respondent for a statement in writing under oath as to all the facts and circumstances concerning the MLO Education Schemes coordinated by and implemented through REES.

WHEREAS, as a result of the REES Regulatory Taskforce investigation as it pertains to Respondent, the following relevant facts and determinations were made, including, but not limited to:

- 1) That Respondent admitted being a knowing and active participant in the MLO Education Schemes coordinated by and implemented through REES;
- 2) That Respondent in fact had PE and/or CE requirements completed by REES on Respondent’s behalf in violation of federal and state law. Specifically, that Respondent had 10 PE and/or CE completed by REES on Respondent’s behalf under the In-person Education Scheme and 1 PE and/or CE completed by REES on Respondent’s behalf under the Online Education Scheme;
- 3) That by participating in the MLO Education Scheme coordinated by and implemented through REES, Respondent had in fact violated the ROC; and
- 4) That by participating in the MLO Education Scheme coordinated by and implemented through REES, Respondent violated state and federal laws concerning competing certain PE and/or CE requirements as a mandatory qualification for licensure.

WHEREAS, Respondent enters into this Agreement solely for the purpose of resolving disputes with the State Mortgage Regulators, including concerning the conduct described in this Agreement, and does not admit to or deny any wrongdoing, allegations or implications of fact and does not admit to or deny any violations of applicable laws, regulations and/or rules governing the conduct described herein. Respondent acknowledges that the State Mortgage Regulators have and maintain jurisdiction over the underlying dispute, including all matters referred to in these recitals, and therefore have the authority to fully resolve the matter.

WHEREAS, Respondent represents to the State Mortgage Regulators that Respondent will comply with Respondent's obligations under this Agreement, and that Respondent will hereafter continue to comply with all regulatory requirements imposed by each State Mortgage Regulator.

WHEREAS, Respondent acknowledges that the State Mortgage Regulators are relying, in part, upon Respondent's representations and warranties stated herein in making their determinations in this matter. Respondent further acknowledges that this Agreement may be revoked and the State Mortgage Regulators may pursue any and all remedies available under the law against Respondent if the State Mortgage Regulators later find that Respondent knowingly or willfully withheld information from the State Mortgage Regulators.

WHEREAS, the State Mortgage Regulators have legal authority to initiate administrative actions based on the conduct identified by the REES Regulatory Taskforce investigation as described in herein.

WHEREAS, the intention of the State Mortgage Regulators in effecting this settlement is to fully resolve the violations and misconduct described herein pertaining to Respondent's participation in the MLO Education Scheme coordinated by and implemented through REES. The State Mortgage Regulators reserve all of their rights, duties, and authority to enforce all statutes, rules, and regulations under their respective jurisdictions against Respondent regarding any mortgage loan origination activities outside the scope of this Agreement. Additionally, a State Mortgage Regulator may consider this Agreement and the facts set forth herein in connection with, and in deciding, any action, or proceeding under the jurisdiction of that State Mortgage Regulator, if the basis of such action, or proceeding is not a direct result of the specific activity identified herein; and that this Agreement may, if relevant to such action or proceeding, be admitted into evidence in any matter before a State Mortgage Regulator.

WHEREAS, Respondent hereby knowingly, willingly, voluntarily, and irrevocably consents to the entry of this Order, which is being entered pursuant to the authority vested in each State Mortgage Regulator and agrees that Respondent understands all of the terms and conditions contained herein. Respondent acknowledges that Respondent has full knowledge of Respondent's rights to notice and a hearing pursuant to

the laws of the respective Participating States. By voluntarily entering into this Agreement, Respondent waives any right to notice and a hearing, and review of such hearing, and also herein waives all rights to any other judicial appeal concerning the terms, conditions, and related obligations set forth in this Agreement. Respondent further acknowledges that Respondent has had an opportunity to consult with independent legal counsel in connection with Respondent's waiver of rights and with the negotiation and execution of this Agreement, and that Respondent has either consulted with independent legal counsel or has knowingly elected not to do so.

NOW, THEREFORE, this Agreement having been negotiated by the Parties in order to resolve the issues identified herein, without incurring the costs, inconvenience and delays associated with protracted administrative and judicial proceedings, it is by the State Mortgage Regulators listed below hereby **ORDERED**:

I. JURISDICTION

1. That pursuant to the licensing and supervision laws of the Participating States, the Participating States have jurisdiction over Respondent as described herein and may enforce the terms of this Agreement thereon unless otherwise stated in this Agreement.

II. LICENSE SURRENDER

1. *Surrender of License.* On the Effective Date of this Agreement, Respondent agrees to the surrender of Respondent's mortgage loan originator license or any MLO Activity Endorsement issued by each State Mortgage Regulator in the corresponding Participating State. This surrender will go into effect on or after the effective date of this agreement as processed and reflected through the NMLS. Respondent further agrees that Respondent will not apply for a new mortgage loan originator license or, as applicable, petition for the reinstatement of any MLO Activity Endorsement in any of the Participating States for a period of three months from the Effective Date of this Agreement. Should the Respondent apply for such a license or petition for the reinstatement of an MLO Activity Endorsement during that three-month period, that license application or MLO Activity Endorsement petition, as consented to by the Respondent herein, shall be deemed denied.

2. *New Application for Licensure.* Any time after the three-month period has lapsed from the Effective Date of this Agreement and Respondent has paid the Administrative Penalty set forth in Section III, Paragraph 1 of this Order, Respondent may apply for a new mortgage loan originator license or, as applicable, petition for the reinstatement of an MLO Activity Endorsement in any or all of the Participating States with the understanding that each State Mortgage Regulator reserves the rights to fully investigate such application for licensure or petition for reinstatement of an MLO Activity Endorsement and may either approve or deny such application or petition pursuant to the normal process for such licensing or endorsement investigations. No license application or petition described in this paragraph will be denied solely based on the facts, circumstances, or consensual resolution provided for in this Agreement. Respondent further agrees that Respondent must satisfy the Administrative Penalty provision prior to submitting an application for a new mortgage loan originator license or, as applicable, petition for the reinstatement of an MLO Activity Endorsement.

III. ADMINISTRATIVE PENALTY

1. *Administrative Penalty.* That Respondent shall pay an Administrative Penalty of \$2,000.00 to the Participating States to be distributed equally amongst the Participating States (the “per-state payment”).
2. That in the event that Respondent fails to submit any Administrative Penalty set forth in this Agreement, in the amounts specified herein and in accordance with the applicable deadlines, or if any transfer of any monetary amount required under this Agreement is voided by a Court Order, including a Bankruptcy Court Order, Respondent agrees not to object to a Participating State submitting a claim, nor attempt to defend or defeat such authorized claim, for any unpaid amounts, including against any surety bond that Respondent may maintain in such Participating State as a condition of maintaining a license or MLO Activity Endorsement under the jurisdiction of that State Mortgage Regulator. Respondent further agrees to restrictions being placed on Respondent’s NMLS account unless and until the Administrative Penalty is paid in full.
3. That a State Mortgage Regulator may elect to have its allocation of the Administrative Penalty set forth in Paragraph 1 of this section to be applied towards the

respective Participating State's consumer relief, and/or other such alternatives authorized under the respective Participating State's law. Should a State Mortgage Regulator elect to apply its allocation of administrative penalties in such an alternative manner, solely for the purpose of ensuring the effective administration of payments pursuant to the terms of this Agreement, that State Mortgage Regulator shall notify the REES Regulatory Taskforce in writing of such election on or before the Effective Date of this Agreement.

IV. MORTGAGE LOAN ORIGINATOR EDUCATION

1. Prior to the submission of a new application for any new mortgage loan originator license or, as applicable, the filing of a petition for the reinstatement of an MLO Activity Endorsement in any Participating State as provided for in Section II, Paragraph 2 of this Order, the Respondent will be required to complete the following mortgage loan originator education requirements:

a. Twenty hours of NMLS approved PE, which shall consist of 14 hours of federal law curriculum, three hours of ethics curriculum, and three hours of non-traditional mortgage lending curriculum. None of these 20 hours of PE may be state-specific curriculum; and

b. Eight hours of CE, which shall consist of four hours of federal law curriculum, two hours of ethics curriculum, and two hours of non-traditional mortgage lending curriculum. None of these eight hours of CE may be state-specific curriculum.

2. Respondent may not take any of the PE or CE provided for in Paragraph 1 of this Section in an online self-study format ("OSS").

3. For a period three years from the Effective Date of this Order, Respondent shall be required to complete any additional required PE and/or CE in a format other than OSS.

V. ENFORCEMENT

1. *General Enforcement Authority:* That the terms of this Agreement shall be enforced in accordance with the provisions, terms and authorities provided in this Agreement and under the respective laws and regulations of each Participating State.

2. *No Restriction on Existing Examination and Investigative Authority.* That this Agreement shall in no way preclude any State Mortgage Regulator from exercising its

examination or investigative authority authorized under the laws of the corresponding Participating State in the instance a determination is made wherein Respondent is found not to be adhering to the requirements of the Agreement, other than inadvertent and isolated errors that are promptly corrected by Respondent, or involving any unrelated matter not subject to the terms of this Agreement. The Parties agree that the failure of Respondent to comply with any term or condition of this Agreement with respect to a particular State shall be treated as a violation of an Order of the State and may be enforced as such. Moreover, Respondent acknowledges and agrees that this Agreement is only binding on the State Mortgage Regulators and not any other Local, State or Federal Agency, Department or Office.

4. *Information Requests.* This Agreement shall not limit Respondent's obligations, as a licensee of the State Mortgage Regulators, to cooperate with any examination or investigation, including but not limited to, any obligation to timely provide requested information or documents to any State Mortgage Regulator.

5. *Revocation of License.* To the extent the Respondent engages in similar activity that was the basis for this Agreement, Respondent affirmatively consents to the immediate revocation of any impacted mortgage loan originator license. Respondent further agrees to waive his or her right to a hearing, and to any reconsideration, appeal, or other rights which may be afforded to contest the revocation of the impacted mortgage loan originator license under this provision.

VI. GENERAL PROVISIONS

1. *Effective Date.* That this Agreement shall become effective upon execution by all of the State Mortgage Regulators for the Participating States and when posted on the NMLS (the "Effective Date").

2. *Public Record.* That this Agreement shall become public upon the Effective Date.

3. *Binding Nature.* The provisions of this Agreement shall remain effective and enforceable except to the extent that, and until such time as, any provisions of this Agreement shall have been modified, terminated, suspended, or set aside, in writing by mutual agreement of the State Mortgage Regulators, collectively, and Respondent.

4. *Standing and Choice of Law.* That each State Mortgage Regulator has standing to

enforce this Agreement in the judicial or administrative process otherwise authorized under the laws and regulations of the corresponding Participating State. Upon entry, this Agreement shall be deemed a final order of each respective State Mortgage Regulator unless adoption of a subsequent order is necessary under the laws of the corresponding Participating State. In the event of any disagreement between any State Mortgage Regulator and Respondent regarding the enforceability or interpretation of this Agreement and compliance therewith, the courts or administrative agency authorized under the laws of the corresponding Participating State shall have exclusive jurisdiction over the dispute, and the laws of the Participating State shall govern the interpretation, construction, and enforceability of this Agreement.

5. *Adoption of Subsequent Orders to Incorporate Terms.* That a State Mortgage Regulator, if deemed necessary under the laws and regulations of the corresponding Participating State, may issue a separate administrative order to adopt and incorporate the terms and conditions of this Agreement. A State Mortgage Regulator may *sua sponte* issue such subsequent order without the review and approval of Respondent provided the subsequent order does not amend, alter, or otherwise change the terms of the Agreement. In the event a subsequent order amends, alters, or otherwise changes the terms of the Agreement, the terms of the Agreement, as set forth herein, will control.

6. *Privilege.* That this Agreement shall not constitute a waiver of any applicable attorney-client or work product privilege, confidentiality, or any other protection applicable to any negotiations relative to this Agreement.

7. *Titles.* That the titles used to identify the paragraphs of this Agreement are for the convenience of reference only and do not control the interpretation of this Agreement.

8. *Final Agreement.* That this Agreement is the final written expression and the complete and exclusive statement of all the agreements, conditions, promises, representations, and covenants between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements, negotiations, representations, understandings, and discussions between and among the Parties, their respective representatives, and any other person or entity, with respect to the subject matter covered herein, excepting therefrom any proceeding or action if such proceeding or action is based upon facts not presently known to a State Mortgage Regulator. The Parties further

acknowledge and agree that nothing contained in this Agreement shall operate to limit a State Mortgage Regulator's ability to assist any other Local, State or Federal Agency, Department or Office with any investigation or prosecution, whether administrative, civil or criminal, initiated by any such Agency, Department or Office against Respondent or any other person based upon any of the activities alleged in these matters or otherwise.

9. *Waiver.* That the waiver of any provision of this Agreement shall not operate to waive any other provision set forth herein, and any waiver, amendment and/or change to the terms of this Agreement must be in writing signed by the Parties.

10. *Costs.* That except as otherwise agreed to in this Agreement, each party to this Agreement will bear its own costs and attorneys' fees associated with this enforcement action.

11. *Notices.* That any notice to Respondent and/or the State Mortgage Regulators required or contemplated by this Agreement shall be delivered, if not otherwise described herein, by electronic copy to Respondent through the NMLS, or similar contact system, and to the State Mortgage Regulators by direct written notification.

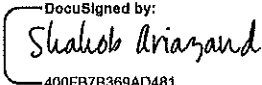
12. *Counterparts.* That this Agreement may be executed in separate counterparts, by facsimile or by PDF. A copy of the signed Agreement will be given the same effect as the originally signed Agreement.

13. That nothing in this Agreement shall relieve Respondent of Respondent's obligation to comply with applicable State and Federal law.

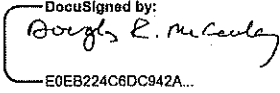
It is so **ORDERED**.

IN WITNESS WHEREOF, in consideration of the foregoing, including the recital paragraphs, and with the Parties intending to be legally bound, do hereby execute this Agreement.

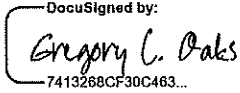
Shahob Ariazand

By:  _____
Shahob Ariazand
Individually

California Department of Real Estate:

By: 
Name: Douglas R. McCauley
Title: Commissioner
Date: 12/7/2021

Florida Office of Financial Regulation:

By: 
Name: Gregory C. Oaks
Title: Director of Consumer Finance
Date: 12/14/2021

ORDER

The Commission and the Director approve and adopt all terms and conditions of the foregoing Settlement Agreement and Consent Order and Addendum to Settlement Agreement and Consent Order (collectively referred to as the "Agreement") of the Division of Real Estate (the "Division") and Shahob Ariazand ("Respondent"). Based upon the foregoing Agreement and for good cause appearing, the Commission and the Director order that, in lieu of the filing of a Petition and the holding of a hearing in this matter:

- a. Respondent shall pay a civil penalty of One Thousand Dollars (\$1,000.00) to the Division of Real Estate (the "Division") within ninety (90) days from the date that the Commission and the Director sign the final order in this matter.
- b. In addition to payment of the civil penalty, Respondent acknowledges the surrender of Respondent's mortgage loan originator license, which is to be backdated to match the same date of surrender as was originally agreed in Section II, Paragraph I of the Agreement. Respondent further acknowledges that Respondent shall not apply for a new mortgage loan originator license with the Division until after the lapse of a period of three months from the date of surrender as was originally agreed in Section II, Paragraph I of the Agreement.
- c. If Respondent fails to comply in full with the terms of this stipulated order by the deadline(s) stated, Respondent's license shall immediately and without further notice be suspended pursuant to Utah Code Ann. § 61-2c-402(3)(b) until such time as Respondent complies in full with the terms of this Order.

- d. If Respondent fails to pay the civil penalty within 90 days, the Division may begin a collection process to collect any remaining balance owed pursuant to Utah Code Ann. § 61-2c-402(3)(b).
- e. Pursuant to the provisions of Utah Code Ann. § 78B-5-205 and Rule 58A of the Utah Rules of Civil Procedure, Respondent specifically now and hereafter authorizes entry of Judgment against Respondent for the unpaid balance owing to the Division (“Judgment Amount”). Respondent hereby admits, agrees and acknowledges that the Judgment Amount will be justly due to the Division by virtue of Respondent’s material failure to timely pay the civil penalty as set forth herein.
- f. In confessing judgment, Respondent hereby agrees and authorizes that the judgment may be immediately entered against Respondent, less any sums paid to the Division after the date hereof, should Respondent fail to comply with the terms set forth in the Order.
- g. Respondent’s automatic confession of judgment is unconditional and irrevocable and shall be binding.
- h. If Respondent fails to comply in full with the terms of the Order by the deadline(s) stated herein, the Division may bring an action to enforce this Stipulation and Order, may begin a collection action, or both.

This order shall be effective on the signature date below.

Dated this 10 day of March, 2022.

UTAH RESIDENTIAL MORTGAGE
REGULATORY COMMISSION

JEFF ENGLAND, CHAIR

G. SCOTT GIBSON, VICE CHAIR

GEORGE P. RICHARDS

KAY R. ASHTON

ALLISON OLSEN

The undersigned concurs with the foregoing order this 10 day of March,
2022.



JONATHAN C. STEWART, DIRECTOR
DIVISION OF REAL ESTATE

**Motion to sign on behalf of
Commission / Board.
Signing on behalf of
Commission / Board.**



Name: Jonathan Stewart
Division / Acting Director



DIVISION OF REAL ESTATE
FILED/RECEIVED
Thursday, March 10, 2022 14:20
 EMAIL HAND DELIVERY
 POSTMARKED

ADDENDUM TO SETTLEMENT AGREEMENT AND CONSENT ORDER

SAMUEL STAMPER
NMLS ID # 361551

WHEREAS, Samuel Stamper (“Respondent”), NMLS identifier number of 361551, had previously entered into a certain Settlement Agreement and Consent Order (“Agreement”) with Participating States,

WHEREAS, the Agreement had an effective date of December 31, 2021,

WHEREAS, Respondent agrees to the addition of the Utah Division of Real Estate (“Utah-DRE”) within the definition of “Participating State” under the terms of the Agreement,

Both the Respondent and the Utah-DRE (together, “the Parties”) agree to the following:

The Parties agree to abide by all terms and conditions of the Agreement.

Respondent acknowledges the surrender of Respondent’s Utah-DRE mortgage loan originator license, which is to be backdated to match the same date of surrender as was originally agreed in Section II, Paragraph I of the Agreement.

Respondent further acknowledges that Respondent shall not apply for a new mortgage loan originator license with the Utah-DRE until after the lapse of a period of three months from the date of surrender as was originally agreed in Section II, Paragraph I of the Agreement.

The Administrative Penalty under the Agreement is hereby increased by \$1,000 to a total of \$6,000.

It is so **ORDERED**.

IN WITNESS WHEREOF, including the Agreement, and with the Parties intending to be legally bound, do hereby execute this Addendum.

[Remainder of this page is intentionally left blank. Signatures continued next page]

SAMUEL STAMPER

DocuSigned by:
SAMUEL STAMPER
202618E1E3124D3...

By: _____

Samuel Stamper
Individually

UTAH DIVISION OF REAL ESTATE

DocuSigned by:
Kadee Wright
E948A961C825488...

By: _____

Name: Kadee wright

Title: Chief Investigator

Date: 3/7/2022

SETTLEMENT AGREEMENT AND CONSENT ORDER

Samuel Stamper
NMLS ID # 361551

WHEREAS, Samuel Stamper (“Respondent”) is engaged in the activity of a mortgage loan originator and assigned an NMLS identifier number of 361551.

WHEREAS, the States, Commonwealths, and/or Territories of Idaho, New Jersey, North Carolina, Oregon, Virginia (individually, a “Participating State,” and collectively, the “Participating States”) have each agreed, through its respective state mortgage regulatory agency, to negotiate and enter into this Settlement Agreement and Consent Order (hereinafter referred to as the “Agreement” or “Order”).

WHEREAS, the state mortgage regulators of the Participating States (hereinafter referred to individually as a “State Mortgage Regulator,” and collectively as the “State Mortgage Regulators”) are respective members of the Conference of State Bank Supervisors (“CSBS”) and the American Association of Residential Mortgage Regulators (“AARMR”) and have agreed to address enforcement concerns with Respondent in a collective and coordinated manner, pursuant to their respective statutory authorities, and in accordance with the protocols established by the CSBS/AARMR Nationwide Cooperative Protocol for Mortgage Supervision as well as the Nationwide Cooperative Agreement for Mortgage Supervision (collectively, the “CSBS/AARMR Protocol and Agreement”). The State Mortgage Regulators and Respondent are collectively referred to herein as the (“Parties”).

WHEREAS, Respondent is licensed as a mortgage loan originator under the respective laws of each Participating State, or, where applicable, has obtained an endorsement from a Participating State to engage in loan origination activity as part of Respondent’s pre-existing authority to engage in regulated activity under a different licensing regime (“MLO Activity Endorsement”).

WHEREAS, the State Regulatory Registry LLC (“SRR”), a wholly owned subsidiary of CSBS, owns and operates the Nationwide Multistate Licensing System & Registry (“NMLS”). SRR administers pre-licensure (“PE”) and continuing education (“CE”) and Uniform State Test protocols. Title V of Public Law 110-289, the Secure and Fair Enforcement for Mortgage Licensing Act of 2008 (the “SAFE Act”), requires that

state-licensed mortgage loan originators (“MLOs”) complete PE prior to initial licensure and annual CE thereafter. In order to meet PE requirements contemplated under the SAFE Act, state-licensed MLOs must complete 20 hours of NMLS-approved education. In order to meet CE requirements contemplated under the SAFE Act, state-licensed MLOs must complete eight hours of NMLS approved education.

WHEREAS, the Mortgage Testing and Education Board (“MTEB”), which was created by SRR, has approved “Administrative Action Procedures for S.A.F.E. Testing and Education Requirements” and NMLS-Approved course providers (“AAP”), which extends administrative authority to the MTEB to investigate alleged violations of the NMLS Rules of Conduct (“ROC”). The AAP also extends administrative authority to the MTEB/SRR to investigate alleged violations of the NMLS Standards of Conduct (“SOC”), which apply to all NMLS-Approved course providers.

WHEREAS, in late 2020, MTEB obtained information concerning suspicious activity and that information identified a possible MLO education cheating scheme coordinated by and implemented through Danny Yen, d/b/a Real Estate Educational Services, an NMLS-Approved course provider that is assigned an NMLS-Approved course provider identifier number of 1405046 (“REES”). Based on that information, and pursuant to the AAP, the Investigative Review Committee (“IRC”) approved opening and pursuing an investigation into this matter.

WHEREAS, SRR’s IRC issued a memorandum report on its investigation into the REES coordinated MLO education fraud scheme. The IRC found that REES fraudulently provided course credit to MLOs who had never attended and completed REES’s eight-hour in-person CE course in Westminster, California (the “In-person Education Scheme”). The IRC also found that REES helped MLOs cheat on online PE and/or CE courses by taking those courses on behalf of those MLOs. In each of the schemes orchestrated by REES, the MLOs accepted credit for SAFE-Act-required education courses that they had either not taken or completed on their own behalf in violation of the ROC, and state and federal law (collectively, the “MLO Education Schemes”).

WHEREAS, based on the initial findings of the IRC, pursuant to the CSBS/AARMR Protocol and Agreement this matter was referred from the IRC for further investigation and possible enforcement action, and to which the CSBS Non-Depository

Supervisory Committee authorized the creation of a regulator taskforce to coordinate the multi-state investigation and enforcement activity in this matter (“REES Regulatory Taskforce”). Specifically, the REES Regulatory Taskforce adopted the work of the IRC investigation and engaged in additional investigatory work that included a demand from Respondent for a statement in writing under oath as to all the facts and circumstances concerning the MLO Education Schemes coordinated by and implemented through REES.

WHEREAS, as a result of the REES Regulatory Taskforce investigation as it pertains to Respondent, the following relevant facts and determinations were made, including, but not limited to:

- 1) That Respondent admitted being a knowing and active participant in the MLO Education Schemes coordinated by and implemented through REES;
- 2) That Respondent in fact had PE and/or CE requirements completed by REES on Respondent’s behalf in violation of federal and state law. Specifically, that Respondent had 6 PE and/or CE completed by REES on Respondent’s behalf under the In-person Education Scheme;
- 3) That by participating in the MLO Education Scheme coordinated by and implemented through REES, Respondent had in fact violated the ROC; and
- 4) That by participating in the MLO Education Scheme coordinated by and implemented through REES, Respondent violated state and federal laws concerning competing certain PE and/or CE requirements as a mandatory qualification for licensure.

WHEREAS, Respondent enters into this Agreement solely for the purpose of resolving disputes with the State Mortgage Regulators, including concerning the conduct described in this Agreement, and does not admit to or deny any wrongdoing, allegations or implications of fact and does not admit to or deny any violations of applicable laws, regulations and/or rules governing the conduct described herein. Respondent acknowledges that the State Mortgage Regulators have and maintain jurisdiction over the underlying dispute, including all matters referred to in these recitals, and therefore have the authority to fully resolve the matter.

WHEREAS, Respondent represents to the State Mortgage Regulators that Respondent will comply with Respondent’s obligations under this Agreement, and that

Respondent will hereafter continue to comply with all regulatory requirements imposed by each State Mortgage Regulator.

WHEREAS, Respondent acknowledges that the State Mortgage Regulators are relying, in part, upon Respondent's representations and warranties stated herein in making their determinations in this matter. Respondent further acknowledges that this Agreement may be revoked and the State Mortgage Regulators may pursue any and all remedies available under the law against Respondent if the State Mortgage Regulators later find that Respondent knowingly or willfully withheld information from the State Mortgage Regulators.

WHEREAS, the State Mortgage Regulators have legal authority to initiate administrative actions based on the conduct identified by the REES Regulatory Taskforce investigation as described in herein.

WHEREAS, the intention of the State Mortgage Regulators in effecting this settlement is to fully resolve the violations and misconduct described herein pertaining to Respondent's participation in the MLO Education Scheme coordinated by and implemented through REES. The State Mortgage Regulators reserve all of their rights, duties, and authority to enforce all statutes, rules, and regulations under their respective jurisdictions against Respondent regarding any mortgage loan origination activities outside the scope of this Agreement. Additionally, a State Mortgage Regulator may consider this Agreement and the facts set forth herein in connection with, and in deciding, any action, or proceeding under the jurisdiction of that State Mortgage Regulator, if the basis of such action, or proceeding is not a direct result of the specific activity identified herein; and that this Agreement may, if relevant to such action or proceeding, be admitted into evidence in any matter before a State Mortgage Regulator.

WHEREAS, Respondent hereby knowingly, willingly, voluntarily, and irrevocably consents to the entry of this Order, which is being entered pursuant to the authority vested in each State Mortgage Regulator and agrees that Respondent understands all of the terms and conditions contained herein. Respondent acknowledges that Respondent has full knowledge of Respondent's rights to notice and a hearing pursuant to the laws of the respective Participating States. By voluntarily entering into this Agreement, Respondent waives any right to notice and a hearing, and review of such hearing, and also

herein waives all rights to any other judicial appeal concerning the terms, conditions, and related obligations set forth in this Agreement. Respondent further acknowledges that Respondent has had an opportunity to consult with independent legal counsel in connection with Respondent's waiver of rights and with the negotiation and execution of this Agreement, and that Respondent has either consulted with independent legal counsel or has knowingly elected not to do so.

NOW, THEREFORE, this Agreement having been negotiated by the Parties in order to resolve the issues identified herein, without incurring the costs, inconvenience and delays associated with protracted administrative and judicial proceedings, it is by the State Mortgage Regulators listed below hereby **ORDERED**:

I. JURISDICTION

1. That pursuant to the licensing and supervision laws of the Participating States, the Participating States have jurisdiction over Respondent as described herein and may enforce the terms of this Agreement thereon unless otherwise stated in this Agreement.

II. LICENSE SURRENDER AND APPLICATION WITHDRAWAL

1. *Surrender of License and Withdrawal of Application.* On the Effective Date of this Agreement, Respondent agrees to the surrender of Respondent's mortgage loan originator license or any MLO Activity Endorsement issued by each State Mortgage Regulator in the corresponding Participating State. On the Effective Date of this Agreement, Respondent further agrees to the withdrawal of any application for a mortgage loan originator license or MLO Activity Endorsement pending with each State Mortgage Regulator in the corresponding Participating State. This surrender will go into effect on or after the effective date of this agreement as processed and reflected through the NMLS. Respondent further agrees that Respondent will not apply for a new mortgage loan originator license or, as applicable, petition for the reinstatement of any MLO Activity Endorsement in any of the Participating States for a period of three months from the Effective Date of this Agreement. Should the Respondent apply for such a license or petition for the reinstatement of an MLO Activity Endorsement during that three-month period, that license application or MLO

Activity Endorsement petition, as consented to by the Respondent herein, shall be deemed denied.

2. *New Application for Licensure.* Any time after the three-month period has lapsed from the Effective Date of this Agreement and Respondent has paid the Administrative Penalty set forth in Section III, Paragraph 1 of this Order, Respondent may apply for a new mortgage loan originator license or, as applicable, petition for the reinstatement of an MLO Activity Endorsement in any or all of the Participating States with the understanding that each State Mortgage Regulator reserves the rights to fully investigate such application for licensure or petition for reinstatement of an MLO Activity Endorsement and may either approve or deny such application or petition pursuant to the normal process for such licensing or endorsement investigations. No license application or petition described in this paragraph will be denied solely based on the facts, circumstances, or consensual resolution provided for in this Agreement. Respondent further agrees that Respondent must satisfy the Administrative Penalty provision prior to submitting an application for a new mortgage loan originator license or, as applicable, petition for the reinstatement of an MLO Activity Endorsement.

III. ADMINISTRATIVE PENALTY

1. *Administrative Penalty.* That Respondent shall pay an Administrative Penalty of \$5,000.00 to the Participating States to be distributed equally amongst the Participating States (the “per-state payment”).

2. That in the event that Respondent fails to submit any Administrative Penalty set forth in this Agreement, in the amounts specified herein and in accordance with the applicable deadlines, or if any transfer of any monetary amount required under this Agreement is voided by a Court Order, including a Bankruptcy Court Order, Respondent agrees not to object to a Participating State submitting a claim, nor attempt to defend or defeat such authorized claim, for any unpaid amounts, including against any surety bond that Respondent may maintain in such Participating State as a condition of maintaining a license or MLO Activity Endorsement under the jurisdiction of that State Mortgage Regulator. Respondent further agrees to restrictions being placed on Respondent’s NMLS account unless and until the Administrative Penalty is paid in full.

3. That a State Mortgage Regulator may elect to have its allocation of the Administrative Penalty set forth in Paragraph 1 of this section to be applied towards the respective Participating State's consumer relief, and/or other such alternatives authorized under the respective Participating State's law. Should a State Mortgage Regulator elect to apply its allocation of administrative penalties in such an alternative manner, solely for the purpose of ensuring the effective administration of payments pursuant to the terms of this Agreement, that State Mortgage Regulator shall notify the REES Regulatory Taskforce in writing of such election on or before the Effective Date of this Agreement.

IV. MORTGAGE LOAN ORIGINATOR EDUCATION

1. Prior to the submission of a new application for any new mortgage loan originator license or, as applicable, the filing of a petition for the reinstatement of an MLO Activity Endorsement in any Participating State as provided for in Section II, Paragraph 2 of this Order, the Respondent will be required to complete the following mortgage loan originator education requirements:

a. Twenty hours of NMLS approved PE, which shall consist of 14 hours of federal law curriculum, three hours of ethics curriculum, and three hours of non-traditional mortgage lending curriculum. None of these 20 hours of PE may be state-specific curriculum; and

b. Eight hours of CE, which shall consist of four hours of federal law curriculum, two hours of ethics curriculum, and two hours of non-traditional mortgage lending curriculum. None of these eight hours of CE may be state-specific curriculum.

2. Respondent may not take any of the PE or CE provided for in Paragraph 1 of this Section in an online self-study format ("OSS").

3. For a period three years from the Effective Date of this Order, Respondent shall be required to complete any additional required PE and/or CE in a format other than OSS.

V. ENFORCEMENT

1. *General Enforcement Authority:* That the terms of this Agreement shall be enforced in accordance with the provisions, terms and authorities provided in this Agreement and under the respective laws and regulations of each Participating State.

2. *No Restriction on Existing Examination and Investigative Authority.* That this Agreement shall in no way preclude any State Mortgage Regulator from exercising its examination or investigative authority authorized under the laws of the corresponding Participating State in the instance a determination is made wherein Respondent is found not to be adhering to the requirements of the Agreement, other than inadvertent and isolated errors that are promptly corrected by Respondent, or involving any unrelated matter not subject to the terms of this Agreement. The Parties agree that the failure of Respondent to comply with any term or condition of this Agreement with respect to a particular State shall be treated as a violation of an Order of the State and may be enforced as such. Moreover, Respondent acknowledges and agrees that this Agreement is only binding on the State Mortgage Regulators and not any other Local, State or Federal Agency, Department or Office.

4. *Information Requests.* This Agreement shall not limit Respondent's obligations, as a licensee of the State Mortgage Regulators, to cooperate with any examination or investigation, including but not limited to, any obligation to timely provide requested information or documents to any State Mortgage Regulator.

5. *Revocation of License.* To the extent the Respondent engages in similar activity that was the basis for this Agreement, Respondent affirmatively consents to the immediate revocation of any impacted mortgage loan originator license. Respondent further agrees to waive his or her right to a hearing, and to any reconsideration, appeal, or other rights which may be afforded to contest the revocation of the impacted mortgage loan originator license under this provision.

VI. GENERAL PROVISIONS

1. *Effective Date.* That this Agreement shall become effective upon execution by all of the State Mortgage Regulators for the Participating States and when posted on the NMLS (the "Effective Date").

2. *Public Record.* That this Agreement shall become public upon the Effective Date.

3. *Binding Nature.* The provisions of this Agreement shall remain effective and enforceable except to the extent that, and until such time as, any provisions of this Agreement shall have been modified, terminated, suspended, or set aside, in writing by

mutual agreement of the State Mortgage Regulators, collectively, and Respondent.

4. *Standing and Choice of Law.* That each State Mortgage Regulator has standing to enforce this Agreement in the judicial or administrative process otherwise authorized under the laws and regulations of the corresponding Participating State. Upon entry, this Agreement shall be deemed a final order of each respective State Mortgage Regulator unless adoption of a subsequent order is necessary under the laws of the corresponding Participating State. In the event of any disagreement between any State Mortgage Regulator and Respondent regarding the enforceability or interpretation of this Agreement and compliance therewith, the courts or administrative agency authorized under the laws of the corresponding Participating State shall have exclusive jurisdiction over the dispute, and the laws of the Participating State shall govern the interpretation, construction, and enforceability of this Agreement.

5. *Adoption of Subsequent Orders to Incorporate Terms.* That a State Mortgage Regulator, if deemed necessary under the laws and regulations of the corresponding Participating State, may issue a separate administrative order to adopt and incorporate the terms and conditions of this Agreement. A State Mortgage Regulator may *sua sponte* issue such subsequent order without the review and approval of Respondent provided the subsequent order does not amend, alter, or otherwise change the terms of the Agreement. In the event a subsequent order amends, alters, or otherwise changes the terms of the Agreement, the terms of the Agreement, as set forth herein, will control.

6. *Privilege.* That this Agreement shall not constitute a waiver of any applicable attorney-client or work product privilege, confidentiality, or any other protection applicable to any negotiations relative to this Agreement.

7. *Titles.* That the titles used to identify the paragraphs of this Agreement are for the convenience of reference only and do not control the interpretation of this Agreement.

8. *Final Agreement.* That this Agreement is the final written expression and the complete and exclusive statement of all the agreements, conditions, promises, representations, and covenants between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements, negotiations, representations, understandings, and discussions between and among the Parties, their respective representatives, and any other person or entity, with respect to the subject matter

covered herein, excepting therefrom any proceeding or action if such proceeding or action is based upon facts not presently known to a State Mortgage Regulator. The Parties further acknowledge and agree that nothing contained in this Agreement shall operate to limit a State Mortgage Regulator's ability to assist any other Local, State or Federal Agency, Department or Office with any investigation or prosecution, whether administrative, civil or criminal, initiated by any such Agency, Department or Office against Respondent or any other person based upon any of the activities alleged in these matters or otherwise.

9. *Waiver.* That the waiver of any provision of this Agreement shall not operate to waive any other provision set forth herein, and any waiver, amendment and/or change to the terms of this Agreement must be in writing signed by the Parties.

10. *Costs.* That except as otherwise agreed to in this Agreement, each party to this Agreement will bear its own costs and attorneys' fees associated with this enforcement action.

11. *Notices.* That any notice to Respondent and/or the State Mortgage Regulators required or contemplated by this Agreement shall be delivered, if not otherwise described herein, by electronic copy to Respondent through the NMLS, or similar contact system, and to the State Mortgage Regulators by direct written notification.

12. *Counterparts.* That this Agreement may be executed in separate counterparts, by facsimile or by PDF. A copy of the signed Agreement will be given the same effect as the originally signed Agreement.

13. That nothing in this Agreement shall relieve Respondent of Respondent's obligation to comply with applicable State and Federal law.

It is so **ORDERED**.

IN WITNESS WHEREOF, in consideration of the foregoing, including the recital paragraphs, and with the Parties intending to be legally bound, do hereby execute this Agreement.

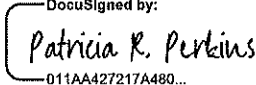
Samuel Stamper

By: _____
Samuel Stamper
Individually

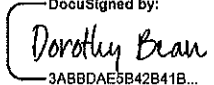
DocuSigned by:
SAMUEL STAMPER
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Signatures continue on the next page.

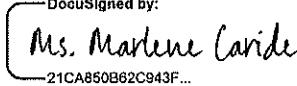
Idaho Department of Finance:

By: 
 Name: Patricia R. Perkins
 Title: Director
 Date: 12/21/2021

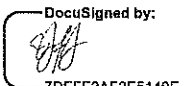
Oregon Department of Consumer and Business Services, Division of Financial Regulation

By: 
 Name: Dorothy Bean
 Title: Chief of Enforcement
 Date: 12/21/2021

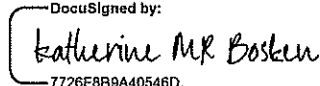
New Jersey Department of Banking and Insurance:

By: 
 Name: Ms. Marlene Caride
 Title: Commissioner of NJ DOBI
 Date: 12/21/2021

Virginia State Corporation Commission:

By: 
 Name: E. Joseph Face, Jr.
 Title: Commissioner of Financial Institutions
 Date: 12/22/2021

North Carolina Office of the Commissioner of Banks:

By: 
 Name: Katherine MR Bosken
 Title: Commissioner of Banks
 Date: 12/21/2021

ORDER

The Commission and the Director approve and adopt all terms and conditions of the foregoing Settlement Agreement and Consent Order and Addendum to Settlement Agreement and Consent Order (collectively referred to as the "Agreement") of the Division of Real Estate (the "Division") and Samuel Stamper ("Respondent"). Based upon the foregoing Agreement and for good cause appearing, the Commission and the Director order that, in lieu of the filing of a Petition and the holding of a hearing in this matter:

- a. Respondent shall pay a civil penalty of One Thousand Dollars (\$1,000.00) to the Division of Real Estate (the "Division") within ninety (90) days from the date that the Commission and the Director sign the final order in this matter.
- b. In addition to payment of the civil penalty, Respondent acknowledges the surrender of Respondent's mortgage loan originator license, which is to be backdated to match the same date of surrender as was originally agreed in Section II, Paragraph I of the Agreement. On the effective date of the Agreement, Respondent further agrees to the withdrawal of any application for a mortgage loan originator license or any MLO Activity Endorsement pending with each State Mortgage Regulator in the corresponding Participating State under the Agreement. Respondent further acknowledges that Respondent shall not apply for a new mortgage loan originator license with the Division until after the lapse of a period of three months from the date of surrender as was originally agreed in Section II, Paragraph I of the Agreement.
- c. If Respondent fails to comply in full with the terms of this stipulated order by the deadline(s) stated, Respondent's license shall immediately and without further

notice be suspended pursuant to Utah Code Ann. § 61-2c-402(3)(b) until such time as Respondent complies in full with the terms of this Order.

- d. If Respondent fails to pay the civil penalty within 90 days, the Division may begin a collection process to collect any remaining balance owed pursuant to Utah Code Ann. § 61-2c-402(3)(b).
- e. Pursuant to the provisions of Utah Code Ann. § 78B-5-205 and Rule 58A of the Utah Rules of Civil Procedure, Respondent specifically now and hereafter authorizes entry of Judgment against Respondent for the unpaid balance owing to the Division (“Judgment Amount”). Respondent hereby admits, agrees and acknowledges that the Judgment Amount will be justly due to the Division by virtue of Respondent’s material failure to timely pay the civil penalty as set forth herein.
- f. In confessing judgment, Respondent hereby agrees and authorizes that the judgment may be immediately entered against Respondent, less any sums paid to the Division after the date hereof, should Respondent fail to comply with the terms set forth in the Order.
- g. Respondent’s automatic confession of judgment is unconditional and irrevocable and shall be binding.
- h. If Respondent fails to comply in full with the terms of the Order by the deadline(s) stated herein, the Division may bring an action to enforce this Stipulation and Order, may begin a collection action, or both.

This order shall be effective on the signature date below.

Dated this 10 day of March, 2022.

UTAH RESIDENTIAL MORTGAGE

REGULATORY COMMISSION

JEFF ENGLAND, CHAIR

G. SCOTT GIBSON, VICE CHAIR

GEORGE P. RICHARDS

KAY R. ASHTON

ALLISON OLSEN

The undersigned concurs with the foregoing order this 10 day of March, 2022.



JONATHAN C. STEWART, DIRECTOR
DIVISION OF REAL ESTATE

Motion to sign on behalf of
Commission / Board.
Signing on behalf of
Commission / Board.



Name: Jonathan Stewart
Division / Acting Director



Tuesday, November 16, 2021 13:43

 EMAIL HAND DELIVERY
 POSTMARKED _____

DEPARTMENT OF COMMERCE
DIVISION OF REAL ESTATE
JONATHAN C. STEWART, DIRECTOR
P.O. BOX 146711
160 EAST 300 SOUTH
SALT LAKE CITY, UTAH 84114-6711
Telephone: (801) 530-6747

BEFORE THE DIVISION OF REAL ESTATE OF
THE DEPARTMENT OF COMMERCE
OF THE STATE OF UTAH

In the Matter of the Application of
JORGE E. USCATEGUI
to Act as a Mortgage Loan Originator

ORDER ON APPLICATION

Case No. MG-21-130924

On July 22, 2021, Jorge E. Uscategui (Applicant) submitted to the Utah Residential Mortgage Regulatory Commission (Commission) and the Division of Real Estate (Division) a request for licensure as a mortgage loan originator. The application was reviewed in an informal proceeding to determine whether Applicant meets the licensing requirements of Utah Code § 61-2c-203. The presiding officer, on behalf of the Division and pursuant to a grant of authority from the Commission, now makes the following analysis and order.

REASONS FOR DECISION

In his application for licensure, Applicant disclosed tax liens filed by the State of Utah for tax years 2006 and 2007. The balance due for these tax years according to the notice provided by Applicant is \$5,450.97 for 2006 and \$2,033.84 for 2007. Applicant has not set up a payment plan, or made any payments to pay off or settle this delinquency. In his letter of explanation, Applicant states that his goal is to pay the tax liens.

Utah Code § 61-2c-203(1) provides that the Division determine whether an applicant demonstrates financial responsibility to qualify for licensure. Utah Administrative Code § R162-2c-202 provides that the Division consider outstanding tax liens in making that determination.

Applicant's failure to pay the tax liens reflects negatively on his financial responsibility. Therefore, Applicant does not meet the requirements of Section 61-2c-203(1) for unrestricted licensure. The presiding officer finds that issuing a probationary license is justified in these circumstances.

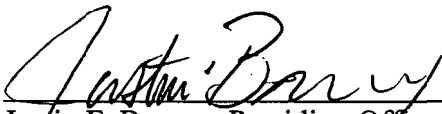
ORDER

Based on the above analysis, Jorge E. Uscategui's application for licensure as a mortgage loan originator is granted with restriction. The license is placed on probation until Mr. Uscategui demonstrates to the satisfaction of the Division that he has either paid the state tax liens in full or has made regular and substantial payments to significantly reduce the outstanding amount of his tax arrearage.

This order shall be effective on the signature date below.

DATED this 9th day of November, 2021.

UTAH DIVISION OF REAL ESTATE


Justin F. Barney, Presiding Officer
Utah Division of Real Estate

Notice of Right to Administrative Review

Review of this order by the Utah Residential Mortgage Regulatory Commission may be sought by filing a written request with the Director of the Division of Real Estate within 30 days after issuance of this order. On receipt of any such request, the Division will schedule a hearing of the matter.

CERTIFICATE OF MAILING

I hereby certify that on the 16th day of NOVEMBER, 2021, the undersigned mailed a true and correct copy of the foregoing document by first class mail, postage prepaid, and by email, to the following:

Jorge E. Uscategui
5727 West Swift Creek Road
West Jordan, Utah 84081

nius1966@yahoo.com





DIVISION OF REAL EST.
FILED/RECEIVED

Wednesday, February 02, 2022 10:42
 EMAIL HAND DELIVERY
 POSTMARKED

Sandy Margulies (#15194)
Assistant Attorney General
SEAN D. REYES (#7969)
UTAH ATTORNEY GENERAL
Commercial Enforcement Division
160 East 300 South, 5th Floor
P.O. Box 140872
Salt Lake City, UT 84114-0872
Phone: (801) 366-0310

Attorneys for the Division of Real Estate

BEFORE THE DIVISION OF REAL ESTATE OF
THE UTAH DEPARTMENT OF COMMERCE

IN THE MATTER OF THE LICENSE OF:

STIPULATION & CONSENT ORDER

PEOPLES MORTGAGE COMPANY,

Div. Case No. MG-18-98370

Respondent.

The Division of Real Estate of the Department of Commerce of the State of Utah (the "Division"), by and through its counsel, Sandy Margulies, and Peoples Mortgage Company ("Respondent"), of Murray Utah, hereby stipulate and agree as follows:

STIPULATION

1. Respondent has been licensed by the Division as a Mortgage Lender Company under License No. 9029299-NDBA since September 11, 2003.
2. Respondent admits that the Utah Residential Mortgage Regulatory Commission (the "Commission") has jurisdiction over Respondent with regard to the subject matter of this action.
3. Respondent specifically waives the right to an adjudicative proceeding under Utah Code Ann. § 61-2c-103(1) (2020) and the rules promulgated thereunder. Respondent and the

Division hereby express their intent that this matter be resolved expeditiously through stipulation as contemplated in Utah Code Ann. § 63G-4-102(4) (2020).

4. Respondent admits the following statements of fact are true and correct:
 - a. Peoples Mortgage Company, which has an office in Murray, Utah, was licensed at all times related to this matter.
 - b. Respondent offered a referral promotion to past clients/borrowers in which each time a past client/borrower referred someone to Respondent, and the referral closed on their mortgage loan, the referrer would receive a \$500.00 gift card from Respondent.
 - c. The conduct was confirmed by Respondent's Director of Compliance, Nando Mireles, who admitted to approving the gift card promotion.
 - d. Two gift cards in total had been given for referrals to clients at the Murray branch by the lending manager, Devin Jones, based on Nando Mireles' approval.
 - e. On July 3, 2018, Respondent ceased the gift card promotion.
5. The above acts and practices constitute violation(s) of the following statute(s) and the administrative rules promulgated thereunder, as they were in effect at the time of such violation(s). Specifically, Respondent admits that Respondent has violated the following provisions:
 - a. **Utah Code Ann. § 61-2c-301 (2018). Prohibited Conduct –**
(1) A person transacting the business of residential mortgage loans in this state may not: (a) give or receive a referral fee[.]
6. The Division concludes that by violating the foregoing statute(s), grounds exist for taking disciplinary action against Respondent's license in accordance with Utah Code Ann. § 61-2c-402(1).
7. As full settlement of all the issues raised in this stipulation, Respondent agrees that an

Order may be entered against Respondent as follows:

- a. Respondent shall pay a civil penalty of \$5,000 to the Division within thirty (30) days from the date that the Commission and the Director sign the final order in this matter.
- b. Respondent's MU-1 Form shall be updated within ten (10) business days of the approval of the stipulation and order.
- c. Should Respondent fail to pay said amounts within 30 days, pursuant to the provisions of Utah Code § 78B-5-205 and Rule 58A of the Utah Rules of Civil Procedure, Respondent specifically now, and hereafter, authorizes entry of Judgment against Respondent for the unpaid balance owing to the Division ("Judgment Amount"). Respondent admits, agrees, and acknowledges that the Judgment Amount will be justly due the Division by virtue of Respondent's material failure to timely pay the civil penalty as set forth herein.
- d. In confessing judgment, Respondent hereby agrees and authorizes that the judgment may be immediately entered against Respondent, less any sums paid to the Division after the date hereof, should Respondent fail to comply with the terms set forth in this Stipulation and Consent Order.
- e. If Respondent fails to comply in full with the terms of this stipulated order by the deadline(s) stated, Respondent's license shall immediately and without further notice be suspended pursuant to Utah Code Ann. § 61-2c-403(3)(b) until such time as Respondent complies in full with the terms of this order. Furthermore, the Division may begin a collection process to collect any remaining balance owed pursuant to Utah Code Ann. § 61-2c-402(3)(b).

- f. Pursuant to the provisions of Utah Code Ann. § 78B-5-205 and Rule 58A of the Utah R. of Civ. P., Respondent specifically now and hereafter authorizes entry of Judgment against Respondent for the unpaid balance owing to the Division. Respondent hereby admits, agrees and acknowledges that the Judgment Amount will be justly due the Division by virtue of Respondent's material failure to timely pay the civil penalty as set forth herein.
 - g. In confessing judgment, Respondent hereby agrees and authorizes that the judgment may be immediately entered against Respondent, less any sums paid to the Division after the date hereof, should Respondent fail to comply with the terms set forth in the Order.
 - h. Respondent's automatic confession of judgment is unconditional and irrevocable and shall be binding.
8. Respondent and the Division recognize and agree that this stipulation shall not be binding until the Commission and the Director review it and jointly approve it in a public meeting conducted pursuant to Utah Code § 52-4 *et seq.*
9. Respondent acknowledges that, as part of their review, the Commission and Director may ask the Division investigative staff and/or counsel questions about this stipulation and the investigative staff and/or counsel may answer such questions and provide factual information in public and on the record.
10. Respondent has the right to be present when the stipulation is presented for consideration and to address the Commission and the Director about this stipulation or the facts underlying it. If Respondent desires to be present to address the Commission and Director, Respondent may contact Maelynn Valentine at the Division by calling (801) 530-6747 for

information about the date, time, and place of the meeting at which this stipulation will be presented for consideration to the Commission and the Director.

11. If either the Commission or the Director does not approve any part of the stipulated agreement proposed herein, this entire stipulation shall be null and void except as to Paragraph 12 and a hearing shall be scheduled for this matter.
12. Should this stipulation be nullified and the matter proceed to hearing, Respondent waives any claim Respondent may have with regard to the Commission and Director by virtue of their:
 - a. having reviewed this stipulation;
 - b. having heard any statement made by investigative staff, counsel or any statement made by any Respondent; and
 - c. having decided the stipulation shall be null and void.

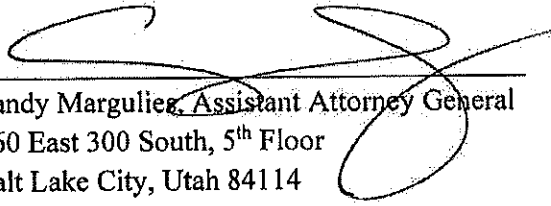
This waiver shall survive any nullification of this stipulation.

13. Respondent acknowledges that upon approval by the Commission and the Director, this stipulation shall be made a part of the attached final order and shall be the final compromise and settlement of this matter, and is not subject to reconsideration, renegotiation, modification, appeal, or rehearing.
14. Respondent affirms that Respondent enters into this stipulation voluntarily.
15. Respondent affirms that the only promises, agreements, or understandings the Respondent has obtained from the Division or from any member, officer, agent, or representative of the Division regarding this stipulation are contained herein.
16. Respondent acknowledges that Respondent has been informed of its right to be represented by legal counsel.
17. Respondent acknowledges that this stipulation does not foreclose the possibility that

Respondent may be prosecuted criminally or investigated by other government agencies on the basis of the facts herein admitted.


18. This document and all other documents incorporated herein by reference constitute the entire agreement between the parties herein. This stipulated agreement supersedes and cancels any and all prior negotiations, representations, understandings, or agreements between the parties. There are no verbal agreements that modify, interpret, construe, or affect this agreement.
19. Respondent acknowledges that this stipulation and order, once adopted, will be classified as a public document and will be accessible to the public. Respondent acknowledges that the Division will publish information in the Division's quarterly newsletter and may inform other state and federal agencies of any action taken on Respondent's license and the terms of this stipulation and order.

SEAN D. REYES
UTAH ATTORNEY GENERAL


Sandy Margulies, Assistant Attorney General
160 East 300 South, 5th Floor
Salt Lake City, Utah 84114
Counsel for the Division of Real Estate

Dated: ~~Feb~~ January 26th, 2022.

RESPONDENT


Peoples Mortgage Company
Stan Morris, President
2055 E Centennial Circle
Tempe, Arizona 85284
Stan.morris@Peoplesmortgage.com

Dated: January 12th, 2022.

ORDER

The Commission and the Director approve and adopt the foregoing stipulation of the parties. Based upon the foregoing stipulation and for good cause appearing, the Commission and the Director order that, in lieu of holding a hearing in this matter:

1. Respondent shall pay a civil penalty of \$5,000 to the Division within thirty (30) days from the date that the Commission and the Director sign the final order in this matter.
2. Respondent's MU-1 Form shall be updated within ten (10) business days of the approval of the stipulation and order.
3. If Respondent fails to comply in full with the terms of this stipulated order by the deadline(s) stated, Respondent's license shall immediately and without further notice be suspended pursuant to Utah Code Ann. § 61-2c-403(3)(b) until such time as Respondent complies in full with the terms of this order. Furthermore, the Division may begin a collection process to collect any remaining balance owed pursuant to Utah Code Ann. § 61-2c-402(3)(b).
4. Pursuant to the provisions of Utah Code Ann. § 78B-5-205 and Rule 58A of the Utah R. of Civ. P., Respondent specifically now and hereafter authorizes entry of Judgment against Respondent for the unpaid balance owing to the Division. Respondent hereby admits, agrees and acknowledges that the Judgment Amount will be justly due the Division by virtue of Respondent's material failure to timely pay the civil penalty as set forth herein.
5. In confessing judgment, Respondent hereby agrees and authorizes that the judgment may be immediately entered against Respondent, less any sums paid to the Division after the date hereof, should Respondent fail to comply with the terms set forth in the Order.
6. Respondent's automatic confession of judgment is unconditional and irrevocable and shall be binding.

This order shall be effective on the signature date below.

Dated this 2 day of February, 2022.

UTAH RESIDENTIAL MORTGAGE
REGULATORY COMMISSION

JEFF B. ENGLAND, CHAIR

G. SCOTT GIBSON, VICE CHAIR

GEORGE P. RICHARDS

KAY R. ASHTON

ALLISON A. OLSEN

The undersigned concurs with the foregoing order this 2 day of February,
2022.



JONATHAN C. STEWART, DIRECTOR
DIVISION OF REAL ESTATE

**Motion to sign on behalf of
Commission / Board.
Signing on behalf of
Commission / Board.**


Name: Jonathan Stewart
Division / Acting Director



SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor

State of Utah
Department of Commerce

MARGARET W. BUSSE
Executive Director

JONATHAN C. STEWART
Real Estate Division Director

February 2, 2022

PEOPLES MORTGAGE COMPANY
ATTN: STAN MORRIS
2055 E CENTENNIAL CIRCLE
TEMPE AZ 85284

RE: Case No. MG-18-98370
License No. 9029299-NDBA

Dear Mr. Morris:

Enclosed is a copy of the signed order in the above-referenced case. It has now been approved and adopted by the Utah Residential Mortgage Regulatory Commission and the Director of the Division of Real Estate.

You have been assessed a civil penalty of \$5,000.00 to be paid to the Division no later than March 5, 2022. Be advised, the State's collection agency administers additional fees for collections. To avoid paying additional fees, please pay the civil penalty in full by the due date. Make checks payable to "Division of Real Estate" or, you may pay with a credit card over the phone by calling the Division at (801) 530-6747.

You shall update the answers on the MU1 disclosures form to reflect this regulatory action within 10 calendar days from the date the Commission and the Director sign the final order.

Should you fail to pay the fine or complete other conditions of the Order by the agreed deadline(s), your license will immediately, without notice, become suspended and may only be reinstated on the condition that the fine and other conditions of the Order are met, in addition to any other license reinstatement requirements.

Thank you for your cooperation in this matter. If you have any questions, please call me at (801) 530-6747.

Sincerely,

Kadee Wright
Chief Investigator

Enclosure



DIVISION OF REAL EST.
FILED/RECEIVED

Thursday, March 10, 2022 14:19

EMAIL HAND DELIVERY

POSTMARKED _____

DIVISION OF REAL ESTATE
JONATHAN C. STEWART, DIRECTOR
DEPARTMENT OF COMMERCE
160 EAST 300 SOUTH 2ND FLOOR
P.O. BOX 146711
SALT LAKE CITY, UTAH 84114-6711
TELEPHONE: (801) 530-6747
FAX: (801) 530-6749

BEFORE THE UTAH RESIDENTIAL MORTGAGE REGULATORY COMMISSION

**IN THE MATTER OF THE LICENSE
OF:**

**MORTGAGE EDUCATORS &
COMPLIANCE,**

Applicant.

STIPULATION & ORDER

Case No. MG-22-133376

The Division of Real Estate of the Department of Commerce of the State of Utah (the “Division”), by and through its Real Estate Analyst, Matthew Hastings, and Mortgage Educators & Compliance (“Applicant”) of American Fork, Utah, hereby stipulate and agree as follows:

STIPULATION

1. Applicant was a licensee of the Division, licensed as a Mortgage Pre-License School under license number 2297955-MPLS. Applicant’s license expired July 31, 2021. Applicant has held a Mortgage Pre-License School license with the Division since January of 2005.
2. Applicant admits that the Utah Residential Mortgage Regulatory Commission (the “Commission”) has jurisdiction over Applicant and over the subject matter of this action.
3. Applicant specifically waives the right to an adjudicative proceeding under Utah Code Ann. § 61-2c-402.1 (2021) and the rules promulgated thereunder. Applicant and the Division hereby express their intent that this matter be resolved expeditiously through stipulation as contemplated in Utah Code Ann. § 63G-4-102(4) (2021).

4. Applicant admits the following statements of fact are true and correct:
- a. Applicant became licensed by the Division as a Mortgage Pre-License School in January 2005 under License No. 2297955-MPLS.
 - b. David Luna is the sole Mortgage Pre-License Instructor for Applicant and he became licensed by the Division in December 2004 under License No. 5493277-MPLI.
 - c. Jointly, Applicant and Mr. Luna unlawfully instructed Utah-specific mortgage pre-licensing courses for a significant quantity of students between December 31, 2020 and February 22, 2022 (the “Inactive Period”) where either Applicant or Mr. Luna did not concurrently possess active licenses.
 - i. On or about December 31, 2020, Mr. Luna’s Mortgage Pre-License Instructor license expired. Mr. Luna’s license remained expired from December 31, 2020 through July 7, 2021.
 - ii. On or about July 31, 2021, Applicant’s Mortgage Pre-License School license expired. Applicant’s license remains expired as of the date of this Stipulation and Order.
 - iii. During the Inactive Period, which spans over one year, Applicant and Mr. Luna possessed active licenses concurrently for only a period of twenty four (24) days. This short period of compliance with licensing requirements occurred between July 7, 2021 and July 31, 2021.
 - iv. Despite the twenty four (24) days of compliance with licensing requirements in July of 2021, the license of Applicant or the license of Mr. Luna remained expired at all times during the Inactive Period.
 - d. Therefore, Applicant unlawfully instructed courses and collected payments from

students during the Inactive Period.

5. Applicant admits that the above acts and practices constitute violations of the Utah Residential Mortgage Practices and Licensing Act as contained in Utah Code Ann. § 61-2c-101 *et seq.*, and the rules promulgated thereunder, as they were in effect at the time of such violations. Specifically, Applicant admits that it has violated:

a. **Utah Code Ann. § 61-2c-204.1 (2021)**
License required.

(2)

- (a) A person may not provide Utah-specific prelicensing education if that person is not certified by the division under this chapter.

b. **Utah Admin. Code R162-2c-203 (2021)**
Utah-Specific Education Certification

(1)

- (a) A school offering Utah-specific education shall certify with the division before providing any instruction.

(1) A school certification expires 24 months from the date of issuance and must be renewed before the expiration date in order for the school to remain in operation. To renew, a school applicant shall:

(a) complete a renewal application as provided by the division;

(b) pay a nonrefundable renewal fee;

(c) provide a list of the proposed courses with a projected schedule of days, times, and locations of classes; and

(d) provide the information specified in Subsection 3(c) for Utah-specific course certification for the division's evaluation of each proposed course.

(2)

(a) A school providing a Utah-specific course shall certify the course with the

division before offering the course to students.

c. **Utah Admin. Code R162-2c-301 (2021)**
Unprofessional Conduct

(5) School.

(a) Affirmative duties. A school that fails to fulfill any affirmative duty shall be subject to discipline under Sections 61-2c-401 through 61-2c-405. A school shall:

(vi) adhere to all state laws and regulations regarding school and instructor certification;

(b) Prohibited conduct. A school that engages in any prohibited activity shall be subject to discipline under Sections 61-2c-401 through 61-2c-405. A school may not:

(ii) continue to operate after the expiration date of the school certification and without renewing;

(iii) continue to offer a course after its expiration date and without renewing;

(iv) allow an instructor whose instructor certification has expired to continue teaching.

6. As full settlement of all of the issues raised in this stipulation, Applicant agrees that an Order shall be entered as follows:

a. Applicant shall pay a civil penalty of Forty Two Thousand and Three Hundred Dollars (\$42,300.00) to the Division within ninety (90) days from the date that the Commission and the Director sign the final order in this matter.

b. In addition to payment of the civil penalty, Applicant shall modify their prelicense school course completion certificates to include the following:

i. prelicense course title,

ii. licensee name and NMLS number,

iii. Applicant's license number and license expiration date,

iv. name and signature of Applicant's School Director

- v. date of course completion,
 - vi. number of credit hours awarded, and
 - vii. prelicense instructor(s) name(s), license number, and license expiration date.
- c. If Applicant fails to comply in full with the terms of this stipulated order by the deadline(s) stated, Applicant's license shall immediately and without further notice be suspended pursuant to Utah Code Ann. § 61-2c-402(3)(b) until such time as Applicant complies in full with the terms of this Order.
- d. If Applicant fails to pay the civil penalty within 90 days, the Division may begin a collection process to collect any remaining balance owed pursuant to Utah Code Ann. § 61-2c-402(3)(b).
- e. Pursuant to the provisions of Utah Code Ann. § 78B-5-205 and Rule 58A of the Utah Rules of Civil Procedure, Applicant specifically now and hereafter authorizes entry of Judgment against Applicant for the unpaid balance owing to the Division ("Judgment Amount"). Applicant hereby admits, agrees and acknowledges that the Judgment Amount will be justly due to the Division by virtue of Applicant's material failure to timely pay the civil penalty as set forth herein.
- f. In confessing judgment, Applicant hereby agrees and authorizes that the judgment may be immediately entered against Applicant, less any sums paid to the Division after the date hereof, should Applicant fail to comply with the terms set forth in the Order.
- g. Applicant's automatic confession of judgment is unconditional and irrevocable and shall be binding.

- h. If Applicant fails to comply in full with the terms of the Order by the deadlines stated herein, the Division may bring an action to enforce this Stipulation and Order, may begin a collection action, or both.
- 7. The Division and Applicant recognize and agree that this stipulation shall not be binding until the Commission and the Director review it and jointly approve it in a public meeting conducted pursuant to Utah Code Ann. § 52-4-101, *et seq.* (2021).
- 8. Applicant acknowledges that, as part of their review, the Commission and Director may ask the Division investigative staff questions about this stipulation and the investigative staff may answer such questions and provide factual information in public and on the record.
- 9. Applicant has the right to be present when the stipulation is presented for consideration and to address the Commission and the Director about this stipulation or the facts underlying it. If Applicant desires to be present to address the Commission and Director, Applicant may contact Maelynn Valentine at the Division by calling (801) 530-6750 for information about the date, time, and place of the meeting at which this stipulation will be presented for consideration to the Commission and the Director.
- 10. If either the Commission or the Director does not approve any part of the stipulated agreement proposed herein, this entire stipulation shall be null and void except as to Paragraph 11, and a hearing shall be scheduled for this matter.
- 11. Should this stipulation be nullified and the matter proceed to hearing, Applicant waives any claim Applicant may have with regard to the Commission and Director by virtue of their:
 - a. having reviewed this stipulation;
 - b. having heard any statement made by investigative staff or any statement made by

Applicant; and

- c. having decided the stipulation shall be null and void.

This waiver shall survive any nullification of this stipulation.

12. Applicant acknowledges that upon approval by the Commission and the Director, this stipulation shall be made a part of the attached final order, and shall be the final compromise and settlement of this matter, and is not subject to reconsideration, renegotiation, modification, appeal, or rehearing.
13. Applicant affirms that Applicant enters into this stipulation voluntarily.
14. Applicant affirms that the only promises, agreements, or understandings Applicant has obtained from the Division or from any member, officer, agent, or representative of the Division regarding this stipulation are contained herein.
15. Applicant acknowledges that Applicant has been informed of Applicant's right to be represented by legal counsel and affirms that Applicant is waiving that right.
16. This document and all other documents incorporated herein by reference constitute the entire agreement between the parties herein. This stipulated agreement supersedes and cancels any and all prior negotiations, representations, understandings, or agreements between the parties. There are no verbal agreements that modify, interpret, construe, or affect this agreement.
17. Applicant acknowledges that this stipulation does not foreclose the possibility that Applicant may be prosecuted criminally, investigated by other government agencies on the basis of the facts herein admitted, or both.
18. Applicant acknowledges that this Stipulation and Order, once adopted, will be classified as a public document and will be accessible to the public. Applicant acknowledges that the Division will publish information in the Division's quarterly newsletter and may inform

other state and federal agencies of any action taken on the Applicant's license and the terms of this Stipulation and Order.

APPLICANT:

MORTGAGE EDUCATORS & COMPLIANCE


Date: March 9, 2022

By: Jyana Minet Anderson

Its: Vice President

DIVISION OF REAL ESTATE

Prepared By:



Matthew Hastings
Real Estate Analyst

Date: 3/9/2022

ORDER

The Commission and the Director approve and adopt the foregoing stipulation of the parties. Based upon the foregoing stipulation and for good cause appearing, the Commission and the Director order that, in lieu of the filing of a Petition and the holding of a hearing in this matter:

- a. Applicant shall pay a civil penalty of Forty Two Thousand and Three Hundred Dollars (\$42,300.00) to the Division within ninety (90) days from the date that the Commission and the Director sign the final order in this matter.
- b. In addition to payment of the civil penalty, Applicant shall modify their prelicense school course completion certificates to include the following:
 - i. prelicense course title,
 - ii. licensee name and NMLS number,
 - iii. Applicant's license number and license expiration date,
 - iv. name and signature of Applicant's School Director
 - v. date of course completion,
 - vi. number of credit hours awarded, and
 - vii. prelicense instructor(s) name(s), license number, and license expiration date.
- c. If Applicant fails to comply in full with the terms of this stipulated order by the deadline(s) stated, Applicant's license shall immediately and without further notice be suspended pursuant to Utah Code Ann. § 61-2c-402(3)(b) until such time as Applicant complies in full with the terms of this Order.
- d. If Applicant fails to pay the civil penalty within 90 days, the Division may begin a collection process to collect any remaining balance owed pursuant to Utah Code Ann. § 61-2c-402(3)(b).

- e. Pursuant to the provisions of Utah Code Ann. § 78B-5-205 and Rule 58A of the Utah Rules of Civil Procedure, Applicant specifically now and hereafter authorizes entry of Judgment against Applicant for the unpaid balance owing to the Division (“Judgment Amount”). Applicant hereby admits, agrees and acknowledges that the Judgment Amount will be justly due to the Division by virtue of Applicant’s material failure to timely pay the civil penalty as set forth herein.
- f. In confessing judgment, Applicant hereby agrees and authorizes that the judgment may be immediately entered against Applicant, less any sums paid to the Division after the date hereof, should Applicant fail to comply with the terms set forth in the Order.
- g. Applicant’s automatic confession of judgment is unconditional and irrevocable and shall be binding.
- h. If Applicant fails to comply in full with the terms of the Order by the deadline(s) stated herein, the Division may bring an action to enforce this Stipulation and Order, may begin a collection action, or both.

This order shall be effective on the signature date below.

Dated this 10 day of March, 2022.

UTAH RESIDENTIAL MORTGAGE
REGULATORY COMMISSION

JEFF ENGLAND, CHAIR

G. SCOTT GIBSON, VICE CHAIR

GEORGE P. RICHARDS

KAY R. ASHTON

ALLISON OLSEN

The undersigned concurs with the foregoing order this 10 day of March,
2022.



JONATHAN C. STEWART, DIRECTOR
DIVISION OF REAL ESTATE

**Motion to sign on behalf of
Commission / Board.
Signing on behalf of
Commission / Board.**



Name: Jonathan Stewart
Division / Acting Director

WALZ

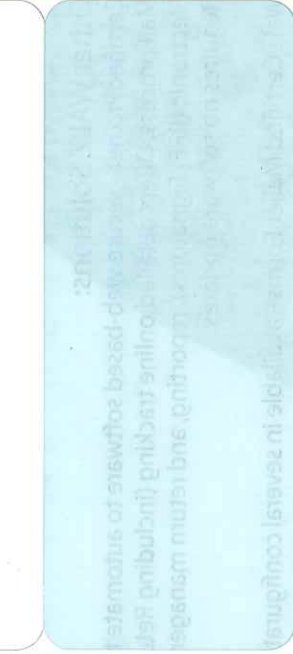
WALZ
FROM
CERTIFIED MAILER®

FORM #45663 VERSION: E0818

U.S. Postal Service®
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

|||||
MORTGAGE EDUCATORS AND COMPLIANCE
DAVID LUNA
486 WEST 50 NORTH
AMERICAN FORK, UT 84003

Label #1



Label #2

DEPARTMENT OF COMMERCE
DIVISION OF REAL ESTATE
160 EAST 300 SOUTH
PO BOX 146711
SALT LAKE CITY, UT 84114-6711

Label #3

← TEAR ALONG THIS LINE →

USPS® ARTICLE NUMBER

9414 7266 9904 2140 5053 65

Certified Mail Fee	\$	3.45	Postmark Here
Return Receipt (Hardcopy)	\$	2.75	
Return Receipt (Electronic)	\$	0.00	
Certified Mail Restricted Delivery	\$	0.00	
Postage	\$	0.47	
Total Postage and Fees	\$	6.67	

Sent to: MORTGAGE EDUCATORS AND COMP
DAVID LUNA
486 WEST 50 NORTH
AMERICAN FORK, UT 84003

Reference Information

CJames
MG-22-133376 S&O

A FOLD AND TEAR THIS WAY → OPTIONAL

Label #5 (OPTIONAL)

DEPARTMENT OF COMMERCE
DIVISION OF REAL ESTATE
160 EAST 300 SOUTH
PO BOX 146711

PS Form 3800, Facsimile, July 2015

Label #7

Certified Article Number

9414 7266 9904 2140 5053 65

SENDER'S RECORD



DIVISION OF REAL EST.
FILED/RECEIVED

Wednesday, December 01, 2021 10:29

EMAIL HAND DELIVERY
 POSTMARKED _____

Sandy Margulies (#15194)
Assistant Attorney General
SEAN D. REYES (#7969)
UTAH ATTORNEY GENERAL
Commercial Enforcement Division
160 East 300 South, 5th Floor
P.O. Box 140872
Salt Lake City, UT 84114-0872
Phone: (801) 366-0310

Attorneys for the Division of Real Estate

BEFORE THE DIVISION OF REAL ESTATE OF
THE UTAH DEPARTMENT OF COMMERCE

IN THE MATTER OF THE LICENSE OF: STIPULATION & CONSENT ORDER

AMBER COLEMAN

Div. Case No. MG-18-99944

The Division of Real Estate of the Department of Commerce of the State of Utah (the “Division”), by and through its counsel, Sandy Margulies, and Amber Coleman (“Respondent”), hereby stipulate and agree as follows:

STIPULATION

1. Respondent currently holds a Utah- DRE Lending Manager license under license no. 7776236.
2. Respondent was the subject of an investigation conducted by the Division into allegations that she violated certain provisions of the Utah Residential Mortgage Practices and Licensing Rules (the “Rules”), Utah Admin. Code R162-2c-302(1)(d) (2017), *et seq.*, as amended.
3. Respondent admits the jurisdiction of the Division and Commission over Respondent and

- over the subject matter of this action.
4. Respondent and the Division hereby express their intent that this matter be resolved expeditiously through stipulation as contemplated in Utah Code § 63G-4-102(4).
 5. Respondent understands that she is entitled to a hearing before the Director and Commission, at which time she may present evidence on her own behalf, call witnesses, and confront adverse witnesses. Respondent understands that by signing this document she hereby waives the right to a hearing, the right to present evidence on her own behalf, the right to call witnesses, the right to confront adverse witnesses, and any other rights to which she may be entitled in connection with said hearing.
 6. Respondent understands that by signing this document she waives all rights to any administrative and judicial review as set forth in Utah Code §§ 63G-4-301 through 63G-4-405 and Utah Admin. Code R151-4-901 through R151-4-907.
 7. Respondent admits the following statements of fact are true and correct:
 - a. Amber Coleman is licensed as a lending manager with the Division of Real Estate, (NMLS ID # 229656) and was licensed at all times related to this matter.
 - b. SecurityNational Mortgage Company (“SNMC”) is licensed as a mortgage entity with the Division of Real Estate, (DRE License #'s 5466529, 11660350, 8706850) and was licensed at all times relevant to this matter.
 - c. Guild Mortgage Company LLC (“GM”) is licensed as a mortgage entity with the Division of Real Estate, (DRE License #'s 715634, 10187978, 10194402, 10194410) and was licensed at all times relevant to this matter.
 - d. Ms. Coleman was employed and sponsored by SNMC to originate loans from July 2011 to February 5, 2018.
 - e. The majority of Ms. Coleman’s production at SNMC was in Nevada, but she

originated some Utah loans also.

- f. When Respondent began working for SNMC, SNMC did not have an electronic loan file storage system. SNMC obtained Encompass loan origination system on or about 2014, a few years after the Respondent began working for them. From this point forward SNMC built and stored official loan files in Encompass.
- g. Ms. Coleman and her assistant, Ms. Jennifer Mendoza (“Ms. Mendoza”), used a Coleman Team Dropbox file storage system, not paid for by SNMC, for documents not required for final loan approval and for documents received for a given loan prior to that loan being In Process in Encompass.
- h. In an interview with Ms. Coleman conducted on March 18, 2021, Ms. Coleman said that she did have her own “electronic system that had some of their borrowers’ paperwork in it at the time that [she] left [SNMC] because SecurityNational didn’t have their own system that they provided to [loan officers], so each loan officer had to pay for their own system.”
- i. Ms. Coleman further explained that she and her assistant, Ms. Mendoza each had a personal login for the Dropbox account.
- j. On January 29, 2018, Ms. Coleman exported four Utah 1st mortgage loan files or documents from SNMC’s Encompass to the Coleman Team Dropbox folder.
- k. Ms. Coleman failed to turn over the exported borrower documents contained in the Coleman Team Dropbox folder to SNMC prior to her departure on February 5, 2018.
- l. Ms. Coleman’s employment began with GM on or around February 5, 2018.
- m. Ms. Coleman did not sell any of the information.

In mitigation, Ms. Coleman did not attempt to take the proposed SNMA loans to GM for

the purpose of originating those loans at GM, and after speaking with most of the borrowers in question, the investigation found no evidence Ms. Coleman misled any of these borrowers or attempted to persuade any of them to close their proposed loans with GM, rather than with SNMC.

8. Respondent admits that the above acts and practices constitute violation(s) of the Act and Rules. Specifically, Respondent admits that Respondent has violated:

a. **Utah Administrative Rule Ann. § R162-2c-302(1)(d) (2017). Prohibited Conduct – Violations of the chapter.**

An individual who terminates sponsorship with an entity shall turn over to the entity any records in the individual's possession at the time of termination.

9. Respondent agrees that by engaging in such conduct, the Division is justified in taking disciplinary action against her license pursuant to Utah Code § 61-2c-402.

10. As full settlement of all the issues raised in this stipulation, Respondent agrees that an Order may be entered against her as follows:

a. Respondent shall pay a civil penalty of \$2,000 to the Division within ninety (90) days from the date that the Commission and the Director sign the final order in this matter.

b. Should Respondent fail to pay said amounts within 90 days, pursuant to the provisions of Utah Code § 78B-5-205 and Rule 58A of the Utah Rules of Civil Procedure, Respondent specifically now, and hereafter, authorizes entry of Judgment against her for the unpaid balance owing to the Division ("Judgment Amount"). Respondent admits, agrees, and acknowledges that the Judgment Amount will be justly due the Division by virtue of her material failure to timely pay the civil penalty as set forth herein. In confessing judgment, Respondent

hereby agrees and authorizes that the judgment may be immediately entered against her, less any sums paid to the Division after the date hereof, should she fail to comply with the terms set forth in this Stipulation and Consent Order.

- c. Respondent shall update the answers on her MU4 disclosure form to reflect this regulatory action within 10 calendar days from the date that the Commission and the Director sign the final order in this matter.
11. Respondent and the Division recognize and agree that this stipulation shall not be binding until the Commission and the Director review it and jointly approve it in a public meeting conducted pursuant to Utah Code § 52-4 *et seq.*
12. Respondent acknowledges that, as part of their review, the Commission and Director may ask the Division investigative staff and/or counsel questions about this stipulation and the investigative staff and/or counsel may answer such questions and provide factual information in public and on the record.
13. Respondent has the right to be present when the stipulation is presented for consideration and to address the Commission and the Director about this stipulation or the facts underlying it. If Respondent desires to be present to address the Commission and Director, Respondent may contact Maelynn Valentine at the Division by calling (801) 530-6747 for information about the date, time, and place of the meeting at which this stipulation will be presented for consideration to the Commission and the Director.
14. Should this stipulation be nullified and the matter proceed to hearing, Respondent waives any claim Respondent may have with regard to the Commission and Director by virtue of their:
 - a. having reviewed this stipulation;
 - b. having heard any statement made by investigative staff, counsel or any statement

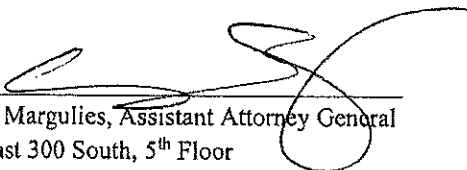
made by any Respondent; and

- c. having decided the stipulation shall be null and void.

This waiver shall survive any nullification of this stipulation.


15. Respondent acknowledges that upon approval by the Commission and the Director, this stipulation shall be made a part of the attached final order and shall be the final compromise and settlement of this matter, and is not subject to reconsideration, renegotiation, modification, appeal, or rehearing.
16. Respondent affirms that Respondent enters into this stipulation voluntarily.
17. Respondent affirms that the only promises, agreements, or understandings the Respondent has obtained from the Division or from any member, officer, agent, or representative of the Division regarding this stipulation are contained herein.
18. Respondent acknowledges that this stipulation does not foreclose the possibility that Respondent may be prosecuted criminally or investigated by other government agencies on the basis of the facts herein admitted.
19. This document and all other documents incorporated herein by reference constitute the entire agreement between the parties herein. This stipulated agreement supersedes and cancels any and all prior negotiations, representations, understandings, or agreements between the parties. There are no verbal agreements that modify, interpret, construe, or affect this agreement.
20. Respondent acknowledges that this stipulation and order, once adopted, will be classified as a public document and will be accessible to the public. Respondent acknowledges that the Division will publish information in the Division's quarterly newsletter and may inform other state and federal agencies of any action taken on Respondent's license and the terms of this stipulation and order.

SEAN D. REYES
UTAH ATTORNEY GENERAL


Sandy Margulies, Assistant Attorney General
160 East 300 South, 5th Floor
Salt Lake City, Utah 84114
Counsel for the Division of Real Estate

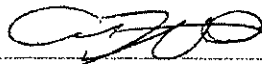
Dated: November 18, 2021.

RESPONDENT


Amber Coleman
2857 Paradise Road, #505
Las Vegas, NV 84109

Dated: November 11, 2021.

Approved:


Aaron Lancaster
Counsel for Respondent
alancaster@wrightlegal.net

Dated: November 17, 2021.

ORDER

The Commission and the Director approve and adopt the foregoing stipulation of the parties. Based upon the foregoing stipulation and for good cause appearing, the Commission and the Director order that, in lieu of holding a hearing in this matter:

1. Respondent shall pay a civil penalty of \$2,000 to the Division within ninety (90) days from the date that the Commission and the Director sign the final order in this matter.

2. Should Respondent fail to pay said amounts within 90 days, pursuant to the provisions of Utah Code § 78B-5-205 and Rule 58A of the Utah Rules of Civil Procedure, Respondent specifically now, and hereafter, authorizes entry of Judgment against her for the unpaid balance owing to the Division (“Judgment Amount”). Respondent admits, agrees, and acknowledges that the Judgment Amount will be justly due the Division by virtue of her material failure to timely pay the civil penalty as set forth herein. In confessing judgment, Respondent hereby agrees and authorizes that the judgment may be immediately entered against her, less any sums paid to the Division after the date hereof, should she fail to comply with the terms set forth in this Stipulation and Consent Order.

3. Respondent shall update the answers on her MU4 disclosure form to reflect this regulatory action within 10 calendar days from the date that the Commission and the Director sign the final order in this matter.

This order shall be effective on the signature date below.

Dated this 1 day of December, 2021.

UTAH RESIDENTIAL MORTGAGE
REGULATORY COMMISSION

JEFF B. ENGLAND, CHAIR

G. SCOTT GIBSON, VICE CHAIR

GEORGE P. RICHARDS

KAY R. ASHTON

Allison A. Olsen

The undersigned concurs with the foregoing order this 1 day of December,
2021.



JONATHAN C. STEWART, DIRECTOR
DIVISION OF REAL ESTATE

Motion to sign on behalf of
Commission / Board.
Signing on behalf of
Commission / Board.



Name: Jonathan Stewart
Division / Acting Director



SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor

State of Utah
Department of Commerce

MARGARET W. BUSSE
Executive Director

JONATHAN C. STEWART
Real Estate Division Director

Certified Article Number

9414 7266 9904 2140 5060 41

SENDER'S RECORD

December 1, 2021

AMBER COLEMAN
2857 PARADISE #505
LAS VEGAS NV 89109

RE: Case No. MG-18-99944
License No. 7776236-NMLM

Dear Ms. Coleman:

Enclosed is a copy of the finalized Stipulation and Order resolving the above-referenced cases. It has now been approved and adopted by the Utah Residential Mortgage Regulatory Commission and the Director of the Division of Real Estate.

You have been assessed a civil penalty of \$2,000.00 to be paid to the Division no later than March 2, 2022. Be advised, the State's collection agency administers additional fees for Collections. To avoid paying additional fees, please pay the civil penalty in full by the due date. Make checks payable to "Division of Real Estate" or, you may pay with a credit card over the phone by calling the Division at 801-530-6747.

You shall update the answers on the MU4 disclosure form to reflect this regulatory action within ten (10) calendar days from the date of the Commission and the Director signed the final order.

Thank you for your cooperation in this matter. If you have any questions, please call me at (801) 530-6747.

Sincerely,

Kadee Wright
Chief Investigator

Enclosure



DIVISION OF REAL ESTATE
FILED/RECEIVED
Thursday, March 10, 2022 14:20
 EMAIL HAND DELIVERY
 POSTMARKED _____

ADDENDUM TO SETTLEMENT AGREEMENT AND CONSENT ORDER

RODRIGO BALLON
NMLS ID # 272011

WHEREAS, Rodrigo Ballon (“Respondent”), NMLS identifier number of 272011, had previously entered into a certain Settlement Agreement and Consent Order (“Agreement”) with Participating States,

WHEREAS, the Agreement had an effective date of December 31, 2021,

WHEREAS, Respondent agrees to the addition of the Utah Division of Real Estate (“Utah-DRE”) within the definition of “Participating State” under the terms of the Agreement,

Both the Respondent and the Utah-DRE (together, “the Parties”) agree to the following:

The Parties agree to abide by all terms and conditions of the Agreement.

Respondent acknowledges the surrender of Respondent’s Utah-DRE mortgage loan originator license, which is to be backdated to match the same date of surrender as was originally agreed in Section II, Paragraph I of the Agreement.

Respondent further acknowledges that Respondent shall not apply for a new mortgage loan originator license with the Utah-DRE until after the lapse of a period of three months from the date of surrender as was originally agreed in Section II, Paragraph I of the Agreement.

The Administrative Penalty under the Agreement is hereby increased by \$1,000 to a total of \$8,000.

It is so **ORDERED**.

IN WITNESS WHEREOF, including the Agreement, and with the Parties intending to be legally bound, do hereby execute this Addendum.

[Remainder of this page is intentionally left blank. Signatures continued next page]

RODRIGO BALLON

DocuSigned by:
Rodrigo Ballon
C5E992B0A27A487...

By: _____

Rodrigo Ballon
Individually

UTAH DIVISION OF REAL ESTATE

DocuSigned by:
Kadee Wright
E948A961C825488...

By: _____

Name: Kadee wright

Title: Chief Investigator

Date: 3/7/2022

SETTLEMENT AGREEMENT AND CONSENT ORDER

RODRIGO BALLON
NMLS ID # 272011

WHEREAS, Rodrigo Ballon (“Respondent”) is engaged in the activity of a mortgage loan originator and assigned an NMLS identifier number of 272011.

WHEREAS, the States, Commonwealths, and/or Territories of Arizona, California-DFPI, Florida, Hawaii, Nevada, Texas-SML, Virginia (individually, a “Participating State,” and collectively, the “Participating States”) have each agreed, through its respective state mortgage regulatory agency, to negotiate and enter into this Settlement Agreement and Consent Order (hereinafter referred to as the “Agreement” or “Order”).

WHEREAS, the state mortgage regulators of the Participating States (hereinafter referred to individually as a “State Mortgage Regulator,” and collectively as the “State Mortgage Regulators”) are respective members of the Conference of State Bank Supervisors (“CSBS”) and the American Association of Residential Mortgage Regulators (“AARMR”) and have agreed to address enforcement concerns with Respondent in a collective and coordinated manner, pursuant to their respective statutory authorities, and in accordance with the protocols established by the CSBS/AARMR Nationwide Cooperative Protocol for Mortgage Supervision as well as the Nationwide Cooperative Agreement for Mortgage Supervision (collectively, the “CSBS/AARMR Protocol and Agreement”). The State Mortgage Regulators and Respondent are collectively referred to herein as the (“Parties”).

WHEREAS, Respondent is licensed as a mortgage loan originator under the respective laws of each Participating State, or, where applicable, has obtained an endorsement from a Participating State to engage in loan origination activity as part of Respondent’s pre-existing authority to engage in regulated activity under a different licensing regime (“MLO Activity Endorsement”).

WHEREAS, the State Regulatory Registry LLC (“SRR”), a wholly owned subsidiary of CSBS, owns and operates the Nationwide Multistate Licensing System & Registry (“NMLS”). SRR administers pre-licensure (“PE”) and continuing education (“CE”) and Uniform State Test protocols. Title V of Public Law 110-289, the Secure and

Fair Enforcement for Mortgage Licensing Act of 2008 (the “SAFE Act”), requires that state-licensed mortgage loan originators (“MLOs”) complete PE prior to initial licensure and annual CE thereafter. In order to meet PE requirements contemplated under the SAFE Act, state-licensed MLOs must complete 20 hours of NMLS–approved education. In order to meet CE requirements contemplated under the SAFE Act, state-licensed MLOs must complete eight hours of NMLS approved education.

WHEREAS, the Mortgage Testing and Education Board (“MTEB”), which was created by SRR, has approved “Administrative Action Procedures for S.A.F.E. Testing and Education Requirements” and NMLS-Approved course providers (“AAP”), which extends administrative authority to the MTEB to investigate alleged violations of the NMLS Rules of Conduct (“ROC”). The AAP also extends administrative authority to the MTEB/SRR to investigate alleged violations of the NMLS Standards of Conduct (“SOC”), which apply to all NMLS-Approved course providers.

WHEREAS, in late 2020, MTEB obtained information concerning suspicious activity and that information identified a possible MLO education cheating scheme coordinated by and implemented through Danny Yen, d/b/a Real Estate Educational Services, an NMLS-Approved course provider that is assigned an NMLS-Approved course provider identifier number of 1405046 (“REES”). Based on that information, and pursuant to the AAP, the Investigative Review Committee (“IRC”) approved opening and pursuing an investigation into this matter.

WHEREAS, SRR’s IRC issued a memorandum report on its investigation into the REES coordinated MLO education fraud scheme. The IRC found that REES fraudulently provided course credit to MLOs who had never attended and completed REES’s eight-hour in-person CE course in Westminster, California (the “In-person Education Scheme”). The IRC also found that REES helped MLOs cheat on online PE and/or CE courses by taking those courses on behalf of those MLOs (the “Online Education Scheme”). In each of the schemes orchestrated by REES, the MLOs accepted credit for SAFE-Act-required education courses that they had either not taken or completed on their own behalf in violation of the ROC, and state and federal law (collectively, the “MLO Education Schemes”).

WHEREAS, based on the initial findings of the IRC, pursuant to the

CSBS/AARMR Protocol and Agreement this matter was referred from the IRC for further investigation and possible enforcement action, and to which the CSBS Non-Depository Supervisory Committee authorized the creation of a regulator taskforce to coordinate the multi-state investigation and enforcement activity in this matter (“REES Regulatory Taskforce”). Specifically, the REES Regulatory Taskforce adopted the work of the IRC investigation and engaged in additional investigatory work that included a demand from Respondent for a statement in writing under oath as to all the facts and circumstances concerning the MLO Education Schemes coordinated by and implemented through REES.

WHEREAS, as a result of the REES Regulatory Taskforce investigation as it pertains to Respondent, the following relevant facts and determinations were made, including, but not limited to:

- 1) That Respondent admitted being a knowing and active participant in the MLO Education Schemes coordinated by and implemented through REES;
- 2) That Respondent in fact had PE and/or CE requirements completed by REES on Respondent’s behalf in violation of federal and state law. Specifically, that Respondent had 9 PE and/or CE completed by REES on Respondent’s behalf under the In-person Education Scheme and 6 PE and/or CE completed by REES on Respondent’s behalf under the Online Education Scheme;
- 3) That by participating in the MLO Education Scheme coordinated by and implemented through REES, Respondent had in fact violated the ROC; and
- 4) That by participating in the MLO Education Scheme coordinated by and implemented through REES, Respondent violated state and federal laws concerning competing certain PE and/or CE requirements as a mandatory qualification for licensure.

WHEREAS, Respondent enters into this Agreement solely for the purpose of resolving disputes with the State Mortgage Regulators, including concerning the conduct described in this Agreement, and does not admit to or deny any wrongdoing, allegations or implications of fact and does not admit to or deny any violations of applicable laws, regulations and/or rules governing the conduct described herein. Respondent acknowledges that the State Mortgage Regulators have and maintain jurisdiction over the underlying dispute, including all matters referred to in these recitals, and therefore have the

authority to fully resolve the matter.

WHEREAS, Respondent represents to the State Mortgage Regulators that Respondent will comply with Respondent's obligations under this Agreement, and that Respondent will hereafter continue to comply with all regulatory requirements imposed by each State Mortgage Regulator.

WHEREAS, Respondent acknowledges that the State Mortgage Regulators are relying, in part, upon Respondent's representations and warranties stated herein in making their determinations in this matter. Respondent further acknowledges that this Agreement may be revoked and the State Mortgage Regulators may pursue any and all remedies available under the law against Respondent if the State Mortgage Regulators later find that Respondent knowingly or willfully withheld information from the State Mortgage Regulators.

WHEREAS, the State Mortgage Regulators have legal authority to initiate administrative actions based on the conduct identified by the REES Regulatory Taskforce investigation as described in herein.

WHEREAS, the intention of the State Mortgage Regulators in effecting this settlement is to fully resolve the violations and misconduct described herein pertaining to Respondent's participation in the MLO Education Scheme coordinated by and implemented through REES. The State Mortgage Regulators reserve all of their rights, duties, and authority to enforce all statutes, rules, and regulations under their respective jurisdictions against Respondent regarding any mortgage loan origination activities outside the scope of this Agreement. Additionally, a State Mortgage Regulator may consider this Agreement and the facts set forth herein in connection with, and in deciding, any action, or proceeding under the jurisdiction of that State Mortgage Regulator, if the basis of such action, or proceeding is not a direct result of the specific activity identified herein; and that this Agreement may, if relevant to such action or proceeding, be admitted into evidence in any matter before a State Mortgage Regulator.

WHEREAS, Respondent hereby knowingly, willingly, voluntarily, and irrevocably consents to the entry of this Order, which is being entered pursuant to the authority vested in each State Mortgage Regulator and agrees that Respondent understands all of the terms and conditions contained herein. Respondent acknowledges that

Respondent has full knowledge of Respondent's rights to notice and a hearing pursuant to the laws of the respective Participating States. By voluntarily entering into this Agreement, Respondent waives any right to notice and a hearing, and review of such hearing, and also herein waives all rights to any other judicial appeal concerning the terms, conditions, and related obligations set forth in this Agreement. Respondent further acknowledges that Respondent has had an opportunity to consult with independent legal counsel in connection with Respondent's waiver of rights and with the negotiation and execution of this Agreement, and that Respondent has either consulted with independent legal counsel or has knowingly elected not to do so.

NOW, THEREFORE, this Agreement having been negotiated by the Parties in order to resolve the issues identified herein, without incurring the costs, inconvenience and delays associated with protracted administrative and judicial proceedings, it is by the State Mortgage Regulators listed below hereby **ORDERED**:

I. JURISDICTION

1. That pursuant to the licensing and supervision laws of the Participating States, the Participating States have jurisdiction over Respondent as described herein and may enforce the terms of this Agreement thereon unless otherwise stated in this Agreement.

II. LICENSE SURRENDER

1. *Surrender of License.* On the Effective Date of this Agreement, Respondent agrees to the surrender of Respondent's mortgage loan originator license or any MLO Activity Endorsement issued by each State Mortgage Regulator in the corresponding Participating State. This surrender will go into effect on or after the effective date of this agreement as processed and reflected through the NMLS. Respondent further agrees that Respondent will not apply for a new mortgage loan originator license or, as applicable, petition for the reinstatement of any MLO Activity Endorsement in any of the Participating States for a period of three months from the Effective Date of this Agreement. Should the Respondent apply for such a license or petition for the reinstatement of an MLO Activity Endorsement during that three-month period, that license application or MLO Activity Endorsement petition, as consented to by the Respondent herein, shall be deemed denied.

2. *New Application for Licensure.* Any time after the three-month period has lapsed from the Effective Date of this Agreement and Respondent has paid the Administrative Penalty set forth in Section III, Paragraph 1 of this Order, Respondent may apply for a new mortgage loan originator license or, as applicable, petition for the reinstatement of an MLO Activity Endorsement in any or all of the Participating States with the understanding that each State Mortgage Regulator reserves the rights to fully investigate such application for licensure or petition for reinstatement of an MLO Activity Endorsement and may either approve or deny such application or petition pursuant to the normal process for such licensing or endorsement investigations. No license application or petition described in this paragraph will be denied solely based on the facts, circumstances, or consensual resolution provided for in this Agreement. Respondent further agrees that Respondent must satisfy the Administrative Penalty provision prior to submitting an application for a new mortgage loan originator license or, as applicable, petition for the reinstatement of an MLO Activity Endorsement.

III. ADMINISTRATIVE PENALTY

1. *Administrative Penalty.* That Respondent shall pay an Administrative Penalty of \$7,000.00 to the Participating States to be distributed equally amongst the Participating States (the “per-state payment”).
2. That in the event that Respondent fails to submit any Administrative Penalty set forth in this Agreement, in the amounts specified herein and in accordance with the applicable deadlines, or if any transfer of any monetary amount required under this Agreement is voided by a Court Order, including a Bankruptcy Court Order, Respondent agrees not to object to a Participating State submitting a claim, nor attempt to defend or defeat such authorized claim, for any unpaid amounts, including against any surety bond that Respondent may maintain in such Participating State as a condition of maintaining a license or MLO Activity Endorsement under the jurisdiction of that State Mortgage Regulator. Respondent further agrees to restrictions being placed on Respondent’s NMLS account unless and until the Administrative Penalty is paid in full.
3. That a State Mortgage Regulator may elect to have its allocation of the Administrative Penalty set forth in Paragraph 1 of this section to be applied towards the

respective Participating State's consumer relief, and/or other such alternatives authorized under the respective Participating State's law. Should a State Mortgage Regulator elect to apply its allocation of administrative penalties in such an alternative manner, solely for the purpose of ensuring the effective administration of payments pursuant to the terms of this Agreement, that State Mortgage Regulator shall notify the REES Regulatory Taskforce in writing of such election on or before the Effective Date of this Agreement.

IV. MORTGAGE LOAN ORIGINATOR EDUCATION

1. Prior to the submission of a new application for any new mortgage loan originator license or, as applicable, the filing of a petition for the reinstatement of an MLO Activity Endorsement in any Participating State as provided for in Section II, Paragraph 2 of this Order, the Respondent will be required to complete the following mortgage loan originator education requirements:

a. Twenty hours of NMLS approved PE, which shall consist of 14 hours of federal law curriculum, three hours of ethics curriculum, and three hours of non-traditional mortgage lending curriculum. None of these 20 hours of PE may be state-specific curriculum; and

b. Eight hours of CE, which shall consist of four hours of federal law curriculum, two hours of ethics curriculum, and two hours of non-traditional mortgage lending curriculum. None of these eight hours of CE may be state-specific curriculum.

2. Respondent may not take any of the PE or CE provided for in Paragraph 1 of this Section in an online self-study format ("OSS").

3. For a period three years from the Effective Date of this Order, Respondent shall be required to complete any additional required PE and/or CE in a format other than OSS.

V. ENFORCEMENT

1. *General Enforcement Authority:* That the terms of this Agreement shall be enforced in accordance with the provisions, terms and authorities provided in this Agreement and under the respective laws and regulations of each Participating State.

2. *No Restriction on Existing Examination and Investigative Authority.* That this Agreement shall in no way preclude any State Mortgage Regulator from exercising its

examination or investigative authority authorized under the laws of the corresponding Participating State in the instance a determination is made wherein Respondent is found not to be adhering to the requirements of the Agreement, other than inadvertent and isolated errors that are promptly corrected by Respondent, or involving any unrelated matter not subject to the terms of this Agreement. The Parties agree that the failure of Respondent to comply with any term or condition of this Agreement with respect to a particular State shall be treated as a violation of an Order of the State and may be enforced as such. Moreover, Respondent acknowledges and agrees that this Agreement is only binding on the State Mortgage Regulators and not any other Local, State or Federal Agency, Department or Office.

4. *Information Requests.* This Agreement shall not limit Respondent's obligations, as a licensee of the State Mortgage Regulators, to cooperate with any examination or investigation, including but not limited to, any obligation to timely provide requested information or documents to any State Mortgage Regulator.

5. *Revocation of License.* To the extent the Respondent engages in similar activity that was the basis for this Agreement, Respondent affirmatively consents to the immediate revocation of any impacted mortgage loan originator license. Respondent further agrees to waive his or her right to a hearing, and to any reconsideration, appeal, or other rights which may be afforded to contest the revocation of the impacted mortgage loan originator license under this provision.

VI. GENERAL PROVISIONS

1. *Effective Date.* That this Agreement shall become effective upon execution by all of the State Mortgage Regulators for the Participating States and when posted on the NMLS (the "Effective Date").

2. *Public Record.* That this Agreement shall become public upon the Effective Date.

3. *Binding Nature.* The provisions of this Agreement shall remain effective and enforceable except to the extent that, and until such time as, any provisions of this Agreement shall have been modified, terminated, suspended, or set aside, in writing by mutual agreement of the State Mortgage Regulators, collectively, and Respondent.

4. *Standing and Choice of Law.* That each State Mortgage Regulator has standing to

enforce this Agreement in the judicial or administrative process otherwise authorized under the laws and regulations of the corresponding Participating State. Upon entry, this Agreement shall be deemed a final order of each respective State Mortgage Regulator unless adoption of a subsequent order is necessary under the laws of the corresponding Participating State. In the event of any disagreement between any State Mortgage Regulator and Respondent regarding the enforceability or interpretation of this Agreement and compliance therewith, the courts or administrative agency authorized under the laws of the corresponding Participating State shall have exclusive jurisdiction over the dispute, and the laws of the Participating State shall govern the interpretation, construction, and enforceability of this Agreement.

5. *Adoption of Subsequent Orders to Incorporate Terms.* That a State Mortgage Regulator, if deemed necessary under the laws and regulations of the corresponding Participating State, may issue a separate administrative order to adopt and incorporate the terms and conditions of this Agreement. A State Mortgage Regulator may *sua sponte* issue such subsequent order without the review and approval of Respondent provided the subsequent order does not amend, alter, or otherwise change the terms of the Agreement. In the event a subsequent order amends, alters, or otherwise changes the terms of the Agreement, the terms of the Agreement, as set forth herein, will control.

6. *Privilege.* That this Agreement shall not constitute a waiver of any applicable attorney-client or work product privilege, confidentiality, or any other protection applicable to any negotiations relative to this Agreement.

7. *Titles.* That the titles used to identify the paragraphs of this Agreement are for the convenience of reference only and do not control the interpretation of this Agreement.

8. *Final Agreement.* That this Agreement is the final written expression and the complete and exclusive statement of all the agreements, conditions, promises, representations, and covenants between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements, negotiations, representations, understandings, and discussions between and among the Parties, their respective representatives, and any other person or entity, with respect to the subject matter covered herein, excepting therefrom any proceeding or action if such proceeding or action is based upon facts not presently known to a State Mortgage Regulator. The Parties further

acknowledge and agree that nothing contained in this Agreement shall operate to limit a State Mortgage Regulator's ability to assist any other Local, State or Federal Agency, Department or Office with any investigation or prosecution, whether administrative, civil or criminal, initiated by any such Agency, Department or Office against Respondent or any other person based upon any of the activities alleged in these matters or otherwise.

9. *Waiver.* That the waiver of any provision of this Agreement shall not operate to waive any other provision set forth herein, and any waiver, amendment and/or change to the terms of this Agreement must be in writing signed by the Parties.

10. *Costs.* That except as otherwise agreed to in this Agreement, each party to this Agreement will bear its own costs and attorneys' fees associated with this enforcement action.

11. *Notices.* That any notice to Respondent and/or the State Mortgage Regulators required or contemplated by this Agreement shall be delivered, if not otherwise described herein, by electronic copy to Respondent through the NMLS, or similar contact system, and to the State Mortgage Regulators by direct written notification.

12. *Counterparts.* That this Agreement may be executed in separate counterparts, by facsimile or by PDF. A copy of the signed Agreement will be given the same effect as the originally signed Agreement.

13. That nothing in this Agreement shall relieve Respondent of Respondent's obligation to comply with applicable State and Federal law.

It is so **ORDERED**.

IN WITNESS WHEREOF, in consideration of the foregoing, including the recital paragraphs, and with the Parties intending to be legally bound, do hereby execute this Agreement.

RODRIGO BALLON

DocuSigned by:

C5E992B0A27A467...

By: _____

Rodrigo Ballon
Individually

**Arizona Department of Insurance
and Financial Institutions:**

DocuSigned by:
Shane Foster
2FEA5951B170476...

By: _____
Name: Shane Foster
Title: Deputy Director
Date: 12/27/2021

Hawaii Division of Financial Institutions:

DocuSigned by:
Iris Ikeda
7322A8FA21784ED...

By: _____
Name: Iris Ikeda
Title: Commissioner
Date: 12/27/2021

**California Department of Financial
Protection and Innovation:**

DocuSigned by:
Mary Ann Smith
2BA07EF2FA24408...

By: _____
Name: Mary Ann Smith
Title: Deputy Commissioner
Date: 1/2/2022

Nevada Division of Mortgage Lending:

DocuSigned by:
Cathy Sheehy
AF4DF92939F4433...

By: _____
Name: Cathy Sheehy
Title: Commissioner
Date: 12/28/2021

Florida Office of Financial Regulation:

DocuSigned by:
Gregory C. Oaks
741328BCF30C463...


By: _____
Name: Gregory C. Oaks
Title: Director of Consumer Finance
Date: 12/28/2021

**Texas Department of Savings and
Mortgage Lending:**

DocuSigned by:
Stephany Trotti
CB8B33FBE9F0420...

By: _____
Name: Stephany Trotti
Title: Interim Commissioner
Date: 12/30/2021

Virginia State Corporation Commission:

DocuSigned by:

7DEFF2AE2E5140E...

By: _____

Name: E. Joseph Face, Jr.

Title: Commissioner of Financial Institutions

Date: 12/29/2021

ORDER

The Commission and the Director approve and adopt all terms and conditions of the foregoing Settlement Agreement and Consent Order and Addendum to Settlement Agreement and Consent Order (collectively referred to as the “Agreement”) of the Division of Real Estate (the “Division”) and Rodrigo Ballon (“Respondent”). Based upon the foregoing Agreement and for good cause appearing, the Commission and the Director order that, in lieu of the filing of a Petition and the holding of a hearing in this matter:

- a. Respondent shall pay a civil penalty of One Thousand Dollars (\$1,000.00) to the Division of Real Estate (the “Division”) within ninety (90) days from the date that the Commission and the Director sign the final order in this matter.
- b. In addition to payment of the civil penalty, Respondent acknowledges the surrender of Respondent’s mortgage loan originator license, which is to be backdated to match the same date of surrender as was originally agreed in Section II, Paragraph I of the Agreement. Respondent further acknowledges that Respondent shall not apply for a new mortgage loan originator license with the Division until after the lapse of a period of three months from the date of surrender as was originally agreed in Section II, Paragraph I of the Agreement.
- c. If Respondent fails to comply in full with the terms of this stipulated order by the deadline(s) stated, Respondent’s license shall immediately and without further notice be suspended pursuant to Utah Code Ann. § 61-2c-402(3)(b) until such time as Respondent complies in full with the terms of this Order.

- d. If Respondent fails to pay the civil penalty within 90 days, the Division may begin a collection process to collect any remaining balance owed pursuant to Utah Code Ann. § 61-2c-402(3)(b).
- e. Pursuant to the provisions of Utah Code Ann. § 78B-5-205 and Rule 58A of the Utah Rules of Civil Procedure, Respondent specifically now and hereafter authorizes entry of Judgment against Respondent for the unpaid balance owing to the Division (“Judgment Amount”). Respondent hereby admits, agrees and acknowledges that the Judgment Amount will be justly due to the Division by virtue of Respondent’s material failure to timely pay the civil penalty as set forth herein.
- f. In confessing judgment, Respondent hereby agrees and authorizes that the judgment may be immediately entered against Respondent, less any sums paid to the Division after the date hereof, should Respondent fail to comply with the terms set forth in the Order.
- g. Respondent’s automatic confession of judgment is unconditional and irrevocable and shall be binding.
- h. If Respondent fails to comply in full with the terms of the Order by the deadline(s) stated herein, the Division may bring an action to enforce this Stipulation and Order, may begin a collection action, or both.

This order shall be effective on the signature date below.

Dated this 10 day of March, 2022.

UTAH RESIDENTIAL MORTGAGE
REGULATORY COMMISSION

JEFF ENGLAND, CHAIR

G. SCOTT GIBSON, VICE CHAIR

GEORGE P. RICHARDS

KAY R. ASHTON

ALLISON OLSEN

The undersigned concurs with the foregoing order this 10 day of March,
2022.



JONATHAN C. STEWART, DIRECTOR
DIVISION OF REAL ESTATE

Motion to sign on behalf of
Commission / Board.
Signing on behalf of
Commission / Board.



Name: Jonathan Stewart

Division / Acting Director



DIVISION OF REAL ESTATE
FILED/RECEIVED
Thursday, March 10, 2022 14:20
 EMAIL HAND DELIVERY
 POSTMARKED

ADDENDUM TO SETTLEMENT AGREEMENT AND CONSENT ORDER

KIMBERLY HAYDEN
NMLS ID # 1256245

WHEREAS, Kimberly Hayden (“Respondent”), NMLS identifier number of 1256245, had previously entered into a certain Settlement Agreement and Consent Order (“Agreement”) with Participating States,

WHEREAS, the Agreement had an effective date of December 31, 2021,

WHEREAS, Respondent agrees to the addition of the Utah Division of Real Estate (“Utah-DRE”) within the definition of “Participating State” under the terms of the Agreement,

Both the Respondent and the Utah-DRE (together, “the Parties”) agree to the following:

The Parties agree to abide by all terms and conditions of the Agreement.

Respondent acknowledges the surrender of Respondent’s Utah-DRE mortgage loan originator license, which is to be backdated to match the same date of surrender as was originally agreed in Section II, Paragraph I of the Agreement.

Respondent further acknowledges that Respondent shall not apply for a new mortgage loan originator license with the Utah-DRE until after the lapse of a period of three months from the date of surrender as was originally agreed in Section II, Paragraph I of the Agreement.

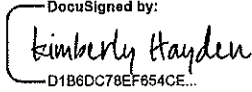
The Administrative Penalty under the Agreement is hereby increased by \$1,000 to a total of \$6,000.

It is so **ORDERED**.

IN WITNESS WHEREOF, including the Agreement, and with the Parties intending to be legally bound, do hereby execute this Addendum.

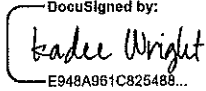
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KIMBERLY HAYDEN

By:  _____
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Kimberly Hayden
Individually

UTAH DIVISION OF REAL ESTATE

By:  _____
E948A951C825488...

Name: Kadee wright

Title: Chief Investigator

Date: 3/7/2022

SETTLEMENT AGREEMENT AND CONSENT ORDER

Kimberly Hayden
NMLS ID # 1256245

WHEREAS, Kimberly Hayden (“Respondent”) is engaged in the activity of a mortgage loan originator and assigned an NMLS identifier number of 1256245.

WHEREAS, the States, Commonwealths, and/or Territories of Arizona, California-DFPI, California-DRE, Florida, Idaho (individually, a “Participating State,” and collectively, the “Participating States”) have each agreed, through its respective state mortgage regulatory agency, to negotiate and enter into this Settlement Agreement and Consent Order (hereinafter referred to as the “Agreement” or “Order”).

WHEREAS, the state mortgage regulators of the Participating States (hereinafter referred to individually as a “State Mortgage Regulator,” and collectively as the “State Mortgage Regulators”) are respective members of the Conference of State Bank Supervisors (“CSBS”) and the American Association of Residential Mortgage Regulators (“AARMR”) and have agreed to address enforcement concerns with Respondent in a collective and coordinated manner, pursuant to their respective statutory authorities, and in accordance with the protocols established by the CSBS/AARMR Nationwide Cooperative Protocol for Mortgage Supervision as well as the Nationwide Cooperative Agreement for Mortgage Supervision (collectively, the “CSBS/AARMR Protocol and Agreement”). The State Mortgage Regulators and Respondent are collectively referred to herein as the (“Parties”).

WHEREAS, Respondent is licensed as a mortgage loan originator under the respective laws of each Participating State, or, where applicable, has obtained an endorsement from a Participating State to engage in loan origination activity as part of Respondent’s pre-existing authority to engage in regulated activity under a different licensing regime (“MLO Activity Endorsement”).

WHEREAS, the State Regulatory Registry LLC (“SRR”), a wholly owned subsidiary of CSBS, owns and operates the Nationwide Multistate Licensing System & Registry (“NMLS”). SRR administers pre-licensure (“PE”) and continuing education (“CE”) and Uniform State Test protocols. Title V of Public Law 110-289, the Secure and Fair Enforcement for Mortgage Licensing Act of 2008 (the “SAFE Act”), requires that

state-licensed mortgage loan originators (“MLOs”) complete PE prior to initial licensure and annual CE thereafter. In order to meet PE requirements contemplated under the SAFE Act, state-licensed MLOs must complete 20 hours of NMLS–approved education. In order to meet CE requirements contemplated under the SAFE Act, state-licensed MLOs must complete eight hours of NMLS approved education.

WHEREAS, the Mortgage Testing and Education Board (“MTEB”), which was created by SRR, has approved “Administrative Action Procedures for S.A.F.E. Testing and Education Requirements” and NMLS-Approved course providers (“AAP”), which extends administrative authority to the MTEB to investigate alleged violations of the NMLS Rules of Conduct (“ROC”). The AAP also extends administrative authority to the MTEB/SRR to investigate alleged violations of the NMLS Standards of Conduct (“SOC”), which apply to all NMLS-Approved course providers.

WHEREAS, in late 2020, MTEB obtained information concerning suspicious activity and that information identified a possible MLO education cheating scheme coordinated by and implemented through Danny Yen, d/b/a Real Estate Educational Services, an NMLS-Approved course provider that is assigned an NMLS-Approved course provider identifier number of 1405046 (“REES”). Based on that information, and pursuant to the AAP, the Investigative Review Committee (“IRC”) approved opening and pursuing an investigation into this matter.

WHEREAS, SRR’s IRC issued a memorandum report on its investigation into the REES coordinated MLO education fraud scheme. The IRC found that REES fraudulently provided course credit to MLOs who had never attended and completed REES’s eight-hour in-person CE course in Westminster, California (the “In-person Education Scheme”). The IRC also found that REES helped MLOs cheat on online PE and/or CE courses by taking those courses on behalf of those MLOs. In each of the schemes orchestrated by REES, the MLOs accepted credit for SAFE-Act-required education courses that they had either not taken or completed on their own behalf in violation of the ROC, and state and federal law (collectively, the “MLO Education Schemes”).

WHEREAS, based on the initial findings of the IRC, pursuant to the CSBS/AARMR Protocol and Agreement this matter was referred from the IRC for further investigation and possible enforcement action, and to which the CSBS Non-Depository

Supervisory Committee authorized the creation of a regulator taskforce to coordinate the multi-state investigation and enforcement activity in this matter (“REES Regulatory Taskforce”). Specifically, the REES Regulatory Taskforce adopted the work of the IRC investigation and engaged in additional investigatory work that included a demand from Respondent for a statement in writing under oath as to all the facts and circumstances concerning the MLO Education Schemes coordinated by and implemented through REES.

WHEREAS, as a result of the REES Regulatory Taskforce investigation as it pertains to Respondent, the following relevant facts and determinations were made, including, but not limited to:

- 1) That Respondent admitted being a knowing and active participant in the MLO Education Schemes coordinated by and implemented through REES;
- 2) That Respondent in fact had PE and/or CE requirements completed by REES on Respondent’s behalf in violation of federal and state law. Specifically, that Respondent had 7 PE and/or CE completed by REES on Respondent’s behalf under the In-person Education Scheme;
- 3) That by participating in the MLO Education Scheme coordinated by and implemented through REES, Respondent had in fact violated the ROC; and
- 4) That by participating in the MLO Education Scheme coordinated by and implemented through REES, Respondent violated state and federal laws concerning competing certain PE and/or CE requirements as a mandatory qualification for licensure.

WHEREAS, Respondent enters into this Agreement solely for the purpose of resolving disputes with the State Mortgage Regulators, including concerning the conduct described in this Agreement, and does not admit to or deny any wrongdoing, allegations or implications of fact and does not admit to or deny any violations of applicable laws, regulations and/or rules governing the conduct described herein. Respondent acknowledges that the State Mortgage Regulators have and maintain jurisdiction over the underlying dispute, including all matters referred to in these recitals, and therefore have the authority to fully resolve the matter.

WHEREAS, Respondent represents to the State Mortgage Regulators that Respondent will comply with Respondent’s obligations under this Agreement, and that

Respondent will hereafter continue to comply with all regulatory requirements imposed by each State Mortgage Regulator.

WHEREAS, Respondent acknowledges that the State Mortgage Regulators are relying, in part, upon Respondent's representations and warranties stated herein in making their determinations in this matter. Respondent further acknowledges that this Agreement may be revoked and the State Mortgage Regulators may pursue any and all remedies available under the law against Respondent if the State Mortgage Regulators later find that Respondent knowingly or willfully withheld information from the State Mortgage Regulators.

WHEREAS, the State Mortgage Regulators have legal authority to initiate administrative actions based on the conduct identified by the REES Regulatory Taskforce investigation as described in herein.

WHEREAS, the intention of the State Mortgage Regulators in effecting this settlement is to fully resolve the violations and misconduct described herein pertaining to Respondent's participation in the MLO Education Scheme coordinated by and implemented through REES. The State Mortgage Regulators reserve all of their rights, duties, and authority to enforce all statutes, rules, and regulations under their respective jurisdictions against Respondent regarding any mortgage loan origination activities outside the scope of this Agreement. Additionally, a State Mortgage Regulator may consider this Agreement and the facts set forth herein in connection with, and in deciding, any action, or proceeding under the jurisdiction of that State Mortgage Regulator, if the basis of such action, or proceeding is not a direct result of the specific activity identified herein; and that this Agreement may, if relevant to such action or proceeding, be admitted into evidence in any matter before a State Mortgage Regulator.

WHEREAS, Respondent hereby knowingly, willingly, voluntarily, and irrevocably consents to the entry of this Order, which is being entered pursuant to the authority vested in each State Mortgage Regulator and agrees that Respondent understands all of the terms and conditions contained herein. Respondent acknowledges that Respondent has full knowledge of Respondent's rights to notice and a hearing pursuant to the laws of the respective Participating States. By voluntarily entering into this Agreement, Respondent waives any right to notice and a hearing, and review of such hearing, and also

herein waives all rights to any other judicial appeal concerning the terms, conditions, and related obligations set forth in this Agreement. Respondent further acknowledges that Respondent has had an opportunity to consult with independent legal counsel in connection with Respondent's waiver of rights and with the negotiation and execution of this Agreement, and that Respondent has either consulted with independent legal counsel or has knowingly elected not to do so.

NOW, THEREFORE, this Agreement having been negotiated by the Parties in order to resolve the issues identified herein, without incurring the costs, inconvenience and delays associated with protracted administrative and judicial proceedings, it is by the State Mortgage Regulators listed below hereby **ORDERED**:

I. JURISDICTION

1. That pursuant to the licensing and supervision laws of the Participating States, the Participating States have jurisdiction over Respondent as described herein and may enforce the terms of this Agreement thereon unless otherwise stated in this Agreement.

II. LICENSE SURRENDER AND APPLICATION WITHDRAWAL

1. *Surrender of License and Withdrawal of Application.* On the Effective Date of this Agreement, Respondent agrees to the surrender of Respondent's mortgage loan originator license or any MLO Activity Endorsement issued by each State Mortgage Regulator in the corresponding Participating State. On the Effective Date of this Agreement, Respondent further agrees to the withdrawal of any application for a mortgage loan originator license or MLO Activity Endorsement pending with each State Mortgage Regulator in the corresponding Participating State. This surrender will go into effect on or after the effective date of this agreement as processed and reflected through the NMLS. Respondent further agrees that Respondent will not apply for a new mortgage loan originator license or, as applicable, petition for the reinstatement of any MLO Activity Endorsement in any of the Participating States for a period of three months from the Effective Date of this Agreement. Should the Respondent apply for such a license or petition for the reinstatement of an MLO Activity Endorsement during that three-month period, that license application or MLO

Activity Endorsement petition, as consented to by the Respondent herein, shall be deemed denied.

2. *New Application for Licensure.* Any time after the three-month period has lapsed from the Effective Date of this Agreement and Respondent has paid the Administrative Penalty set forth in Section III, Paragraph 1 of this Order, Respondent may apply for a new mortgage loan originator license or, as applicable, petition for the reinstatement of an MLO Activity Endorsement in any or all of the Participating States with the understanding that each State Mortgage Regulator reserves the rights to fully investigate such application for licensure or petition for reinstatement of an MLO Activity Endorsement and may either approve or deny such application or petition pursuant to the normal process for such licensing or endorsement investigations. No license application or petition described in this paragraph will be denied solely based on the facts, circumstances, or consensual resolution provided for in this Agreement. Respondent further agrees that Respondent must satisfy the Administrative Penalty provision prior to submitting an application for a new mortgage loan originator license or, as applicable, petition for the reinstatement of an MLO Activity Endorsement.

III. ADMINISTRATIVE PENALTY

1. *Administrative Penalty.* That Respondent shall pay an Administrative Penalty of \$5,000.00 to the Participating States to be distributed equally amongst the Participating States (the “per-state payment”).

2. That in the event that Respondent fails to submit any Administrative Penalty set forth in this Agreement, in the amounts specified herein and in accordance with the applicable deadlines, or if any transfer of any monetary amount required under this Agreement is voided by a Court Order, including a Bankruptcy Court Order, Respondent agrees not to object to a Participating State submitting a claim, nor attempt to defend or defeat such authorized claim, for any unpaid amounts, including against any surety bond that Respondent may maintain in such Participating State as a condition of maintaining a license or MLO Activity Endorsement under the jurisdiction of that State Mortgage Regulator. Respondent further agrees to restrictions being placed on Respondent’s NMLS account unless and until the Administrative Penalty is paid in full.

3. That a State Mortgage Regulator may elect to have its allocation of the Administrative Penalty set forth in Paragraph 1 of this section to be applied towards the respective Participating State's consumer relief, and/or other such alternatives authorized under the respective Participating State's law. Should a State Mortgage Regulator elect to apply its allocation of administrative penalties in such an alternative manner, solely for the purpose of ensuring the effective administration of payments pursuant to the terms of this Agreement, that State Mortgage Regulator shall notify the REES Regulatory Taskforce in writing of such election on or before the Effective Date of this Agreement.

IV. MORTGAGE LOAN ORIGINATOR EDUCATION

1. Prior to the submission of a new application for any new mortgage loan originator license or, as applicable, the filing of a petition for the reinstatement of an MLO Activity Endorsement in any Participating State as provided for in Section II, Paragraph 2 of this Order, the Respondent will be required to complete the following mortgage loan originator education requirements:

a. Twenty hours of NMLS approved PE, which shall consist of 14 hours of federal law curriculum, three hours of ethics curriculum, and three hours of non-traditional mortgage lending curriculum. None of these 20 hours of PE may be state-specific curriculum; and

b. Eight hours of CE, which shall consist of four hours of federal law curriculum, two hours of ethics curriculum, and two hours of non-traditional mortgage lending curriculum. None of these eight hours of CE may be state-specific curriculum.

2. Respondent may not take any of the PE or CE provided for in Paragraph 1 of this Section in an online self-study format ("OSS").

3. For a period three years from the Effective Date of this Order, Respondent shall be required to complete any additional required PE and/or CE in a format other than OSS.

V. ENFORCEMENT

1. *General Enforcement Authority:* That the terms of this Agreement shall be enforced in accordance with the provisions, terms and authorities provided in this Agreement and under the respective laws and regulations of each Participating State.

2. *No Restriction on Existing Examination and Investigative Authority.* That this Agreement shall in no way preclude any State Mortgage Regulator from exercising its examination or investigative authority authorized under the laws of the corresponding Participating State in the instance a determination is made wherein Respondent is found not to be adhering to the requirements of the Agreement, other than inadvertent and isolated errors that are promptly corrected by Respondent, or involving any unrelated matter not subject to the terms of this Agreement. The Parties agree that the failure of Respondent to comply with any term or condition of this Agreement with respect to a particular State shall be treated as a violation of an Order of the State and may be enforced as such. Moreover, Respondent acknowledges and agrees that this Agreement is only binding on the State Mortgage Regulators and not any other Local, State or Federal Agency, Department or Office.

4. *Information Requests.* This Agreement shall not limit Respondent's obligations, as a licensee of the State Mortgage Regulators, to cooperate with any examination or investigation, including but not limited to, any obligation to timely provide requested information or documents to any State Mortgage Regulator.

5. *Revocation of License.* To the extent the Respondent engages in similar activity that was the basis for this Agreement, Respondent affirmatively consents to the immediate revocation of any impacted mortgage loan originator license. Respondent further agrees to waive his or her right to a hearing, and to any reconsideration, appeal, or other rights which may be afforded to contest the revocation of the impacted mortgage loan originator license under this provision.

VI. GENERAL PROVISIONS

1. *Effective Date.* That this Agreement shall become effective upon execution by all of the State Mortgage Regulators for the Participating States and when posted on the NMLS (the "Effective Date").

2. *Public Record.* That this Agreement shall become public upon the Effective Date.

3. *Binding Nature.* The provisions of this Agreement shall remain effective and enforceable except to the extent that, and until such time as, any provisions of this Agreement shall have been modified, terminated, suspended, or set aside, in writing by

mutual agreement of the State Mortgage Regulators, collectively, and Respondent.

4. *Standing and Choice of Law.* That each State Mortgage Regulator has standing to enforce this Agreement in the judicial or administrative process otherwise authorized under the laws and regulations of the corresponding Participating State. Upon entry, this Agreement shall be deemed a final order of each respective State Mortgage Regulator unless adoption of a subsequent order is necessary under the laws of the corresponding Participating State. In the event of any disagreement between any State Mortgage Regulator and Respondent regarding the enforceability or interpretation of this Agreement and compliance therewith, the courts or administrative agency authorized under the laws of the corresponding Participating State shall have exclusive jurisdiction over the dispute, and the laws of the Participating State shall govern the interpretation, construction, and enforceability of this Agreement.

5. *Adoption of Subsequent Orders to Incorporate Terms.* That a State Mortgage Regulator, if deemed necessary under the laws and regulations of the corresponding Participating State, may issue a separate administrative order to adopt and incorporate the terms and conditions of this Agreement. A State Mortgage Regulator may *sua sponte* issue such subsequent order without the review and approval of Respondent provided the subsequent order does not amend, alter, or otherwise change the terms of the Agreement. In the event a subsequent order amends, alters, or otherwise changes the terms of the Agreement, the terms of the Agreement, as set forth herein, will control.

6. *Privilege.* That this Agreement shall not constitute a waiver of any applicable attorney-client or work product privilege, confidentiality, or any other protection applicable to any negotiations relative to this Agreement.

7. *Titles.* That the titles used to identify the paragraphs of this Agreement are for the convenience of reference only and do not control the interpretation of this Agreement.

8. *Final Agreement.* That this Agreement is the final written expression and the complete and exclusive statement of all the agreements, conditions, promises, representations, and covenants between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements, negotiations, representations, understandings, and discussions between and among the Parties, their respective representatives, and any other person or entity, with respect to the subject matter

covered herein, excepting therefrom any proceeding or action if such proceeding or action is based upon facts not presently known to a State Mortgage Regulator. The Parties further acknowledge and agree that nothing contained in this Agreement shall operate to limit a State Mortgage Regulator's ability to assist any other Local, State or Federal Agency, Department or Office with any investigation or prosecution, whether administrative, civil or criminal, initiated by any such Agency, Department or Office against Respondent or any other person based upon any of the activities alleged in these matters or otherwise.

9. *Waiver.* That the waiver of any provision of this Agreement shall not operate to waive any other provision set forth herein, and any waiver, amendment and/or change to the terms of this Agreement must be in writing signed by the Parties.

10. *Costs.* That except as otherwise agreed to in this Agreement, each party to this Agreement will bear its own costs and attorneys' fees associated with this enforcement action.

11. *Notices.* That any notice to Respondent and/or the State Mortgage Regulators required or contemplated by this Agreement shall be delivered, if not otherwise described herein, by electronic copy to Respondent through the NMLS, or similar contact system, and to the State Mortgage Regulators by direct written notification.

12. *Counterparts.* That this Agreement may be executed in separate counterparts, by facsimile or by PDF. A copy of the signed Agreement will be given the same effect as the originally signed Agreement.

13. That nothing in this Agreement shall relieve Respondent of Respondent's obligation to comply with applicable State and Federal law.

It is so **ORDERED**.

IN WITNESS WHEREOF, in consideration of the foregoing, including the recital paragraphs, and with the Parties intending to be legally bound, do hereby execute this Agreement.

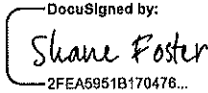
Kimberly Hayden

DocuSigned by:
Kimberly Hayden
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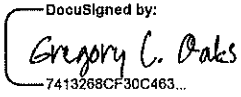
By: _____
Kimberly Hayden
Individually

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continue on the next page.

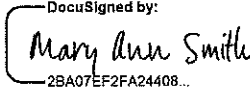
**Arizona Department of Insurance
and Financial Institutions:**

By: 
Name: Shane Foster
Title: Deputy Director
Date: 12/22/2021

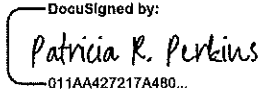
Florida Office of Financial Regulation:

By: 
Name: Gregory C. Oaks
Title: Director of Consumer Finance
Date: 12/28/2021

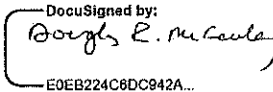
**California Department of Financial
Protection and Innovation:**

By: 
Name: Mary Ann Smith
Title: Deputy Commissioner
Date: 12/22/2021

Idaho Department of Finance:

By: 
Name: Patricia R. Perkins
Title: Director
Date: 12/23/2021

California Department of Real Estate:

By: 
Name: Douglas R. McCauley
Title: Commissioner
Date: 12/30/2021

ORDER

The Commission and the Director approve and adopt all terms and conditions of the foregoing Settlement Agreement and Consent Order and Addendum to Settlement Agreement and Consent Order (collectively referred to as the “Agreement”) of the Division of Real Estate (the “Division”) and Kimberly Hayden (“Respondent”). Based upon the foregoing Agreement and for good cause appearing, the Commission and the Director order that, in lieu of the filing of a Petition and the holding of a hearing in this matter:

- a. Respondent shall pay a civil penalty of One Thousand Dollars (\$1,000.00) to the Division of Real Estate (the “Division”) within ninety (90) days from the date that the Commission and the Director sign the final order in this matter.
- b. In addition to payment of the civil penalty, Respondent acknowledges the surrender of Respondent’s mortgage loan originator license, which is to be backdated to match the same date of surrender as was originally agreed in Section II, Paragraph I of the Agreement. Respondent further acknowledges that Respondent shall not apply for a new mortgage loan originator license with the Division until after the lapse of a period of three months from the date of surrender as was originally agreed in Section II, Paragraph I of the Agreement.
- c. If Respondent fails to comply in full with the terms of this stipulated order by the deadline(s) stated, Respondent’s license shall immediately and without further notice be suspended pursuant to Utah Code Ann. § 61-2c-402(3)(b) until such time as Respondent complies in full with the terms of this Order.

- d. If Respondent fails to pay the civil penalty within 90 days, the Division may begin a collection process to collect any remaining balance owed pursuant to Utah Code Ann. § 61-2c-402(3)(b).
- e. Pursuant to the provisions of Utah Code Ann. § 78B-5-205 and Rule 58A of the Utah Rules of Civil Procedure, Respondent specifically now and hereafter authorizes entry of Judgment against Respondent for the unpaid balance owing to the Division (“Judgment Amount”). Respondent hereby admits, agrees and acknowledges that the Judgment Amount will be justly due to the Division by virtue of Respondent’s material failure to timely pay the civil penalty as set forth herein.
- f. In confessing judgment, Respondent hereby agrees and authorizes that the judgment may be immediately entered against Respondent, less any sums paid to the Division after the date hereof, should Respondent fail to comply with the terms set forth in the Order.
- g. Respondent’s automatic confession of judgment is unconditional and irrevocable and shall be binding.
- h. If Respondent fails to comply in full with the terms of the Order by the deadline(s) stated herein, the Division may bring an action to enforce this Stipulation and Order, may begin a collection action, or both.

This order shall be effective on the signature date below.

Dated this 10 day of March, 2022.

UTAH RESIDENTIAL MORTGAGE
REGULATORY COMMISSION

JEFF ENGLAND, CHAIR

G. SCOTT GIBSON, VICE CHAIR

GEORGE P. RICHARDS

KAY R. ASHTON

ALLISON OLSEN

The undersigned concurs with the foregoing order this 10 day of March,
2022.



JONATHAN C. STEWART, DIRECTOR
DIVISION OF REAL ESTATE

Motion to sign on behalf of
Commission / Board.
Signing on behalf of
Commission / Board.



Name: Jonathan Stewart
Division / Acting Director